

AGREEMENT

By and Between

ALASKA STEEL CONTRACTORS AND ERECTORS
ASSOCIATION

And

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRONWORKERS
LOCAL NO 751



July 30, 2016- June 30, 2019

PREAMBLE

THIS AGREEMENT between the Alaska Steel Contractors and Erectors Association., and the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Local 751, which being affiliated with the Building and Construction Trades Department of the AFL-CIO, and as such exercising craft jurisdiction over the State of Alaska.

PURPOSES

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

ARTICLE I Parties and Coverage

SECTION 1. PARTIES

The term "Union" shall refer to the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Local 751. The term Employer means any Employer who is or becomes signatory to this Agreement. The term "ASCEA" shall refer to the Alaska Steel Contractors and Erectors Association. The term "Workers" when used will mean Ironworkers who are dispatched by the Union.

SECTION 2. UNION RECOGNITION AND EMPLOYEE COVERAGE

The Employers recognize the Union as the sole and exclusive bargaining representative of all their Employees, who perform work within the jurisdiction of the Union, and this Agreement shall apply to such Employees. It is specifically recognized that this Agreement applies to Employees in the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and nonferrous metals; precast, prestressed

ASCEA /the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Collective Bargaining Agreement

and poststressed concrete structures, agitators, air ducts, anchors, application of all sealants such as silicon, thiokol, neoprene and similar types used to seal metal to metal surfaces; aprons, aqueducts, awnings, bar-joist, blast furnaces, book stacks, boilers (sectional water tube, and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling, chutes, clips, cofferdams, concentrators, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames; cranes (erection, installation, handling, operating and maintenance on all forms of construction work) crushers, cupolas, curtains, dams, decking, metal roof decking such as "Cofar" and similar type materials, as well as "Trusdeck", Mahon "M" deck and other dual purpose type roof deck, derricks, docks, domes, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, facias, false work, fans, fencing, fire escapes, fins, flag poles, floor construction and flooring, flumes, frames, frames in support of boiler, fronts, fur rooms grates, grating, grillage and foundation work, grill work, guards, guardrails, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists (precast, prestressed and poststressed), kalomeined doors, kilns, lintels, lockers, locks, louvers, machinery (moving, hoisting, lowering and placing foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows and enclosures, mixers, monorails, multi-plates, operation devices, ovens, pans, panes (insulated and noninsulated, factory and field assembled) pen stocks, pile driver, plates, porcelain enameled panels, prefabricated/pre-engineered metal buildings, insulated panels, sheeting, and associated trim, pulverizers, racks, railings (including pipe) railroad bridgework and maintenance, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, smoke conveyors, spandrels, metal and precast concrete, spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtain, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, towers, the erection of solar energy systems, energy producing windmill type towers to include nacelle and blades; nuclear reactors, electromagnetic shielding plates, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, window wall, wire work; wrecking and dismantling of all of the above and all housesmith work, and submarine diving in connection with or about the same, which includes, whenever within this Union's craft jurisdiction, the loading and unloading of barges or other carriers of the Employer's material and equipment for the Contractors' work.

The handling and erection of all fiber reinforced "composite" products such as fiberglass reinforcing bars for structural, architectural and dielectric non-conducting concrete; fiber reinforced plastics, polyesters, polymers, vinyls, ceramics and similar materials commonly referred to as "Composites" used to produce stair stringers, treads and risers, platform and floor grating, handrails, structural framing, cables and all other products which traditionally had been made of iron, steel, aluminum, bronze, brass, copper, graphite, titanium and the other normal construction metals; to achieve corrosion free, dielectric, anti-magnetic, non-conductive requirements as required by the owners and their designers to provide a calculated performance and function.

SECTION 3. EFFECT OF OTHER AGREEMENTS

The provisions of this Agreement, including attached Schedule A's agreed upon between the Employer and the appropriate Union(s), shall apply to all work identified in Article I, Section 2. Provisions of national union agreements or specific project agreements, which may conflict or differ, with the terms of this Agreement will take precedence. Where a subject is specifically covered by the provisions of this Agreement and is also covered by a Schedule A, the provisions of this Agreement shall prevail.

