

MASTER AGREEMENT

between

WESTERN STEEL COUNCIL

and

**SHOPMEN IRON WORKERS
LOCAL UNION NO. 790**

of the

**INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS
AFL-CIO**

July 1, 2016

June 30, 2019

NORTHERN CALIFORNIA

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NON-DISCRIMINATION POLICY

It is mutually agreed by the parties to this Agreement that no person shall be denied employment or be discriminated against with respect to the terms and conditions of this Agreement because of race, color, religion, sex, age, national origin or handicap.

AGREEMENT

THIS AGREEMENT, executed and effective as of the first day of July, 2016, by and between WESTERN STEEL COUNCIL (hereinafter referred to as the "Council") for and on behalf of its members whose names are listed in Exhibit "A" attached hereto and made a part hereof, their successors or assigns, (hereinafter individually referred to as the "Company") and SHOPMEN'S LOCAL UNION NUMBER 790 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS (affiliated with the A.F.L. - C.I.O.), hereinafter referred to as the "UNION", as the agent for and acting in behalf of the Company's production and maintenance employees as the terms "production and maintenance employees" are defined in Section 1 hereof. The provisions of this Agreement shall be binding on each and every Company whose name appears on Exhibit "A" attached hereto with the same force and effect as if this Agreement was entered into by each such Company individually, and in the event any Company whose name appears on Exhibit "A" attached hereto, withdraws or severs its relations with the aforementioned "Council", such Company shall continue to abide by the terms and conditions set forth in this Agreement for the duration thereof. Any Company which, during the term of this Agreement, becomes a regular member of the aforementioned "Council" shall immediately be bound by the provisions set forth in this Agreement for the remaining term thereof, and this Agreement shall be amended so as to include in said Exhibit "A" the name of such Company.

WITNESSETH, THAT THE PARTIES HAVE AGREED AS FOLLOWS:

BARGAINING UNIT - MAINTENANCE WORK

Section 1.

(A) This Agreement shall be applicable to all of the Company's production and maintenance employees (hereinafter referred to as "Employees") engaged in manufacturing, fabricating and handling of all materials entering into and/or used in connection with the manufacture or fabrication of all iron, steel, metal and other products, including pre-cast and pre-stressed concrete products, done by the Company in or about its plant or plants located in the San Francisco, California Bay area and Vicinity thereof, including all maintenance work done in or about said plant or plants (except such maintenance work which is normally performed by members of other unions), and to work done by such production and maintenance employees. The Company hereby recognizes and confirms the rights of its production and maintenance employees covered by this Agreement to perform the work hereinabove described and, for the duration of this Agreement, hereby assigns such work to said production and maintenance employees solely and to the exclusion of all other unions, crafts, employee groups and to the exclusion of all other employees of the Company not covered by this Agreement. Production and maintenance work shall not be performed by supervisors (excluding working foremen, leadmen, shop owners, and persons who perform research and engineering work) or other persons who are excluded from the bargaining unit, as set forth and described in this Section 1, except for the purpose of instructing the employees, or demonstrating proper methods and procedure of performing work operations, or in case of emergency. This Agreement is not intended and shall not be construed to extend to office or clerical employees, draftsmen, engineering employees, watchmen, guards, or supervisors (excluding working foremen and leadmen), nor to erection, installation or construction work, nor to employees engaged in such work, nor to employees represented by other unions which are recognized by the Company and are the legitimate, exclusive bargaining representatives of such employees.

(B) Maintenance employees hereinabove referred to in this Section is intended to include employees of the Company engaged in the ordinary upkeep and repair of the Company's machinery, plant and property, provided, however, major extensions and major remodeling shall not be considered "maintenance" as that term is used herein.

(C) It is mutually agreed by the parties to this Agreement that no person shall be denied employment or be discriminated against with respect to the terms and conditions of this Agreement because of race, color, religion, sex, age, national origin or handicap.

INTERNATIONAL UNION NOT A PARTY

Section 2.

The International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, the parent body of the Union (hereinafter referred to as the "International"), is not a party to this Agreement and assumes no responsibility or liability under this Agreement and similarly shall have no right of redress thereunder against the Company for the breach hereof. However, before this Agreement and any amendments thereto may become binding and effective, the International must approve this Agreement and/or such amendments as to form. Such approval by the International as to form shall not be construed to make the International a party of this Agreement or any amendment thereto or make said International, or any of its officers or agents, responsible or liable for any breach of this Agreement or any amendment thereto and similarly such approval as to form shall not be construed to give the International, or any of its officers or agents, any right of redress against the Company for breach hereof.

UNION RECOGNITION

Section 3.

The Company recognizes Shopmen's Local Union No. 790 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers as the exclusive representative and agent of all of the Company's production and maintenance employees, as defined in Section 1 hereof, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

UNION SECURITY

Section 4.

(A) Each of the Company's employees included in the Bargaining Unit described and set forth in Section 1 hereof shall, as a condition of employment, be or become a member of the Union not later than the thirty-first day following the effective date of this Agreement, or not later than the thirty-first day following the beginning of his or her employment, whichever is the later; and each such employee shall, as a condition of continued employment, remain a member of the Union in good standing to the extent authorized by Section 8 (A) (3) of the Labor-Management Relations Act, 1947.

(B) Upon receipt of a written notice from the Union that an employee has not acquired membership in the Union or has not maintained his or her membership in good standing therein as provided for in Subsection (A) of this Section, the Company shall notify such employee that as a condition of employment he or she must comply with the Provisions of Subsection (A) above within the next succeeding three (3) work days, and if, at the end of such three (3) work days, the employee does not furnish the Company documentary proof of compliance, such employee shall be discharged.

(C) The Company signatory to this Agreement is engaged in the manufacture of various products, which requires the employment of persons who, through experience and training, have acquired the ability to proficiently perform work operations existing in the Company's plant and among the members of the Union are individuals who have acquired such experience and ability, some of whom are, from time to time, unemployed, therefore, in order to enable the Company to obtain the services of qualified individuals, the Company agrees that when in need of additional employees, it shall first notify the Union and request the Union's assistance in obtaining the services of such qualified persons. Upon receipt of such request, the Union agrees that if any of its members who are unemployed are qualified to perform the work operation in question, it will notify such individuals of the Company's request and suggest that such individuals make application for employment with the Company. The Union shall be allowed forty-eight (48) hours to furnish qualified help prior to the Company seeking individuals elsewhere. It is expressly understood and agreed that the Provisions of this Subsection shall not be construed, interpreted or applied in any manner that would be in conflict with or in violation of the provisions of the Labor-Management Relations Act, 1947 as amended.

(D) The Company shall (within three (3) workdays) give the Union a form in duplicate, furnished by the Union, showing the names of each newly hired employee and persons re-employed after being laid off or otherwise absent from work for more than thirty (30) days showing the class of work for which person has been employed, his or her classification, straight time hourly wage rate and Social Security number.

CHECK-OFF OF UNION DUES --
INITIATION AND/OR REINSTATEMENT FEES

Section 5.

(A) Upon receipt of an authorization signed by any employee to whom this Agreement is applicable, the Company shall, pursuant to the provisions of such authorization, deduct from such employee's earnings, on the first pay-day in each month, the amount owed to the Union by each such employee for Union dues, however, should any such employee have no earnings due him or her on the first pay-day in any month or should such employee's earnings be less than the amount such employee owes the Union for dues, then, in that event, the deduction shall be made from the employee's earnings on the next succeeding pay-day on which his or her earnings are sufficient to cover the amount of dues owed to the Union by such employee. By the 15th of each month, the Company shall mail to the Financial Secretary of the Union a check made payable to the Union for the amount of dues the Company has withheld during such month, which shall be accompanied by a list, in duplicate, containing the names of the employees and the amount deducted from each such employee's earnings. Upon receipt of such check and list, said Financial Secretary of the Union shall sign one copy of such list, acknowledging receipt thereof, and promptly return such signed list to the Company.

(B) As of the effective date of this Agreement, the Union dues are \$50.00 per month. Such dues shall not be changed except in accordance with the applicable provisions of the International Constitution and/or By-Laws of the Union and, in such event, the Financial Secretary of the Union shall notify the Company, in writing, and the amount of monthly dues so changed shall thereafter be deducted by the Company from each such employee's earnings. The aforementioned authorization directing the Company to make the deductions as hereinabove provided for, when signed by an employee, shall be irrevocable for the duration of this Agreement or for a period of one (1) year, whichever date occurs first; and in the event any such employee desires to revoke such authorization on either of such dates, written notice thereof shall be given by such employee to the Company in accordance with the applicable provisions of such authorization; and the Company agrees to furnish the Union a copy of such notice.

(C) Upon receipt of an authorization signed by any employee to whom this Agreement is applicable, the Company shall withhold from such employee's earnings the amount specified therein for payment of Initiation and/or Reinstatement Fee. Such amount specified in such authorization shall be withheld from the earnings of such employee in accordance with the provisions of such authorization and shall be transmitted to the Financial Secretary of the Union in the same manner as prescribed in Subsection (A) above with respect to Union dues which are withheld by the Company, and when the full amount of such fee has been withheld from such employee's earnings and transmitted to the Union, such authorization shall be null and void and shall thereafter have no further force and effect.

(D) It is expressly understood and agreed that, upon receipt of proper proof, the Union will refund to the Company, or to the employee involved, any Union dues, Initiation and/or Reinstatement Fees erroneously withheld from an employee's earnings by the Company and paid to the Union.

MANAGEMENT PREROGATIVES -- APPLICATION
OF AGREEMENT -- SHOP RULES

Section 6.

(A) MANAGEMENT PREROGATIVES. The management of the Company's business and plant and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operations, shall be vested exclusively in the Company.

