

SCHEDULE "A"

ARTICLE I Fringe Benefits

Wage rates will become effective upon ratification and notification on all work and shall apply to all construction work performed by the Employer within the jurisdiction of Local No. 751 in the State of Alaska.

SECTION 1. HEALTH AND SECURITY

Effective 08/01/2010	\$6.51
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It is agreed that Employers covered by this Agreement shall contribute per the above schedule the amounts indicated above for each compensable man-hour of Ironworkers, including supervisory Employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth (15th) day following the month in which the hours were worked, to the Local 751, Northwest Ironworkers Health and Security Trust in the manner as set forth in the Trust Agreement of said Trust. The details of the Health and Security Plan established by this Trust shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and the Associated General Contractors of Alaska, Inc., who are signatory to the Trust Agreement of the aforesaid Trust. 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 or regular employee of the Associated General Contractors of Alaska, Inc.

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

SECTION 2. LOCAL 751, NORTHWEST IRONWORKERS ANNUITY FUND

Effective 08/01/2009	Fence Work	\$4.00
Effective 08/01/2009	All other Classifications	\$4.25

It is agreed that all Employers covered by this Agreement shall contribute per the above schedule the amounts indicated for each compensable man-hour of Ironworkers, including supervisory Employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement.

Said contributions shall be made, on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to the Local 751, Northwest Ironworkers Annuity Fund in the manner as set forth in the Fund Agreement of said Fund. The details of the Retirement Plan established by this Fund shall continue to be administered by a joint Board of Trustees composed of equal representation from the Unions and the Associated General Contractors of Alaska, Inc., who are signatory to the Fund Agreement of the aforesaid Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of or regular employee of the Associated General Contractors of Alaska, Inc.

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

SECTION 3: LOCAL 751, ALASKA IRONWORKERS PENSION TRUST

Effective 08/01/2010

Ironworkers

\$9.75

It is agreed that all Employers covered by this Agreement shall contribute per the above schedule the amounts indicated for each compensable man-hour of Ironworkers, including supervisory Employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to the Local 751, Alaska Ironworkers Pension Trust in the manner as set forth in the Trust Agreement of said Trust. The details of the Pension Trust established by this Trust shall continue to be administered by a joint Board of Trustees composed of equal representation from the Unions and the Associated General Contractors of Alaska, Inc., who are signatory to the Trust Agreement of the aforesaid Trust. 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 or regular employee of the Associated General Contractors of Alaska, Inc.

The Trustees have adopted a rehabilitation plan that reflects reasonable measures to forestall insolvency. This is an Employer contribution commitment of \$1.00 per hour for hours worked beginning August 1, 2010 which is included in the above \$9.75. It is additionally agreed that there will be an additional increased contribution of \$1.00 per hour for hours worked for each year 2011, 2012, 2013 and 2014. This Agreement only considers contributions through July of 2015. These additional contributions are directed solely toward improving the Plan's funded status with no benefit accrual to the employee. These contributions will continue until the Plan reaches 100%. Labor agrees they will not change their non-accrual employee benefit contribution of \$4.00 per hour for hours worked presently directed to the Plan until advised by the actuary that the Employer

additional Employer contribution is no longer necessary. At such time the Employer will cease their additional plan improvement, non-benefit accrual contributions.

The Actuary will report to the Trustees annually on the health of the Plan. The Trustees will review the rehabilitation plan annually and report their findings to both Ironworkers Local 751 and the Associated General Contractors of Alaska.

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

SECTION 4. DUES AND ASSESSMENTS

(a) The Employer agrees to deduct from the wages of each Employee the working assessments and contributions owing by them to the Union, as may be certified by the Union, provided the Employee has executed a written authorization calling for such deductions. Such deduction will be transmitted to the union not later than the fifteenth (15th) day following the end of each calendar month worked. Appropriate transmittal forms shall be supplied to each Employer by the Trust Administrator. Working Assessment deductions will be for an amount lawfully set by Local 751's Bylaws and shall be remitted to Ironworkers Local 751 as working assessments and included with monthly trust payments.