SECTION 4. SUBCONTRACTING-UNIFORM CONDITIONS

- a) The Employer is entitled to subcontract work on any project or undertaking as determined to be necessary or appropriate.
- b) The Employer agrees to subcontract work covered by this Agreement to subcontractor(s) under contract with the signatory union where such subcontractors are available and where bid(s) by such subcontractors are deemed by the Employer to be competitive.
- c) The Union agrees to allow a subcontractor to be bound by the terms of this Agreement, on that work performed for the Employer on an individual project, without binding the subcontractor to the Agreement on any other work for this Employer or any other Employer.
- d) Whenever the Employer is obligated to satisfy DBE-WBE recruiting requirements, the Union and the Employer mutually agree to waive all restrictions on subcontracting contained in this Section in the event the Employer and Union are unable to find qualified, competitive union minority subcontractors.
- e) When potential qualified Union subcontractors are not available in the locality of the job site to perform the work and/or where the Employer receives no competitive bids from the union subcontractors, the Employer and the Union mutually agree that any restrictions on subcontracting contained in this Section are fully waived.
- f) For the purpose of interpretation and application of this section, the Employer is entitled to designate a bid by a subcontractor as uncompetitive when it is not the lowest bid.

ASCEA /the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Collective Bargaining Agreement

(6) consecutive hours without a meal break shall be allowed a later meal period of one-half (1/2) hour, and it shall be considered as time worked and paid for at the proper rate.

SECTION 2. WHEN EMPLOYER IS ENGAGED IN CONTINUOUS OPERATIONS

Notwithstanding the above paragraph, an Employee may be required to work more than six (6) consecutive hours without any entitlement to a later meal period or pay for that period when the Employer is engaged in a continuous operation where breaks are difficult to schedule but sufficient lag time normally exists to enable an Employee to consume a meal during the shift. Examples of continuous operations include, but are not limited to: asphalt paving operations, concrete pours, gravel hauls, tide work, and pile driving.

SECTION 3. COFFEE BREAK

One ten (10) minute paid coffee break will be allowed in a shift of less than ten (10) hours. Two ten (10) minute paid coffee breaks will be allowed in a shift of ten (10) hours or more.

**ARTICLE XX
Fringe Benefits**

SECTION 1. See Schedule A.

SECTION 2. CONTRIBUTIONS TO TRUSTS

It is understood that the above contributions by the Employers to the various Trusts, are to be computed solely on total number of compensable hours worked by persons that are members of the bargaining unit only, and are not to be included in wages and will not, therefore, be subject to either Federal or State withholding taxes and further shall not be considered or included in the computation of overtime pay.

**ARTICLE XXI
Foreman**

There shall be no desire on the part of the Union to select the Employers' foremen. This determination will be made by the Employer. Each Employee will be advised who his/her foreman is. The foreman may be required to work at the

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 07/01/2016 \$8.33

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 Alaska Steel Contractors and Erectors Association, 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 Alaska Steel Contractors and Erectors Association.

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 07/01/2016	Fence Work	\$5.87
Effective 07/01/2016	All other Classifications	\$6.12

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.

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

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 Alaska Steel Contractors and Erectors Association, 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 Alaska Steel Contractors and Erectors Association.

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 07/01/2016 Ironworkers \$13.75

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 Alaska Steel Contractors and Erectors Association, 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 Alaska Steel Contractors and Erectors Association.

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, 2013 which is included in the above \$13.75. 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

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

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.

To summarize, effective 01/01/16 the pension contribution will be \$13.75 per hour. Of that amount \$4.75 per hour is designated for benefit accrual. The remainder of the hourly contribution is designated, under the Trust's Rehabilitation Plan, to pay down on the Trust's funding deficiency. The funds designated for the funding deficiency do not count towards benefit accrual.

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 Alaska Steel Contractors and Erectors Association.

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 24 day of June 2016.

ALASKA STEEL CONTRACTORS AND ERECTORS ASSOCIATION

[Redacted]

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

[Redacted]

[Redacted]

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