(B) APPLICATION OF AGREEMENT. Subject to the Provisions of this Agreement, the Company shall have the right to schedule and assign work to be performed and the right to hire or rehire employees, promote, recall employees who are laid off, demote, suspend, discipline or discharge for proper cause, transfer or lay off employees because of lack of work or other legitimate reasons, it being understood, however, the Company shall not discipline or discharge an employee except for proper cause, or otherwise improperly discriminate against an employee. It is further agreed, that at the request of the employee(s), a Shop Steward shall be present on any occasion the Company disciplines an employee(s) when such discipline is to become part of the employee(s) permanent record.

(C) SHOP RULES. The Company shall have the right to establish reasonable rules and regulations which are necessary to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent, or in conflict with the Provisions of this Agreement. Copies of such rules and regulations, if any, shall be maintained by the Company on its bulletin boards, and copies thereof furnished the Union. Changes in such rules and regulations, as well as new rules and regulations promulgated by the Company, shall not become effective until five (5) regular work days after copies thereof have been mailed to the Union, and posted on the Company's bulletin boards.

HOURS OF EMPLOYMENT

Section 7.

(A) FIRST SHIFT. When only one shift is employed, a regular workday shall consist of eight (8) consecutive hours, exclusive of the designated lunch period, with pay for eight (8) hours, between 8:00 A.M. and 5:00 P.M., and the regular work-week shall consist of forty (40) hours.

When two or three shifts are employed, a regular workday for the first shift shall consist of eight (8) consecutive hours, between 8:00 A.M. and 4:30 P.M., and a regular work-week for the first shift shall consist of forty (40) hours.

(B) SECOND SHIFT. When two or three shifts are employed, a regular workday for the second shift shall consist of eight (8) consecutive hours, exclusive of the designated lunch period, with pay for eight (8) hours, and the regular work-week for the second shift shall consist of forty (40) hours.

(C) THIRD SHIFT. When a third shift is employed, a regular work-day for the third shift shall consist of seven (7) consecutive hours, exclusive of the designated lunch period, with pay for eight (8) hours, and the regular work-week for the third shift shall consist of thirty-five (35) hours.

(D) The second shift (if any) shall immediately follow the preceding shift and the third shift (if any) shall begin thirty minutes prior to the end of the second shift.

(E) Monday through Friday shall constitute the regular workdays and regular work-week.

(F) The starting time and quitting time of the various shifts, as herein provided for, may be changed from time to time by mutual agreement between the Company and the Union.

(G) The foregoing Provisions of this Section describe the regular workday and the regular work-week, and are not intended to be construed as a guarantee of hours of work per day, or per week, or days of work per week. The regular scheduled work-week for each employee shall begin with the starting of his or her regularly scheduled shift on Monday of each week as hereinabove set forth.

OVERTIME -- ASSIGNMENT OF OVERTIME WORK

Section 8.

(A) Any employee, who having worked all of the hours constituting a regular work day except hours not worked as a result of confirmed illness or injury, (such workday being defined in Section 7 hereof), who performs work before or after regular hours on any shift (it being understood that such employee shall be granted work during all of the hours of such employee's regular work day) and all work done in excess of the regular workday or regular work-week on any shift, shall be paid for at the rate of one and one-half (1 ½) times such employee's current regular straight time hourly rate for the first two (2) hours and two (2) times such employee's current regular straight-time hourly rate thereafter.

(B) All work done on Saturday shall be paid for at the rate of time and one-half (1 ½) for the first eight (8) hours and double time thereafter, except that the second and third shifts (if any) shall complete their fifth (5th) regular workday of their regular work-week on Saturday morning at straight time rates provided; however, when an employee has been absent from work during the first five (5) days of his or her regular work-week (such work-week being defined in Section 7 hereof) unless such absence was at the direction of the Company, or as a result of a confirmed illness or injury, or because of being on paid vacation or because of the observance of a paid holiday, or because of approved leave of absence or other justifiable reasons, his or her pay shall be computed at straight time for work done that is not in excess of the number of hours constituting his or her regular workday, or in excess of his or her regular work-week on such Saturday; however it being understood that for work done which is in excess of the number of hours constituting his or her regular workday or the regular work-week on such Saturday, shall be paid for at the applicable overtime rate.

(C) All work done by an employee on Sunday shall be paid for at the rate of two (2) times such employee's current regular straight-time hourly rate; however, employees assigned to the second and third shifts, if any, for the preceding Saturday shall complete such shift(s) on Sunday morning at the rate applicable for the preceding Saturday.

(D) All work done by an employee on any recognized holiday specified in the succeeding Section, or day observed as such, shall be paid for at the rate of two (2) times such employee's current regular straight-time hourly rate, however, employees assigned to the second and third shifts, if any, for the preceding day shall complete such shift(s) on the morning of such holiday at the rate applicable for the preceding day.

(E) Overtime after the regular shift periods shall not exceed two (2) hours, unless a thirty (30) minute lunch period is allowed. A thirty (30) minute lunch period shall be allowed on the Company's time every four (4) hours thereafter.

(F) The Provisions of this Agreement are not intended and shall not be construed as preventing overtime work, provided, however, the Company agrees that while employees, who have acquired a seniority status of three (3) months or more are laid off, there will not be any overtime work performed on any work operation such employees are capable of performing, except in case of emergency, and then only for a period of not more than fifteen (15) workdays in a thirty (30) calendar day period.

(G) ASSIGNMENT OF OVERTIME WORK. The assignment of overtime work to be performed shall be made without discrimination, and insofar as practical, shall be prorated equitably among the employees qualified to perform the work operation in question. However, on work operations where the distribution of overtime work, as hereinabove provided, would not be practicable, the employees who regularly perform the work operation during the regular work hours of the regular workday and/or regular work-week shall be given preference when overtime work is required on such work operations.

When overtime work is to be performed on any day Monday through Friday, the employees to be assigned to such overtime work shall be given at least four (4) hours advance notice.

When work is to be performed on Saturday, Sunday or a holiday, or day observed as such, the employee(s) shall be notified at least four (4) hours before the end of their shift of the regular work-day immediately preceding such Saturday, Sunday or holiday, or day observed as such.

Notwithstanding the foregoing Provisions, it is understood and agreed it shall not be mandatory that an employee work overtime in the event he does not desire to do so, nor shall an employee who agrees to work overtime be required to work more than twelve (12) consecutive hours, exclusive of the lunch period, in any twenty-four (24) consecutive hour period or more than fifty (50) hours in any week, which shall be construed to mean Monday through Sunday.

HOLIDAYS

Section 9.

(A) RECOGNIZED HOLIDAYS. For the purpose of this Agreement, the following shall be recognized as holidays: New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, President's Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, the last eight (8) regular work hours of each shift preceding Christmas Day, Christmas Day, and a Floating Day, or days observed as such.

All of the foregoing holidays shall be observed on the day they occur except should any of the foregoing holidays occur on Sunday, the following Monday instead of such Sunday shall be recognized and observed as the holiday in question. All work done on any of the foregoing holidays, or days observed as such, including the last eight (8) regular work hours on each shift preceding Christmas Day, shall be paid for at the rate of double time, which shall be in addition to "Holiday Pay" the employee is entitled to. No work shall be done on Labor Day except where absolutely necessary to avoid hazard to life or property.

(B) PAID HOLIDAYS. Eligible employees shall be paid eight (8) hours pay at his or her current regular straight-time hourly rate for each of the recognized holidays enumerated in Subsection (A) above.

(C) ELIGIBILITY FOR HOLIDAY PAY. In order for an employee to be eligible to receive "Holiday Pay", as provided for in Subsection (B) of this Section, an employee must have been employed by the Company thirty (30) calendar days, or more, prior to the occurrence or observance of the holiday in question, and such employee, except for the reasons hereinafter set forth, must have performed work for the Company at least six (6) hours on the last regular work day immediately preceding, and at least six (6) hours the first regular work day immediately following the holiday in question on which he or she was scheduled to work for the Company, unless his or her failure to work for the Company on such day, or days, was due to absence because of being on paid vacation; or because of confirmed illness or injury that occurred or commenced on the holiday, the day immediately following the holiday, or during the sixty (60) calendar days immediately preceding the holiday in question; or because of lay off by the Company that commenced not more than twenty (20) calendar days next preceding the holiday in question; or because of employee's absence in order to attend funeral for mother, father, spouse, children, brother, sister and grandparents; or other justifiable reasons; or for any cause authorized, directed or approved by the Company or a leave of absence that is thirty (30) days in length or less in which an employee returns to work.

(D) An employee who is eligible for holiday pay as provided for in Subsection (C) above, shall, in addition to his or her regular vacation pay, receive "Holiday Pay" for any of the holidays listed in Subsection (A) above that occur or are observed during such employee's vacation period.

(E) The Floating Holiday is to be taken at a time to be chosen by the employee, subject to the employee giving at least a five(5) work day notification to the Company and receiving approval from the Company. The Company's approval will be made with due regard to seniority, and preference shall be given to employees requesting the observance of the Floating Holiday on their birthday or for a religious holiday. The final allocation of the Floating Holiday between July 1st and June 30th shall rest exclusively with the Company in order to ensure continuity of plant operations.

CLASSIFICATIONS -- WORK ASSIGNMENT -- RATES OF PAY

Section 10.

(A) Each employee shall be classified in the hereinafter mentioned classification which covers the work operation he or she performs for the Company. Effective as of July 1, 2016 the current hourly rate of each employee shall be increased the amount hereinafter set forth in Column "A" which is applicable for the classification in which such employee is included or classified, and continuing until midnight June 30, 2017 each employee shall be paid not less than the minimum wage rate hereinafter set forth in Column "B" which is applicable for the classification in which he or she is included or classified.

(B) Each employee shall be classified in the hereinafter mentioned classification which covers the work operation he or she performs for the Company. Effective as of July 1, 2017 the current hourly rate of each employee shall be increased the amount hereinafter set forth in Column "A" which is applicable for the classification in which such employee is included or classified, and continuing until midnight June 30, 2018 each employee shall be paid not less than the minimum wage rate hereinafter set forth in Column "B" which is applicable for the classification in which he or she is included or classified.