(b) Dues and assessments must be established by the Union in Accordance with the Constitution and Bylaws and pursuant to law, 29 U.S.C. Section 411. The Union warrants that all dues and assessments are properly authorized.

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

SECTION 5. ALASKA IRONWORKERS TRAINING PROGRAM TRUST

(a) The parties agree it is in their mutual interest and in the interest of the construction industry that new Employees be trained in the operation of equipment covered by this Agreement. Therefore, in the furtherance of this objective, the parties are signatory to a Trust Agreement in existence by and between the Associated General Contractors of Alaska, and Local 751 of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers.

(b) The parties further agree to maintain a formal Apprenticeship Plan for the training of Ironworkers for the State of Alaska. The parties of this Agreement agree to participate in and support the Apprenticeship Plan and to abide by its local rules and requirements governing the selection, manning, qualifications,

AGC/the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers
Collective Bargaining Agreement, Schedule "A"

education and training of all apprentices, insofar as said rules and requirements conform to the National Apprentice and Training Standards for the trade of Ironworkers and to all applicable laws.

(c) Effective August 1, 2009, it is agreed that all Employers covered by this Agreement shall contribute a sum of eighty cents (\$0.80), for each compensable man-hour of Ironworkers, including supervisory Employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to the Local 751, Alaska Ironworkers Training Program Trust in the manner set forth in the Trust Agreement of the said Trust. The details of the Training Plan established by this Trust shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representatives from the Union and the Associated General Contractors of Alaska, who are signatory to the Trust Agreement of the aforesaid Trust. 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 or regular employee of the Associated General Contractors of Alaska.

SECTION 6. IRONWORKER-MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST (IMPACT)

(a) Effective August 1, 2009, Thirty-three cents (\$0.33) shall be contributed for each compensable man-hour of Ironworkers, including supervisory Employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to the Ironworker-Management Progressive Action Cooperative Trust (IMPACT) in the manner as set forth in the Trust Agreement of said Trust. The Thirty-three cents (\$0.33) will go towards promoting and supporting a drug and alcohol program, stability and improving the competitive position of the organized sector of the construction industry. Through reduced accidents, lower Workers' Comp. and general liability rates, marketing, communications and public relations, education and Safety Training programs. Details of the Trust will continue under control and administration of a Joint Board of Trustees composed of equal representatives from Union and Management (Associated General Contractors (AGC), National Association of Reinforcing Steel Contractors (NARSC), and the National Erectors Association (NEA)).

NOTE: Contributions to IMPACT will be based on not to exceed one percent (1%) of the journeyman's wage computed on the third year of the previous CBA and continue throughout the term of this CBA.

SECTION 7. TRUSTEE APPOINTMENTS

Effective September 1, 2004 all trusts identified by this CBA will be jointly administrated by representatives from Management and Labor. Management Trustees shall be appointed by AGC and Labor Trustees shall be appointed by the Union. All trustees will have been an active participant in the Alaska construction industry for a minimum of five (5) years. Current trustees who have been retired more than five (5) years will be replaced. A trustee may be extended if mutually agreed to by the existing trustee's to deal with a particular situation. Once the situation has been dealt with a replacement must be appointed as soon as possible. Future trustees who have retired from the Alaska construction industry will be replaced within five (5) years after retirement.

SECTION 8. CONSTRUCTION INDUSTRY PROGRESS FUND (CIPF)

Effective September 1, 2004, the Employers agree to remit ten (\$0.10) cents per hour to go to the Construction Industry Progress Fund (CIPF). The ten (\$0.10) cents per hour shall go towards promoting and supporting stability, long term construction programs and adequate funding for public works projects on the state and local government level, to assure minimal governmental interference in free enterprises through the regulatory process, to support secondary and post-secondary vocational programs to create a competitive educated workforce, and to cooperate with AGC Safety, Inc., in their program to improve working conditions and safety records. The deductions will continue without interruption and will be forwarded to CIPF's agent. Such deductions shall be transmitted to CIPF's agent within ten (10) days following the end of each calendar month.