(C) Each employee shall be classified in the hereinafter mentioned classification which covers the work operation he or she performs for the Company. Effective as of July 1, 2018 the current hourly rate of each employee shall be increased the amount hereinafter set forth in Column "C" which is applicable for the classification in which such employee is included or classified, and continuing until midnight June 30, 2019 each employee shall be paid not less than the minimum wage rate hereinafter set forth in Column "B" which is applicable for the classification in which he or she is included or classified.

Erection and Field Fabrication - Employees working in the Field as described in Section 16 shall receive a \$3.00 per hour premium over the appropriate classification.

Shopmen's Ironworkers Local No. 790
Classifications - Rates of Pay

		A	B	C
Effective:	7/1/2015	7/1/2016	7/1/2017	7/1/2018
	Wage Rate	Wage Rate	Wage Rate	Wage Rate
Section 10 - Structural				
Working Foreman	\$22.62	\$23.12	\$23.62	\$24.37
Master Mechanic	\$22.82	\$23.32	\$23.82	\$24.57
Layerouts	\$21.76	\$22.26	\$22.76	\$23.51
Maintenance Man	\$21.76	\$22.26	\$22.76	\$23.51
Fitter 1	\$21.65	\$22.15	\$22.65	\$23.40
Fitters	\$19.48	\$19.98	\$20.48	\$21.23
CNC Operator	\$19.48	\$19.98	\$20.48	\$21.23
Pit Welder/Sub Arc Operator	\$18.21	\$18.71	\$19.21	\$19.96
Welder/Multi-tip Burner **	\$17.94	\$18.44	\$18.94	\$19.69
Burner	\$17.09	\$17.59	\$18.09	\$18.84
Hydraulic Press Operator	\$16.76	\$17.26	\$17.76	\$18.51
Beam De-cambering Machine Operator	\$16.76	\$17.26	\$17.76	\$18.51
Painter Primer	\$16.32	\$16.82	\$17.32	\$18.07
Machine Operator	\$15.78	\$16.28	\$16.78	\$17.53
Overhead Crane/Fork Lift Operators	\$15.78	\$16.28	\$16.78	\$17.53
Stockmen	\$15.78	\$16.28	\$16.78	\$17.53
Helper	\$11.85	\$12.35	\$12.85	\$13.60

Working Foreman to be paid \$.35 per hour above the Master Mechanic classification rate of pay when supervising a Master Mechanic.

Helpers can perform the following duties: clean shop, use hand held power tools, use hand burning torch, material cleaning, parts supply, print distribution, assist in tool room, locate material, and operate small fork-lift (6,000 lbs. and under), also, Helpers will be permitted to sling and operate a pendent controlled crane (5 tons and under) after twelve (12) months of continuous service with Company training or after eighteen (18) months of continuous service without training.

Shopmen's Ironworkers Local No. 790
Classifications - Rates of Pay

		A	B	C
Effective:	7/1/2015	7/1/2016	7/1/2017	7/1/2018
	Wage Rate	Wage Rate	Wage Rate	Wage Rate
Section 10 - Miscellaneous				
Working Foreman	\$22.62	\$23.12	\$23.62	\$24.37
Master Mechanic	\$22.82	\$23.32	\$23.82	\$24.57
Mechanic	\$21.76	\$22.26	\$22.76	\$23.51
Maintenance Man	\$21.76	\$22.26	\$22.76	\$23.51
CNC Operator	\$19.48	\$19.98	\$20.48	\$21.23
Welder	\$17.94	\$18.44	\$18.94	\$19.69
Burner	\$17.50	\$18.00	\$18.50	\$19.25
Precision Machinist	\$17.50	\$18.00	\$18.50	\$19.25
Machine Operator	\$15.77	\$16.27	\$16.77	\$17.52
Helper	\$11.85	\$12.35	\$12.85	\$13.60
Trainees to Mechanics:				
First three (3) months	\$20.65	\$21.15	\$21.65	\$22.40
Three (3) but less than six (6) months	\$20.98	\$21.48	\$21.98	\$22.73
Six (6) but less than nine (9) months	\$21.23	\$21.73	\$22.23	\$22.98
Nine (9) but less than twelve (12) months	\$21.50	\$22.00	\$22.50	\$23.25
Twelve (12) months or more	\$21.76	\$22.26	\$22.76	\$23.51

Helpers can perform the following duties: sling after twelve (12) months of continuous service with Company training or after eighteen (18) months of continuous service without training.

When an employee, whose hourly rate of pay is less than the rate hereinabove specified for Machine Operators, is assigned to such operation, the rate of such employee shall, upon starting of such assignment be increased fifty percent (50%) of the difference between his current rate and the rate herein specified for Machine Operators, and ninety (90) days after such assignment, his or her rate shall be increased to the minimum rate hereinabove specified for Machine Operators.

Shopmen's Ironworkers Local No. 790
Classifications - Rates of Pay

		A	B	C
Effective:	7/1/2015	7/1/2016	7/1/2017	7/1/2018
	Wage Rate	Wage Rate	Wage Rate	Wage Rate
Section 10 - Reinforcing				
Working Foreman	\$21.44	\$21.94	\$22.44	\$23.19
Maintenance Man	\$21.22	\$21.72	\$22.22	\$22.97
Machine Operator	\$17.18	\$17.68	\$18.18	\$18.93
Crane Operator	\$17.18	\$17.68	\$18.18	\$18.93
Helper	\$11.89	\$12.39	\$12.89	\$13.64

Helpers can perform the following duties: primer paint, clean shop, use hand held power tools, use hand burning torch, material cleaning, parts supply, print distribution, assist in tool room, locate material, and operate small fork-lift (6,000 lbs. and under), also, Helpers will be permitted to sling and operate a pendent controlled crone (5 tons and under).

Shopmen's Ironworkers Local No. 790
Classifications - Rates of Pay

Effective:	7/1/2015	7/1/2016	7/1/2017	7/1/2018
	Wage Rate	Wage Rate	Wage Rate	Wage Rate
Section 10 - Forderer				
Working Foreman	\$21.60	\$22.10	\$22.60	\$23.35
Mechanic	\$20.76	\$21.26	\$21.76	\$22.51
Welder	\$17.07	\$17.57	\$18.07	\$18.82
Burner	\$16.62	\$17.12	\$17.62	\$18.37
Precision Machinist	\$16.62	\$17.12	\$17.62	\$18.37
Machine Operator	\$15.38	\$15.88	\$16.38	\$17.13
Helper	\$11.54	\$12.04	\$12.54	\$13.29
Trainees to Mechanics:				
First three (3) months	\$19.66	\$20.16	\$20.66	\$21.41
Three (3) but less than six (6) months	\$19.97	\$20.47	\$20.97	\$21.72
Six (6) but less than nine (9) months	\$20.25	\$20.75	\$21.25	\$22.00
Nine (9) but less than twelve (12) months	\$20.50	\$21.00	\$21.50	\$22.25
Twelve (12) months or more	\$20.76	\$21.26	\$21.76	\$22.51

Experienced Helper - Any employee who has worked in the trade at a Local No. 790 company for ninety (90) days or longer prior to June 30, 1983, and any employee who was hired prior to June 30, 1983, will be paid at the Experienced Helper rate of pay.

Helper - Any employee hired in this classification after July 1, 1983.

Any employee selected to participate in a Training Program approved by the Company will have his or her progress reviewed by a committee. In the event his or her progress is unsatisfactory at any particular level, he will be held at that level and a suitable program designed to help him or her complete that phase of his or her training, until his or her progress is such that he or she can proceed to the next training level.

MASTER MECHANIC A Master Mechanic is defined as a craftsman who has worked as a Mechanic, Layerout, Template Maker or Blacksmith in the trade for at least seven (7) years and who meets the following minimum qualifications:

STRUCTURAL MASTER MECHANIC must be able to competently read blueprints, perform three dimensional layout and fit. Additionally, the Structural Master Mechanic must be able to competently perform in at least three out of four of the following work operations:

1. Machine tool set up.
2. Welding & Burning.
3. Heavy plate fabrication.
4. Template making.

MISCELLANEOUS MASTER MECHANIC must be able to competently read blueprints, perform three dimensional layout, such as stairs and rails, fit and make on site measurements. Additionally, the Miscellaneous Master Mechanic must be able to competently perform in at least three out of four of the following work operations:

1. Machine tool set up.
2. Welding & Burning.
3. Non ferrous fabrication.
4. Hot and cold forming.

The employers may apply any premium currently being paid to a Mechanic, Layerout, Template Maker or Blacksmith to the increased rate for a Master Mechanic. It is not necessary to carry such premiums up except to the extent that the premium exceeds the difference between the current classification rate of pay and the Master Mechanic rate of pay.

WELDER I or BURNER TRAINEES

In the event an employee(s) is assigned to perform the duties of the classification designated as Welder, Multi-tip Burner or Burner and if the current hourly rate of the employee(s) is less than the rate hereinabove specified in this Section for the classification to which he is assigned, namely Welder, Multi-tip Burner or Burner, as the case may be, then in that event the rate of such employee(s) shall, upon starting of such assignment, be increased an amount equal to fifty per cent (50%) of the difference between his current hourly rate and the rate specified in this Section for Welder, Multi-tip Burner or Burner, as the case may be, and ninety (90) days after the beginning of such assignment, such employee(s) shall be paid not less than the rate specified in this Section for the classification to which he is assigned, namely Welder, Multi-tip Burner or Burner.

(B) Each employee's regular straight-time hourly rate shall be increased the sum of thirty cents (.30) per hour worked during the period such employee is assigned to the second shift. Each employee's regular straight-time hourly rate shall be increased the sum of thirty cents (.30) per hour worked during the period such employee is assigned to the third shift.

(C-1) It is recognized that from time to time it may be necessary for the Company to temporarily assign employees to a work operation other than that on which they are normally employed, and when an employee is assigned to a work operation for which the minimum wage rate herein specified is higher than his or her regular straight-time hourly wage rate, such employee shall be paid not less than the minimum wage rate herein specified for such work operation for the entire period of such assignment. When the cumulative number of hours of assignments of employees to any higher rated work operation amounts to one hundred sixty (160) clock hours in a twelve (12) week period, such assignment shall cease to be temporary and it shall be recognized that a vacancy exists with respect to the work operation in question, and such vacancy shall be filled by applying the Seniority Provisions of this Agreement.

(C-2) The regular straight-time hourly wage rate of an employee, who is temporarily assigned to a work operation for which the minimum wage rate herein specified is lower than his or her regular straight-time hourly wage rate, shall not be reduced nor shall there be any reduction in the regular straight-time hourly wage rate of any employee for the duration of this Agreement, except as a result of the application of the Seniority Provisions set forth in this Agreement, even though the employee may be receiving more than the minimum wage rate herein specified for the classification applicable to the work operation in which such employee is included or classified.

(D) The rates of pay set forth in Subsection (A) of this Section are minimum straight-time hourly wage rates, and nothing contained herein shall be construed as prohibiting or requiring the Company to grant individual employees, for length of service or other reasons, a wage increase which would result in such an employee's regular straight-time hourly wage rate being in excess of the minimum wage rate herein specified for the work operation he or she performs, however, in the event such wage increases are granted, the Company shall notify the Union, in writing, of the names of the employees who are granted an increase, the amount of such increase, the effective date thereof, and the reason therefor.

(E) Should the Company undertake work operations not covered by the classifications set forth in Subsection (A) of this Section, such work operations shall be classified and minimum wage rates established therefor through prompt negotiations between the Company and the Union. Such negotiations shall be commenced and completed as soon as practicable. When such classifications and wage rates have been determined, they shall become effective at the time such production operations commence.

10-H

PAY DAYS -- BONUS AND PIECE WORK

Section 11.

(A) Employees shall be paid on a regular designated pay day once each week in cash or its equivalent no later than quitting time except in case of emergency which is beyond the Company's control. The regular pay day for employees assigned to the second or third shifts shall be no later than Thursday of each week, except in case of emergency which is beyond the Company's control. When an employee is laid off or discharged, he or she shall be paid off immediately in cash or its equivalent.

(B) There shall be no piece, bonus or contract work by the employees, and all work performed shall be paid for on an hourly basis.

REPORTING PAY

Section 12.

(A) Any employee who is scheduled or required to and does report for work on any day and is not put to work for at least four (4) hours shall be paid at the applicable rate for four (4) hours' actual work on that day, except where failure to so put such employee to work is occasioned by non-operation of the plant, or a substantial part thereof, as a result of fire, Act of God, failure of power or major breakdown of equipment. Notwithstanding the foregoing, it is understood and agreed that any employee who is scheduled or required to and does report for work on any day and is not put to work for at least two (2) hours because of rain or other inclement weather shall be paid the applicable rate for two (2) hours' actual work on such day.

(B) Any employee who, by order of the company, is called back to work during the twelve (12) consecutive hours immediately following the regular quitting time of his or her regular shift shall, for all time worked during such twelve (12) hour period, be paid the applicable overtime rate therefore, or such employee shall receive four (4) hours' pay at the applicable overtime rate, whichever is greater, provided however, in the event of a shift change of five (5) consecutive work days or more an employee may at his or her own discretion when requested by the Company transfer from one shift to another in less than the twelve (12) hours referred to in this Subsection (B) and in such event such employee shall be paid the applicable rate for the shift to which he or she transfers.

(C) Any employee injured at the Company's plant, who is sent to a doctor and returns to work during his or her regular working hours the same day, shall be paid by the Company the applicable wage rate for such time thereby lost on such day by such employee; and if he or she shall, on any subsequent day on which he or she performs work for the Company, go to the doctor for treatment of such injury during his or her regular working hours, he or she shall be paid by the Company the applicable wage rate for such time thereby lost on such day by such employee. An employee who sustains an injury during working hours shall, when necessary be furnished transportation by the Company to and/or from the doctor's office or the hospital, as the case may be. Should an injured employee be admitted to a hospital or be instructed by the Company or the doctor to refrain from performing further work on the day such employee is injured, such employee shall receive the applicable hourly rate for the entire work day.

VACATION/ PAID TIME OFF (PTO)

Section 13.

(A) VACATION / PAID TIME OFF BENEFITS. For vacation purposes only, one year's service with the Company shall be defined as twelve hundred (1200) working hours accumulated in a twelve (12) month period from the preceding July 1st.

Each eligible employee shall be granted a vacation with pay in accordance with the following schedule:

1. One (1) week vacation (seven (7) consecutive days) with full pay, forty (40) hours at the current regular straight-time hourly wage, shall be granted to all employees with twelve hundred (1200) hours continuous service with the Company.
2. Two (2) weeks vacation (fourteen (14) consecutive days) with full pay, eight (80) hours at the current regular straight-time hourly wage, shall be granted to all employees with one (1) year plus twelve hundred (1200) hours continuous service with the Company.
3. Three (3) weeks vacation (twenty-one (21) consecutive days) with full pay, one-hundred and twenty (120) hours at the current regular straight-time hourly wage, shall be granted to all employees with seven (7) years plus twelve hundred (1200) hours continuous service with the Company.
4. Four (4) weeks vacation (twenty-eight (28) consecutive days) with full pay, one hundred and sixty (160) hours at the current regular straight-time hourly wage, shall be granted to all employees with seventeen (17) years plus twelve hundred (1200) hours continuous service with the Company. (Not applicable to employees hired on or after July 27, 1989 or any employee who has not completed seventeen (17) years of continuous service).

"Continuous service" referred to in the preceding Subsections of this Section shall be used as the term "continuous service" is used in Section 18 of this Agreement.

(B) PRORATED VACATION BENEFITS. Any employee who fails to qualify for full vacation benefits shall be eligible for prorated vacation in accordance with the following schedule:

Hours Worked	Days of Vacation
120	$\frac{1}{2}$
180	$\frac{3}{4}$
240	1
300	1- $\frac{1}{4}$
360	1- $\frac{1}{2}$
420	1- $\frac{3}{4}$
480	2
540	2- $\frac{1}{4}$
600	2- $\frac{1}{2}$
660	2- $\frac{3}{4}$
720	3
780	3- $\frac{1}{4}$
840	3- $\frac{1}{2}$
900	3- $\frac{3}{4}$
960	4
1020	4- $\frac{1}{4}$
1080	4- $\frac{1}{2}$
1140	4- $\frac{3}{4}$
1200	5

This schedule shall also be used in prorating vacation benefits for employees working on two (2) week, three (3) week or four (4) week vacation credits. Two (2) weeks vacation is two (2) times the schedule, three (3) weeks vacation is three (3) times the schedule, four (4) weeks vacation is four (4) times the schedule.

(C) VACATION PAY. Each employee shall receive vacation pay at his or her current regular straight-time hourly rate, prior to the starting of his or her vacation period. Each employee may receive his or her vacation check separate from the weekly pay check if compatible with the Company's accounting procedure. Vacation pay shall be paid at the employee's regular straight-time hourly rate applicable to each week of his or her vacation. If there is a change in shift, any employee affected, shall be paid vacation pay at the previous shift rate when his or her vacation occurs within thirty (30) days of the shift change.

When an employee is discharged, such employee shall be paid on the day of discharge; or when an Employee resigns, such employee shall be paid, within three (3) calendar days, the amount of vacation pay accrued to such employee's credit as of the date of termination. In the event an employee is laid off, the amount of vacation pay accrued to such employee's credit as of the date the layoff occurs, shall not be paid until the vacation period of the employee, unless the employee submits a written request to the Company for payment of such vacation pay and in that event, the vacation pay will be paid within seven (7) calendar days from the date the employee makes such written request.

No employee shall be permitted to accept pay in lieu of actual vacation time off.

(D) VACATION PERIODS. Vacations as provided for herein shall be granted between July 1 and June 30 of each contract year during which this Agreement remains in effect, at a time which will not interfere with the Company's production requirements. Employees with two (2) or more weeks vacation may take one (1) week's vacation by days if mutually agreed upon between the Company and the employee. It is further provided and agreed that employees may, with the permission of the Company take their vacation during some other period in the current contract year, and provided further that employees entitled to more than one week's vacation under the terms of this Section, may, with permission of the Company, take their vacation in non-consecutive weeks. Vacations shall not be cumulative but must be granted and taken in the current contract year in which they are due. Employees are not permitted to combine one year's vacation with the next year's vacation except where it is agreed to by the Employer and the Union.

On or before March 15th of each year each employee shall notify the Company, in writing, of his or her first and second choice for a vacation period and, insofar as practicable, his or her vacation will be granted at the time most desired by the employee in question with due regard for seniority, provided, however, that the final allocation of vacation period between July 1 and June 30 shall rest exclusively with the Company in order to insure continuity of plant operations. On or before April 10th of each year the Company will post the vacation schedule showing the vacation period allotted to each employee. Unless mutually agreed by the Company and the employee involved, such vacation schedule shall not be changed after it has been posted. Any employee who is off work due to sickness or injury at the commencement of his or her allotted vacation period shall have the option of using that period for his or her vacation or may request to reschedule his or her vacation at a time mutually acceptable to the employer and the employee after returning to work following such sickness or injury.

Should the Company close its plant or plants for one (1) or two (2) weeks for vacation purposes, the employees of such Company who are not eligible for vacation at the time the plant is closed, shall, for each such week, be given credit for forty (40) hours for the purpose of computing hours worked for vacation purposes, as hereinabove provided, notice thereof shall be posted by the Company on its bulletin boards thirty (30) days prior to the date the plant or plants will be closed, copies of which shall be furnished the Union.