SECTION 9. INDUSTRY ADVANCEMENT FUND

The Employers agree to remit ten (\$0.10) cents per hour to the Steel Industry Advancement Fund. This fund shall be managed by a Board of Directors appointed by the Alaska Steel Contractors and Erectors Association (ASCEA).

The Steel Industry Advancement Fund contribution will be transmitted with other fringe benefits to the Trust administrator contributing Employers no later than the fifteenth (15th) day of the month following the month in which hours were worked by Employees. The remittance will continue without interruption and will be forwarded to ASCEA's agent. Appropriate contribution forms will be supplied to each Employer by the Trust Administrator.

SECTION 10. EMPLOYER CONTRIBUTION

The Employer is obligated to make contributions to the respective trust funds in the manner set forth by this agreement. Contribution and delinquency policies, including the assessment of liquidated damages, costs, interest and attorney's fees, shall be set by the Trustees and the Employers agree to be bound by the determination of said Trustees. Contributions will be transmitted to the trust funds not later than the fifteenth (15th) day following the end of each calendar

month worked. Appropriate transmittal forms shall be supplied to each Employer by the Trust Administrator reflecting any contribution changes necessary in years two and three of the contract period.

SECTION 11. ACTION AGAINST CONTRACTOR

In addition, and notwithstanding any contrary provision which may appear in this Agreement, the Union shall have the right to take economic action against any Contractor who fails to make the required contributions when due.

SECTION 12. DELINQUENT CONTRIBUTIONS BY EMPLOYERS

In the event the Union takes economic action as recourse against Contractors who have not made their payment of Health and Security, Pension Fund, Apprenticeship and Training Fund and/or other remittances designated in the Collective Bargaining Agreement, it will not be deemed as a violation of this Agreement. If the Employer has failed to pay contributions to the retirement, defined contribution, or health trusts for a period of two months, or if the Employer is delinquent for the second time for a period of at least one month within a twelve month period of their first delinquency, then the Union may strike the Employer and the Union shall not dispatch workers to the Employer and all workers currently employed on all projects shall be recalled. If the Employer makes satisfactory arrangements with the Administrator to satisfy the debt, which arrangement may include the execution of a confession of judgment, the posting of a bond or other security, the making of weekly contributions, or any combination of the above, then the Administrator may advise the Union that workers may be dispatched to the Employer. If the Employer contests the amount of contributions due and owing, the Employer may request an audit by the trust auditors, which would proceed as soon as possible. If the Employer is found to be delinquent then the Employer shall pay the total cost of the audit. The Employer will cooperate fully in the audit and during the audit no workers shall be dispatched to the job.

SECTION 13. BONDING

It is recognized, the failure to make contributions to the respective trusts may deprive Workers of necessary benefits, and create additional administrative expense to the trust. Therefore, an Employer who is delinquent to this trust by not remitting contributions by the end of the month in which such contributions are due may be required to post a bond in the amount of twenty thousand dollars (\$20,000) making the Trust Funds the payee of said bond. New Employers who have not been signatory to this Agreement may be required to post the bonds automatically as a precondition to this contract. In addition, the Employer, by failing to pay a work assessment by the last day of any month in which it is due, may be required to post a bond in the amount of five thousand dollars (\$5,000) making Local Union 751 the payee. The bond will be returned upon the payment of contributions in the manner prescribed by the Trust documents. The working assessment bond will be declared in default on the 20th day of the month on

which the contributions are due. Ten percent (10%) of contributions owed, or such amount as determined by the Board of Trustees, plus interest at ten and one-half percent (10 1/2%) is required because of the administrative expenses entailed in such collection efforts. The failure of any Contractor to post such cash or bonds shall be deemed to be a violation of this Agreement and economic action will not be in violation of the contract nor shall economic action taken during any such delinquency be deemed a violation.

All new Employers will provide the Union with a copy of a valid Alaska Business License, Contractor's License and Worker's Compensation Policy as a precondition to this Agreement.