(E) PTO/Sick Leave

Employees may use accrued PTO/Vacation time off for purposes of sick leave, as defined in Sections 245-249 of the labor Code, up to a maximum of 24 hours of sick leave in a calendar year. Sick leave may be used in increments of 2 hours or more.

If the need for sick leave is foreseeable, an employee must provide reasonable advance notice- either orally or in writing- to their supervisor of an absence from work. If the use of sick leave is unforeseeable, an employee must provide notice –either orally or in writing- to their supervisor as soon as practicable.

Except as prohibited by law, the Company reserves the right to request verification of the need for sick leave consistent with the terms of any applicable state or local law. The Company may request documentation related to the use of sick leave for other reasons as required or permitted under federal, state or local law.

This provision shall supersede any local, State, or Federal sick leave requirement, and specifically meets the requirement as outlined in California Labor Code Sections 245-249.

(E-1) Any local, State or Federal legislation enacted, resulting in negative financial impact to the Union or Management shall be exempted by this Section, and in the event the legislation precludes exclusion for parties covered by valid Collective Bargaining Agreements, the parties agree to the full extent permitted, prior to the effective date, to enter into bargaining for the purpose of addressing the specific legislation.

WELFARE BENEFITS

Section 14.

(A) Beginning July 1, 2016 and continuing until midnight of June 30, 2017, the Company agrees to pay to "SHOPMEN'S LOCAL UNION NO. 790 WELFARE PLAN", (hereinafter referred to as the "Welfare Plan"), five dollars and twenty nine cents (\$5.29) per hour for each hour of time paid to all employees covered by this Agreement.

(B) Beginning July 1, 2017 and continuing until midnight of June 30, 2018, the Company agrees to pay to "SHOPMEN'S LOCAL UNION NO. 790 WELFARE PLAN", (hereinafter referred to as the "Welfare Plan"), five dollars and thirty nine cents (\$5.39) per hour for each hour of time paid to all employees covered by this Agreement. Future (July 1, 2018 to June 30, 2019) benefit contribution increases will be deducted from the scheduled increase to the hourly wage rate of each employee.

The "Welfare Plan" shall be administered pursuant to an Agreement and Declaration of Trust heretofore adopted and shall be administered jointly by an equal number of Employer and Union Trustees selected as prescribed in such "Agreement and Declaration of Trust". The funds paid by the Company, as hereinabove provided, shall be used exclusively to provide group insurance and other related Welfare Benefits to eligible employees and their families in such form and amount as the Trustees of said "Welfare Plan" may determine. Said "Agreement and Declaration of Trust" with any amendments thereto shall be deemed to be a part of this Agreement as though set forth herein at length.

(C) The payments of the Company as provided for in Subsection (A) above shall be made monthly only to said Trustees and shall be made on the date and in the amount and form prescribed by said Trustees. The benefits to be received by eligible employees and their families shall be set forth in contracts with a responsible insurance carrier, or carriers, and said Trustees shall furnish the Company and all eligible employees a schedule and description of said Welfare Benefits and the eligibility rules which shall govern same.

(D) The Company agrees to furnish said Trustees all records pertaining to the names of its employees, Social Security numbers, classifications, hours paid, and other information as may be required by the Trustees for the proper and efficient administration of the Welfare Plan.

(E) Failure of the Company to make the required monthly payments to said Welfare Plan in accordance with the Agreement and Declaration of Trust on the date and in the manner prescribed by said Trustees, shall constitute a breach of this agreement and the Union, notwithstanding anything to the contrary contained in this Agreement, shall have the right to remove its members from the plant or plants, of the Company in question.

PENSION PLAN

Section 15.

(A) Beginning July 1, 2016 and continuing until midnight of June 30, 2017, the Company agrees to pay to "Shop Ironworkers Local 790 Pension Trust" (hereinafter referred to as the "Pension Trust"), three dollars and forty nine cents (\$3.49) per hour for each hour of time paid to all employees covered by this Agreement. The aforementioned three dollars and forty nine cents (\$3.49) contribution shall be allocated by the Trustees of the Pension Trust (hereafter "Pension Trustees") as follows:

(i) Two dollars and eighty six cents (\$2.86) per hour shall be allocated to the existing defined benefit pension plan, and

(ii) Sixty-three **cents** (\$.63) per hour shall be allocated to an individual account retirement plan which is to be created and administered by the Pension Trustees.

(B) Beginning July 1, 2017 and continuing until midnight of June 30, 2018, the Company agrees to pay to "Shop Ironworkers Local 790 Pension Trust" (hereinafter referred to as the "Pension Trust"), three dollars and fifty nine cents (\$3.59) per hour for each hour of time paid to all employees covered by this Agreement. The aforementioned three dollars and fifty nine cents (\$3.59) contribution shall be allocated by the Trustees of the Pension Trust (hereafter "Pension Trustees") as follows:

(i) Two dollars and ninety six cents (\$2.96) per hour shall be allocated to the existing defined benefit pension plan, and

(ii) Sixty-three **cents** (\$.63) per hour shall be allocated to an individual account retirement plan which is to be created and administered by the Pension Trustees. Future (July 1, 2018 to June 30, 2019) benefit contribution increases will be deducted from the scheduled increase to the hourly wage rate of each employee.

The term employee as used in this Section shall mean any employee who has completed at least ninety (90) calendar days of continuous active employment with the Company. However, a new employee who has had contributions made to the Pension Trust on his behalf within the three-month period preceding his date of hire, as certified by the Union, shall have Pension Trust funds contributed as set forth in this Section starting with the first hour of employment.

The Pension Trustees shall have full discretion and complete control over assets and plan design of the defined benefit pension plan and the individual account retirement plan. The Pension Trustees are expressly authorized, in their sole discretion, to change the allocation of the contributions paid to the Pension Trust as between the defined benefit plan and the individual account retirement plan at any time, so long as the allocation to the defined benefit plan complies with the minimum funding requirements of federal law.

The Pension Trust is currently and shall in the future be administered by an equal number of Employer and Union Trustees selected in accordance with the terms of the existing Shop Ironworkers Local 790 Pension Trust Agreement (1992 Restatement) (hereafter referred to as the "Pension Trust Agreement.") The funds paid by the Company to said Pension Trust as hereinabove provided for shall be used solely for providing retirement benefits for eligible employees in accordance with the provisions of said defined benefit pension plan and individual account retirement plan, or as may be determined by the Joint Board of Trustees of said Pension Trust as provided for in the Pension Trust Agreement as it may be amended **from** time to time. The aforementioned Pension Trust Agreement, together with any amendments thereto, shall be recognized and considered as being a part of this Agreement as though set forth herein at length.

(B) The Company agrees to furnish said Trustees all records pertaining to the names of its employees, Social Security numbers, classifications, the hours of time paid, and such other information as may be required by the Trustees for the proper and efficient administration of the "Pension Plan".

(C) Failure of the Company to make the required monthly payments provided for in Subsection (A) above to said "Pension Plan" in accordance with the terms and provisions of the Agreement and Declaration of Trust, on the date and in the manner prescribed by said Trustees shall constitute a breach of this Agreement and the Union, notwithstanding anything to the contrary contained in this Agreement, shall have the right to remove its members from the plant or plants of the Company in question.

Ironworkers Management Progressive Action Cooperative Trust (IMPACT).

Section 15-B

In addition to the per hour wage rate, Effective July 1, 2016 six cents (\$0.06 total per hour worked) to the 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 Negotiated Workers' Compensation Program

Section 15-C

The Ironworkers Negotiated Workers' Compensation Program created by the Addendum to the California District Council of Ironworkers Collective Bargaining Agreement, dated February 6, 2003, and as thereafter may be amended, is continued in existence. The Ironworkers Negotiated Worker's Compensation Program Trust created by the agreement and Declaration of Trust dated January 15, 2003, is continued in existence. Effective July 1, 2016, a contribution of three and one-half cents (\$.035) per hour for each hour paid for and/or worked will be made to the Ironworkers Negotiated Workers' Compensation Program.

15-C

Section 16.

No employee covered by this Agreement will be permitted or assigned to work for the Company on field fabrication, installation, or erection work coming within the jurisdiction of an outside local union of the International except for residential, light commercial, or any other so approved field work, and then only with the written permission from the President of the District Council of Iron Workers of the State of California and Vicinity. It is agreed that any employee so assigned to such work shall continue to hold and accrue all rights and benefits set forth in this Agreement.

APPRENTICES

Section 17.

(A) Beginning July 1, 2016 and continuing until midnight of June 30, 2019, the Company agrees to pay to 'SHOPMEN IRONWORKERS LOCAL 790 APPRENTICESHIP TRAINING FUND TRUST' (hereinafter referred to as the "Apprenticeship Training Fund"), thirteen cents (\$.13) per hour for each hour of time paid to all employees covered by this Agreement.

The "Apprenticeship Training Fund" shall be administered pursuant to an Agreement and Declaration of Trust heretofore adopted and shall be administered jointly by an equal number of Employer and Union trustees, selected as prescribed in such "Agreement and Declaration of Trust". Said "Agreement and Declaration of Trust" with any amendments thereto shall be deemed to be a part of this Agreement as though set forth herein at length. (Not applicable to Reinforcing Steel Fabrication Shops.)

(B) The payments of the Company as provided for in Subsection (A) above, shall be made monthly only to said Trust and shall be made on the date and in the amount and form prescribed by said Trust. (Not applicable to Reinforcing Steel Fabrication Shops.)

(C) Failure of the Company to make the required monthly payments to said "Apprenticeship Training Fund" in accordance with the "Agreement and Declaration of Trust" on the date and in the manner prescribed by said Trust, shall constitute a breach of this Agreement and the Union, notwithstanding anything to the contrary contained in this Agreement, shall have the right to remove its members from the plant or plants, of the Company in question. (Not applicable to Reinforcing Steel Fabrication Shops.)

(D) The provisions of this Agreement shall be applicable to all Apprentices who may be employed by the firms to whom this Agreement is applicable. It is understood that Apprentices will not be employed except in accordance with "Standards of Apprenticeship" approved by the Company, the Council, the Union, the Administrators of Apprenticeship for the State of California, and the International.

SENIORITY

Section 18.

(A) Employees shall be regarded as probationary employees until they have worked for the Company within the bargaining unit described and set forth in Section 1 of this Agreement an aggregate total of sixty (60) days within the period of six (6) months from the first date of employment, and during such probationary period all the Provisions of this Agreement shall apply to such employees except the Provisions of Subsection (B) of this Section, however, should any such probationary employee be discharged or laid off, the Company shall be under no obligation to re-employ such person. When employees have completed the aforementioned probationary period, they shall have a plant-wide seniority status beginning with the date of employment within the bargaining unit and their continuous service shall commence as of such date. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of such layoffs, injury, illness, leaves of absence, or other cause not due to the voluntary act or fault of the employee, however, the continuous service of an employee and his or her seniority status shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise:

- (1) Absence from work without leave, as hereinafter provided for in this Agreement, for three (3) consecutive work-days unless the employee can prove that his or her failure to obtain such leave was due to circumstances beyond his or her control.
- (2) Failure of an employee to report for work and return to work, when laid off, in accordance with the following procedure: Employees who are laid off shall keep the Company advised, in writing, of their current address. Any employee who is laid off shall be recalled to work by the Company when work is available for him or her in accordance with his or her seniority status, and the Company shall notify such employee, in writing or by telegram addressed to such address, which shall specify the date and hour to report for work, which shall be not less than five (5) regular work days nor more than fifteen (15) regular work days after the mailing or sending of such notice. The employee shall, within three (3) regular work days after receiving such notice, notify the Company by mail, telegram, telephone call, or by person whether or not he or she will report to work at the time requested, however, such notification shall not be required of the employee in the event the employee is unable to give such notice or to return to work as requested because of injury or confirmed illness prohibiting him or her from doing so. Within twenty-four (24) hours after the Company has sent such notice to such employee to report for work as hereinabove provided, a copy of such notice shall be mailed to the Union.
- (3) Discharge of an employee for proper cause.
- (4) When an employee resigns or quits.
- (5) Failure of an employee to report to work and return to work following the conclusion of an approved leave of absence.

(6) When an employee has not performed any work for the Company for twelve (12) consecutive months as a result of layoff by the Company or as a result of illness or injury, it being understood that, in the case of an employee who has not performed work for the Company for twelve (12) consecutive months as the result of an on the job illness or injury covered by workers' compensation, said employee shall be entitled to re-employment when released for return to unrestricted work, provided that: (a) The employee requested the reemployment privilege in writing prior to the expiration of the above twelve (12) consecutive month period. (b) The employee reports for re-employment within five (5) working days of his or her release by the doctor. (c) Such unrestricted release occurs within three (3) years of the end of the aforementioned twelve (12) consecutive month period. Employees re-employed under this Section shall be granted all accumulated seniority up to the end of the twelve (12) consecutive month period but shall accumulate no additional seniority during the three (3) year re-employment period.

(B) In all cases of promotions, demotions, when filling vacancies which may occur, when new work operations are created, when work operations are abolished, when work operations that have been abolished are re-established, and in all cases of increase or decrease of forces preference shall be given employees with the greatest length of continuous service and who have the ability to perform the work operation in question in accordance with the generally recognized shop requirements for such work. In determining the generally recognized requirements for such work, the Company may consider the following factors without discrimination: employee safety record, employee attendance, and employee disciplinary record. In all cases of demotions, when work operations are abolished, and when decrease in forces occurs, the employee(s) affected may replace any junior employee assigned to a work operation which the senior employee is capable of performing, however, such senior employee may, in lieu of accepting a lower rated work operation, take time off (not to exceed twelve (12) months) and in that event such employee shall not be compelled to subsequently accept an assignment to a lower rated work operation as a condition of retaining his or her seniority status. When it becomes necessary to reduce the number of employees assigned to any work operation which would result in an employee or employees being laid off, the Supervisor in charge of the work operation in question, with the Shop Steward, shall, before or during the third day preceding the date on which the layoff is to take effect, interview the employee or employees who are subject to be laid off; and such employee(s) shall at that time inform the Supervisor and the Shop Steward whether or not he or she desires to accept an assignment to another work operation during such period of reduction of forces or accept the lay off. The decision made by such employee during such interview shall be final and binding upon such employee.

When a determination has been made as to which employee or employees are to be laid off, as hereinabove provided for, the employee(s) to be laid off shall be so notified, in writing, not less than twenty-four (24) hours preceding the date on which the layoff is to take effect. Should an employee(s) not be given the aforementioned twenty-four (24) hours' advance notice of the layoff, such employee(s) shall be paid the regular straight-time hourly wage rate for any difference between the length of notice given and the twenty four (24) hours period provided for herein.

The notification of layoff, as provided for, shall not apply with respect to temporary layoffs because of lack of work for five (5) consecutive work days or less, or because of breakdown of machinery, floods, fires, or Acts of God; however, the determination as to the employee(s) who is to be laid off for either of such reasons shall be made in accordance with the Provisions of this Section. On a temporary layoff not to exceed five (5) consecutive work days, seniority shall not be invoked by an employee outside his or her department which would result in the displacement of another employee except as a result of the application of the foregoing Provisions of this Subsection. When work is available in any classification on any shift which would necessitate that new employees be hired for such work, the employees classified in such classification and who are assigned to another shift shall, in accordance with their length of continuous service, be given an opportunity to be transferred to the work available in their classification on such other shift before new employees are assigned to such work.

(C) The Company shall supply the Union a list of all employees with date of hire as of the effective day of this Agreement. Thereafter, once each month, the Company shall furnish the Union with the names of all employees hired and/or terminated, together with dates of same, on duplicate forms furnished by the Union. The Company shall, within fifteen (15) days after the signing of this Agreement, furnish the Union a seniority schedule containing the name, date of employment, rate of pay and classification of each employee. Upon request, revised schedules shall be furnished to the Union by the Company each three (3) months during the term of this Agreement. In order to facilitate the proper administration of this Agreement, the Chief Shop Steward shall be furnished, upon request, information concerning the employment date, classification and rate of pay of any employee to whom this Agreement is applicable.

(D) Apprentices shall not acquire seniority under the provisions of this Section 18, except with respect to other Apprentices employed by the Company. However, Apprentices shall be given preference in accordance with their respective length of continuous service with the Company should it become necessary to lay off an Apprentice to maintain the proper ratio of Apprentices as provided for in the Standard of Apprenticeship referred to in Section 17 hereof. Upon successful completion of his or her apprenticeship, an Apprentice shall acquire a seniority status in accordance with his or her length of continuous service with the Company from date of hiring.

(E) Any employee who has performed work in the bargaining unit covered by this Agreement for a period of two (2) years or more and who subsequently is removed from the bargaining unit and assigned to a supervisory position by the Company, shall, for a period not to exceed six (6) months, maintain the seniority acquired by him or her prior to such supervisory assignment, but shall not continue to accumulate seniority within the bargaining unit during the period of such supervisory assignment. In the event such employee is subsequently reassigned within the bargaining unit within the six (6) month period referred to above, the seniority which he or she had accumulated prior to his or her assignment to the supervisory position shall become operative and he or she shall thereafter continue to accumulate seniority while in the bargaining unit. In the event such employee is retained in such supervisory position for a period in excess of six (6) months, his or her seniority status within the bargaining unit shall be terminated.

(F) If the Company closes its plant or plants which results in termination of employees, or moves its plant or plants outside the present jurisdiction of the Local Union and termination of employees results, it shall pay severance benefits as negotiated with the Local Union, to employees with one (1) or more years of continuous service with the Company (as the term continuous service is defined in Section 18 of this Agreement).

At such time that a notice is given in accordance with the provisions of this Subsection, a formula shall be negotiated which will set forth what benefits affected employee(s) will receive.

If the Company moves its plant or plants within fifty (50) miles from its present location, the Company will continue to recognize the Union and employees shall take their seniority rights with them to the new location, but shall receive no severance pay. If the Company moves the plant or plants more than fifty (50) miles from its present location, but within the present jurisdiction of the Union, the Company will continue to recognize the Union and pay severance benefits to any terminated employee(s). Employees who move with the Company to the new location outside the fifty (50) mile radius but within the present jurisdiction of the Union, shall take their seniority and other Agreement rights with them.

The Company shall notify the Union in writing at least thirty (30) days prior to the closing or moving of its plant and the consequent termination of employees. Should the above plant movement or closing be the result of causes beyond the control of the Employer, the thirty (30) days notice shall not apply.

LEAVES OF ABSENCE

Section 19.

(A) Leaves of absences, without pay, shall be granted by the Company to any employee for reasonable cause, without prejudice to the employee's seniority or other rights. Application for leave of absence must be made in writing to a representative of the Company designated by it for such purpose, and be approved in writing by such Company representative. Leaves of absence, without pay, not to exceed ninety (90) days, may be granted to employees with five (5) years seniority or more, upon application in writing to the Company by such employee. Such ninety (90) day leaves of absence shall be granted only once every five (5) years. A copy of the employee's application and approval thereof shall be sent to the Union. Generally, leaves of absences will be for a period of not more than thirty (30) days, but may be extended for a reasonable cause by mutual agreement between the Company and the Union. Any employee elected or appointed as a Union officer, or as a delegate to any labor activity, necessitating a leave of absence, shall be granted such leave without pay for a period of thirty-eight (38) months subject to renewal at the end of such period at the option of the Company. Employees granted "Leaves of Absences" shall be re-employed by the Company at the end of such leave if work is available in accordance with his or her accumulated seniority and, in any event, shall be re-employed as soon as work is available in accordance with such employee's seniority status. Any employee who, while on leave of absence, obtains employment with another employer without having obtained prior permission to do so from the Company and the Union shall be subject to discharge.