SECTION 14. CONTRIBUTIONS NOT PART OF WAGES

It is understood that the contributions listed above paid by the Contractors to the Trust Administrator are to be computed solely on the total number of compensable hours and are not to be included in wages and will not, therefore, be subject to either federal or state withholding taxes, and further shall not be considered or included in the computations of overtime pay.

SECTION 15. CHANGE IN CONTRIBUTIONS TO WAGES AND/OR FRINGE BENEFITS

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

ARTICLE II Hiring of Ironworkers

SECTION 1. EXPERIENCE LEVEL

(a) The Union agrees to dispatch only persons who are qualified to perform the required work and the Employers agree to employ only qualified Ironworkers. Ironworkers shall be qualified for employment under this Agreement who have had at least four (4) years of actual practical working experience in the craft with experience in the nature of the work requested. Exceptions may be granted for apprenticeship applicants or registered apprentices.

b) **Discrimination** Employers and the Union agree that there will be no discrimination in hiring or referral of Ironworkers due to their race, creed, color,

age, or sex; provided further, that notwithstanding these hiring hall provisions, the Union, when requested by an Employer, shall dispatch to allow an Employer to comply with state or federal affirmative action requirements; any other local, state or federal law; or any reasonable contractual obligation imposed by an Owner.

(c) If a dispatched individual is not a Journeyman or Apprentice Ironworker and is referred from the out of work list to an Employer, the Union agrees to notify the Employer of this fact on the day the individual is referred to the Employer. If the individual is not in the two classifications listed above he/she shall be referred to as a Probationary Member and the pay scale for this individual will be at minimally the pay and benefit hours of a first year apprentice, so as to comply with Department of Labor annualization requirements for health and welfare benefits. Such individuals shall be required to make application to the Ironworkers Local 751 Apprenticeship Program as a condition of employment.

(d) In the event that the referral facilities maintained by the Union are unable to fill the requisition of the Employer for personnel within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted) the Employer is entitled to employ applicants without reference to the referral procedure. In such an event, the Employer will notify the Union of the individual hired and require the Employee to report to the Union Hall during working hours within a forty-eight (48) hour period after beginning employment Monday through Friday. Exception may be granted for individuals reporting for work more than 175 miles from Fairbanks or Anchorage in response to an unfilled call for that project.

(e) **Drug and Alcohol Screening:** Ironworkers may be required to take a pre-hire drug/alcohol test prior to employment. The pre-hire testing time will not be paid as time worked. If the Employer chooses to have the new hire report to their office to complete paperwork, the Employee will be paid as time worked for the office duties. If the new hire fails the drug/alcohol test, they will not be paid for the time to complete the Employer's paperwork.

SECTION 2. MANPOWER REQUESTS

The Employer will request ironworkers by calling the Hiring Hall prior to 5PM on the day prior to the job posting for all remote work site calls. The Employer may request Ironworkers for jobs located within 65 road miles of the hiring hall on the day of dispatch if placed prior to 9:30 AM.

The Employer may request by name from any list the foreman, the third and fourth ironworker employed on each project and fifty percent of all remaining journeyman employed provided they are from the appropriate list. The Hiring Hall will dispatch apprentices when available in order to meet the National Apprenticeship and Training Standards established for the trade of Ironworker.

SECTION 3 FOREMAN

Journeyman Ironworkers may be requested by name to serve as General Foreman or Foreman. The Employer will select one or more foreman for each project. A foreman may supervise up to ten Ironworkers. The Employer may employ as many foreman as deemed necessary to perform the work efficiently subject to the above order of referral. Foremen requested by name will remain at the dispatched pay rate through the completion of the project or thirty (30) calendar days after dispatched date if they are transferred to other projects.

SECTION 4. OBLIGATION TO HIRE THROUGH THE UNION

Employers shall hire qualified Ironworkers by calling the Union. The Employer shall notify the local Union office either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and the number of Ironworkers required.