(B) Any employee who, by order of any Court, is required to serve as a juror shall, for each such day (to be limited to five (5) days per calendar year or for any one continuous case, whichever is greater), be paid by the Company the difference between the amount he or she receives for service as a juror and the amount that would have been paid to such employee by the Company for eight (8) hours' work at such employee's day shift hourly rate, it being understood that if such employee is not accepted as a juror and is released by the Court from such service, he or she shall report to work for the Company as soon as possible if such release occurs during the hours of such employee's shift. Employees shall not be paid Jury Duty pay for time spent in Jury selection. Within twenty-four (24) hours after receipt of subpoena or summons, same shall be submitted by the employee to his or her immediate supervisor, which shall constitute proper notice that such employee will be absent from work on the day or days specified in such subpoena or summons.

(C) In the event of a death in the immediate family (mother, father, spouse, children, brother, sister, grandparents, current mother-in-law or father-in-law) of an employee, such employee shall be permitted to take such time off, without pay, not to exceed five (5) work-days if traveling one hundred fifty (150) miles or more or not to exceed three (3) work-days if traveling less than one hundred fifty (150) miles unless mutually agreed by the Company and the employee.

GRIEVANCE PROCEDURE

Section 20.

(A) Shop Stewards shall be appointed by the Union from among its members employed in the shop covered by this Agreement, as follows:

1. A Chief Shop Steward shall be appointed in shops employing twenty-five (25) or less employees.
2. A Chief Shop Steward and one (1) Assistant Shop Steward shall be appointed in shops employing more than twenty-five (25) but less than fifty (50) employees.
3. A Chief Shop Steward and Assistant Chief Shop Steward and not more than three (3) additional Shop Stewards shall be appointed in shops employing fifty (50) or more employees. The Union shall keep the Company informed of the names of the members appointed as Shop Stewards.

(B) In shops employing less than fifty (50) employees, the Steward or Stewards in such shops shall constitute the Shop Committee. In shops employing fifty (50) or more employees, the Shop Committee shall be composed of the Chief Shop Steward and the Assistant Chief Shop Steward. In the event the Chief Shop Steward or Assistant Chief Shop Steward is absent, whichever is present and one (1) Shop Steward shall constitute the Shop Committee. Shop Stewards shall not be discriminated against for performing their duties as hereinafter provided for, nor shall any employee be discriminated against for presenting a grievance or dispute, or consulting with a Shop Steward about any complaint or grievance. After a grievance or dispute has been presented, as provided for in Subsection (C) hereof, no Foreman, or Supervisor, shall discuss such grievance or dispute with the employee(s), unless a Shop Steward is present during such discussion.

(C-1) Should a grievance or dispute arise between the Company and the Union in connection with the application, interpretation, or alleged violation of any Provisions of this Agreement, the **complaining** or aggrieved party shall serve notice thereof, in writing, on the other not later than five (5) workdays from the date the grievance or dispute occurred, or comes to the attention of the complaining or aggrieved party, and within ten (10) workdays immediately following receipt of such written notice, a designated Representative(s) of the Union and a designated Representative(s) of the Company shall make an earnest effort to settle such grievance or dispute, and failing to do so, the matter shall, upon written notice of either party to the other, be submitted to Arbitration in accordance with the Arbitration Provisions hereinafter set forth in this Agreement, provided such written notice be given fifteen (15) workdays immediately following the aforementioned ten (10) workday period.

(C-2) Should a grievance or dispute arise between the Company and an employee(s), the complaining or aggrieved employee(s) shall present such grievance or dispute immediately and, in any event, not later than five (5) work-days from the date the grievance or dispute occurs or comes to the attention of the complaining or aggrieved employee(s), and an earnest effort shall be made to settle such grievance or dispute in the following manner:

Step 1. By the complaining or aggrieved employee(s), with the Shop Steward and the employee(s)' Supervisor. Said Supervisor shall advise the Shop Steward as to his or her decision in the matter as soon as possible, and in any event, within two (2) work-days after the grievance or dispute is presented as hereinabove provided for. If the grievance or dispute is not satisfactorily settled by said Supervisor within two (2) workdays after presented, the grievance or dispute shall be reduced to writing, and signed by the complaining or aggrieved employee(s) and the Chief Shop Steward and presented within two (2) workdays thereafter to be processed as provided for in Step 2.

Step 2. By the Shop Committee, with or without the complaining or aggrieved employee(s) and a Representative of the Company designated by it for such purpose, said designated Representative of the Company shall render his or her decision, in writing, within two (2) workdays after the grievance or dispute is presented as provided for in this Step 2, and if the decision is satisfactory, it shall be signed by the Chief Shop Steward. If said decision is not satisfactory, the grievance or dispute shall, within three (3) workdays thereafter, be presented to be processed as provided for in Step 3.

Step 3. In the event the grievance or dispute is not satisfactorily settled in accordance with Step 2 above, it shall then be taken up between the Business Representative of the Union, with or without assistance of the Chief Shop Steward, and a Representative of the Company designated by it for such purpose. Such designated Representative of the Company shall render his or her decision, in writing, within five (5) workdays following the day on which the grievance or dispute is presented to him or her hereinabove provided for in this Step 3, and if such decision is satisfactory, it shall be signed by a Representative of the Union. If the written decision of said Company Representative is not satisfactory, the grievance or dispute shall, upon written request of the Company or the Union, be submitted to Arbitration in accordance with the Arbitration Provisions hereinafter in this Agreement set forth, provided such request is made within fifteen (15) workdays after the five (5) day period of consideration hereinabove provided for in this Step 3.

(D) The Shop Stewards provided for and mentioned in this Section shall have and possess power and authority to act for and bind the Union only in connection with those functions, rights, obligations and matters provided for in this Agreement. They shall not have or be deemed to have any other authority to act for or bind the Union. Specifically, no Shop Stewards have any authority, real or apparent to act for or in behalf of the Union, in any manner contrary to or in violation of any applicable section or provision of the Labor-Management Relations Act, 1947, in the matter of hiring or firing employees, or disciplining, demoting or punishing employees, or discriminating against employees, or altering, suspending or terminating all or any part of this Agreement, or calling or causing and inducing strikes, work stoppages or picketing, or establishing boycotts. Nor shall the fact that any such Shop Stewards have, on one or more occasions, assumed authority to act for the Union in connection with matters for which said Shop Stewards are not hereby authorized to act in behalf of the Union be deemed evidence of any real or apparent authorization by the Union of such activities by the Shop Steward unless the Company shall have given the Union written notice of such activity or activities of the Shop Stewards and the Union, within five (5) workdays thereafter, has failed to post notices on Bulletin Board located on the Company's premises directing such Shop Stewards to cease and desist from such activities and proclaiming that said Shop Stewards have acted beyond the scope of the authority granted them by the Union.

ARBITRATION

Section 21.

(A) Any grievance or dispute between the Company and the Union, or between the Company and an employee(s) that has been processed in accordance with the Provisions of the preceding Section of this Agreement but not satisfactorily settled shall, upon the written request of either party to this Agreement, be submitted to a Board of Arbitration constituted in the following manner: Within two (2) days after receipt of written request to arbitrate, exclusive of Saturdays, Sundays and holidays, the Company and the Union shall each select two (2) members of the Board of Arbitration. The Company and the Union agree that the two (2) members selected for the Arbitration Board by the Union, shall be officers, or members, of the Union, or from any other source the Union may choose to select the Arbitrators for the Union's two (2) board members. Within three (3) days after such Arbitrators have been selected, the four (4) Arbitrators so selected shall meet and attempt to settle the grievance or dispute in question, and in failing to do so the four (4) Arbitrators so chosen, shall within three (3) days, Saturdays, Sundays and holidays excluded, endeavor to mutually agree upon the fifth member of the Board of Arbitration, and in the event they fail to agree on such fifth member within the three (3) day period, the Company and the Union shall jointly request that the Director of the State Mediation or American Arbitration Association (AAA) submit the names of the five (5) disinterested persons qualified and willing to act as impartial arbitrators. From such list a Representative of the Company and a Representative of the Union shall each alternately strike one name until four (4) names have been eliminated, and the person whose name remains on such list shall be designated as the fifth member of the Board of Arbitration, and shall be recognized as the Chairman of such Board. In the event it is necessary that a fifth member of the Board be selected, and in the event the parties are unable to agree as to the procedure to be followed in submitting the grievance or dispute to the Board of Arbitration, such procedure shall be determined by the Chairman of the Board of Arbitration. A decision of a majority of the Board of Arbitration shall be made in writing within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision so rendered shall be final and binding upon the employee(s) involved and upon the parties to this Agreement, and judgment thereon may be entered in any Court having jurisdiction. The expense of the two (2) members of the Board selected by the Company shall be paid by the Company, and the expense of the two (2) members of the Board of Arbitration selected by the Union shall be paid by the Union. The expense of the fifth member of the Board of Arbitration, if any, shall be borne by the losing party.

(B) The foregoing provisions for Arbitration are not intended, and shall not be construed as in anywise qualifying or making subject to change any term or condition of employment specifically covered by this Agreement, nor shall they apply to any dispute as to the terms or provisions to be incorporated in any new agreement between the parties. The Board of Arbitration shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. However, the Board of Arbitration is hereby authorized and empowered to make its decision and award retroactive if, in the opinion of a majority of the Board of Arbitration, circumstances justify such an award.

Any dispute between the parties as to the interpretation or construction to be placed upon the award, as hereinabove provided for, shall be submitted to the Chairman of the Board of Arbitration which made the award, who may thereupon construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation or construction shall be binding upon all parties.

21-A

STRIKES AND LOCKOUTS

Section 22.