ARTICLE III

Working Rules, Wages and Classifications, Foremen, Apprentices

SECTION 1. WORKING RULES

The Employers recognize and agree that Local No. 751 of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers is the exclusive bargaining agent for all Ironworkers and apprentices, on all work covered by this Agreement. It is further agreed that Historic Jurisdictional Agreements of Record in the State of Alaska will be observed.

SECTION 2. TOWER CLASSIFICATION

All Ironworkers employed on the dismantling or erection of all towers that total height from baseplate to top member exceeds one hundred (100) feet will be paid by the tower classification base rate for all work performed by whatever method of erection selected and utilized by the Employer. If permanent sanitary facilities are an integral part of the tower structure design from base to top elevation, tower rates will not apply.

SECTION 3. HELICOPTER RATE CLASSIFICATION

When Ironworkers are required to travel and work with helicopters, the helicopter Base Rate will apply for the entire shift worked. It is understood and agreed Helicopter Rates do not apply in instances of direct line flights for the purpose of transporting Workers to offshore rigs, job site, camps, etc.

SECTION 4. BROKEN OR DAMAGED TOOLS

Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the Employer upon the presentation of satisfactory evidence.

SECTION 5. WAGES AND CLASSIFICATIONS

Effective: – 08/01/2009 \$34.25

1. Tower (see section 2)
2. Helicopters (see section 3)

Effective: – 08/01/2009 \$33.25

1. Bridge and Structural
2. Ornamental
3. Reinforcing
4. Machinery Mover
5. Riggers
6. Sheeters
7. Stage Riggers
8. Bender Operators
9. Signalmen
10. Welders
11. Toxic/Haz-Mat Work

Effective: - 08/01/2009 \$30.49

1. Guard Rail Layout Man

Effective: - 08/01/2009 \$29.75

1. Fence/Barrier Installer
2. Guard Rail Installer

NOTE: 1) 60 days prior to August 1, 2011 and 2012 Management and Labor will open negotiations to review the reports from plan administrators on the health of the various plans, and negotiate an economic package. The union will allocate any negotiated increases. This opener will not deal with Pension rehabilitation increases which are set out in Article 1, Section 3 of this Schedule “A”.

- 2) The Union, upon confirmation from the trust that there is a valid need may reallocate any

part of the wage and/or fringe benefits to any of the plans or trust funds mentioned in this Collective Bargaining Agreement to keep the plan/trust funds healthy. Not less than thirty (30) days notice in writing shall be given by the Union to AGC and the Employers.

FOREMEN

Foreman shall receive two dollars (\$2.00) more per hour above the highest journeymen ironworker classification wage rate under their supervision

General Foreman shall receive four dollars (\$4.00) more per hour above the highest journeymen ironworker classification wage rate under their supervision.

SECTION 6. APPRENTICES

(a) Ironworkers Apprentice wage scales are established by the Joint Apprenticeship and Training Board of Trustees. The percentage of journeyman pay paid each apprentice is based upon the number of hours worked in the program and is approved by the United States Department of Labor. The actual specifics may be obtained from the Joint Apprentice and Training Offices.

(b) Effective August 1, 2010 apprentices shall receive full benefits afforded per contract

(c) Apprentices shall be hired and transferred in accordance with the apprenticeship standards, established with the Joint Apprenticeship Training Committee.

(d) When four (4) Journeymen are employed for rods or structural, the fifth worker hired shall be an Apprentice (if available).

(e) When two (2) Journeymen are employed on ornamental jobs, the third (3rd) worker hired shall be an Apprentice (if available).

(f) When three (3) Journeymen are employed on a sheeting job, the fourth (4th) worker hired shall be an Apprentice (if available).

(g) Ratio on the spinning of cables on suspension bridges, one (1) Apprentice will be permitted to each Journeyman (if available).

(h) Ration on Fence and Guardrail Work will be one (1) Apprentice to each Journeyman (if available).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this ___ day of _____, 2010.

ASSOCIATED GENERAL CONTRACTORS OF ALASKA

John MacKinnon, Executive Director

**International Association of Bridge, Structural, Ornamental and Reinforcing
Ironworkers Local 751**

Gregory Kucera, Business Manager

John Lewis, President