(A) The Company agrees not to cause, permit or engage in any lockout of its employees during the term of this Agreement, except for the refusal of the Union to submit to Arbitration in accordance with Section 21, or failure on the part of the Union to carry out the award of an Arbitration Board. The Union agrees that neither it nor its members individually or collectively will, during the term of this Agreement, cause, permit or take part in any strike, picketing, sit-down, stand-in, slowdown, or curtailment or restriction of production or interference with work in or about the Company's plants or premises except for refusal of the Company to submit to Arbitration in accordance with Section 21, or failure on the part of the Company to carry out the award of an Arbitration Board.

(B) 1. The Company and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under the terms of this Agreement.

It is the desire of the Union and the Company to avoid strikes and work stoppages.

2. If a work stoppage, intentional slowdown of production, strike or walk-out occurs, contrary to the foregoing provisions of this Section 22 (A), and such employee is disciplined, which may include discharge, the disciplinary action (including the alleged guilt) taken by the Company shall be subject to the Grievance Procedure up to and including Arbitration. However, no disciplinary action shall be taken against any employee subsequent to one (1) week from the time the action complained of occurred. The term "intentional slowdown of production" shall mean a condition of willful restriction or reduction of production by an employee which is within such employee's reasonable control.

3. During any period in which employees are engaged in any work stoppage, strike or intentional slowdown of production contrary to the foregoing Provisions of this Section 22 (A), the Company will not be required to bargain with Representatives of the Union with respect to employees engaged in such work stoppage, strike or intentional slowdown of production.

4. (A) In any case where a work stoppage or strike occurs, contrary to the foregoing Provisions of this Section 22 (A), the Union will, in its discretion, or upon proper signed notification by the Company to the Union, post the following notice throughout the entire plants affected thereby, on the Union's Bulletin Board referred to in this Agreement:

"To all Members of SHOPMEN'S LOCAL UNION NO. 790 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL and REINFORCING IRON WORKERS

Dated:

You are advised that certain action took place on _____ in this plant. This action was unauthorized by both the Local and International Union. You are directed to promptly return to your respective jobs and to cease any action which may tend to reduce production. The grievance(s) in dispute will be processed through the regular grievance procedures provided for in your Agreement.

If conditions do not return to normal immediately we feel that the Company is justified in permanently replacing you with new employees."

It is agreed that an Authorized Officer of the Local Union and/or an Authorized Officer of the International Union shall sign the notice above referred to.

4. (B) Upon notification given the Union by the Company that the action referred to in the preceding Subsection has not brought about a termination of such work stoppage, strike, walk-out or intentional slowdown of production, the Union will take such further steps as it, in its discretion, considers reasonable and appropriate under the circumstances to bring about compliance with the notice referred to in Subsection (A) above.

5. (A) The Company agrees that in consideration of the performance by the Union of the undertaking herein assumed by it in Subsection 4 hereof with respect to the termination of strikes, work-stoppages and slowdown in production which occurred contrary to the Provisions hereof, there shall be no liabilities by suit for damages on the part of the Union, its Officers, its Agents, or its members (in their respective capacity) for breach of Agreement of any kind or character whatsoever where such breach has not been caused, authorized, or ratified by the Union or its Officers and Agents.

5. (B) It is expressly understood and agreed that anything in this Agreement to the contrary notwithstanding, it shall not be a violation of this Agreement for employees of the Company to refuse to cross a picket line established by any union affiliated with the AFL-CIO, providing such picket line has been authorized or sanctioned by the International of the Union that established the picket line, or is authorized and sanctioned by the Central Labor Council, Building and Construction Trades Council or Metal Trades Council having jurisdiction over the area in which the plant is located.

PLANT VISITATION

Section 23.

An Authorized Representative of the Union shall be permitted to visit the office of the Company at all reasonable hours and after notifying a Representative of the Company, designated by it for such purpose, will be permitted to visit the Company's shop during working hours to investigate any matter covered by this Agreement. Said Representative shall keep interference with the work to an absolute minimum.

BULLETIN BOARD

Section 24.

Bulletin Boards shall be made available, in a conspicuous place, by the Company for the exclusive use of the Union for the posting of the Union notices relating to meetings, appointments of committees, election of officers, seniority schedules, dues, entertainment, health and safety.

SAFETY AND HEALTH

Section 25.

(A) The parties hereto recognize the importance of safety provisions in the plant for the welfare of the employees and the protection of the Company's property. The Company agrees to abide by all applicable federal, state and municipal safety laws and regulations. In recognition of the Company's obligations under municipal, state and federal laws and regulations, the Union agrees that employees covered by this Agreement shall abide by the safety rules and regulations of the employer and shall wear protective safety equipment as may be required. Failure of an employee to abide by reasonable Company safety rules and regulations shall be subject to disciplinary action.

(B) Where required by the Company standard safety frames and non-prescription lenses shall be furnished and paid for by the Company. Where an employee requires prescription safety glasses, the Company shall paid for standard safety frames and standard prescription lenses. This payment shall apply to employees with six (6) months or more service with the Company. The full cost of replacement lenses and frames due to work accidents shall be borne by the Company. The Company may select the competent supplier of their choice. It is understood and agreed that any Company policy that exceeds this allowance shall remain in effect for the duration of this Agreement.

(C) The intent of both parties is to protect the employee during the course of employment from accidents, death or dismemberment. There shall be an active Safety Committee which will include employees of the Company which shall hold regular meetings. The Safety Committee shall, during working hours, investigate, discuss and submit recommendations calculated to relieve any unsafe or unhealthy condition that may exist. These recommendations are to be submitted to the Company and it agrees to make reasonable efforts to improve any safety defect or unhealthy condition which the Committee may call to its attention.

(D) It is understood and agreed that, by virtue of his or her position, a Union Shop Steward shall be a member of the Safety Committee. It is further understood and agreed that in the event "walkaround" inspections are conducted by a Safety and/or Health Inspector of the State, County or City in which the Company's plant or plants are located, or by an Inspector for the Occupational Safety and Health Act, the Shop Steward by virtue of his or her position as a Safety Committeeperson shall be permitted to participate in such "walkaround" inspections without any loss of wages or other benefits.

SAVING CLAUSE

Section 26.

It is assumed by the parties hereto that each Provision of this Agreement is in conformity with all applicable laws of the United States and the State of California. Should it later be determined that it would be a violation of any legally effective Governmental or State Order or Statute to comply with any Provision or Provisions of this Agreement, the parties hereto agree to renegotiate such Provision or Provisions of this Agreement for the purpose of making them conform to such Governmental or State Order or Statute so long as they shall remain legally effective and the other Provisions of this Agreement shall not be affected thereby.

INTERIM AMENDMENT

Section 27.

This Agreement may be amended at any time by an agreement in writing, executed by the parties hereto and approved as to form by the International. The party desiring such an amendment shall submit a proposal thereof in writing to the other party, which shall be entitled "Request for Interim Amendment" and specify that it is given under this Section 27, and upon receipt thereof the other party shall promptly consider such proposal and, if requested to do so, discuss it with the other party proposing the amendment. The giving of such written Request for Interim Amendment shall in no way affect or result in a termination or expiration of this Agreement or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this Section 27 such disagreement shall not be reviewable under the Grievance Procedure set forth in Section 20, not arbitrable under the Arbitration Provisions and Procedures set forth in Section 21 of this Agreement.

SUBSTANCE ABUSE PROGRAM

1. Statement of Purpose

Substance abuse, including drug, alcohol, and chemical abuse, present a high level of danger to employee health, employee and public safety, and job security, and it can tragically destroy families, careers and lives. The Company and the Union have jointly pledged to combat substance abuse and to adopt this program, which includes drug testing, to ensure a drug-free workplace.

2. Prohibited Conduct

(a) Prohibited Activities on Company Premises or While on Company Business:

- (1) The manufacture, sale, distribution, purchase, possession or use of any controlled substance or illegal drug.
- (2) The consumption of alcoholic beverages on Company premises.
- (3) Possession of alcoholic beverages on Company premises.
- (4) Being “under the influence” of alcohol, drugs or controlled substances regardless of whether they are consumed on Company premises and regardless of whether they are consumed during or outside of work time. “Under the influence” means having a forensically acceptable positive quantum of proof of any drug, controlled substance or alcohol in the employee’s body.
- (5) Switching or adulterating any blood or urine sample submitted for testing.

Note: In accordance with the requirements of the Federal Drug-Free **Workplace** Act of 1988 and the 1990 California Drug-Free Workplace Act, the following are prohibited activities:

(b) Prohibited Activities Not on Company Premises or While on Company Business:

- (1) Felony conviction of criminal offences relating to the manufacture, sale, distribution, purchase, transfer, transportation, possession, or use of illegal drugs or controlled substances.
- (2) Failure to notify the Company of any conviction under any criminal drug statute for an offense occurring in the workplace within five (5) days of the conviction.

- (3) Failure to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee has become enrolled in lieu of adverse employment action under this program.

3. Testing

- (a) Probable Suspicion - If the employee is observed acting in an abnormal manner, testing shall be conducted under this program upon request of the Company. "Probable suspicion" means suspicion based on specific personal observations that can be described concerning the job performance, appearance, behavior, speech, breath odor. The observation shall be documented in writing fully describing the circumstances and witness(es) and signed under penalty of perjury by the Company representative.
- (b) Workplace Accident - Any employee sustaining an occupational injury or involved in an industrial accident causing property damage or an occupational injury shall be subject to testing under this program upon request of the Company. "Occupational injury" is defined as injury to an employee which requires medical treatment beyond first aid. The following procedures are considered first aid and an employee, even if treated at a clinic, would not be tested in these instances:
 1. Application of antiseptics, ointments or bandages.
 2. Removal of a foreign body from the eye.
 3. Treatment of minor cuts (not involving sutures, butterfly adhesives or steri-strips).
 4. Administration of over-the-counter pain relief medication, such as aspirin.
- (c) Random Drug Testing –Employees will be chosen by random draw through third party administrator. Employers will be notified IMPACT Drug Free Workforce Guidelines will be utilized. The program will be mandatory for all Employers. Employees not listed as current or Negative in the IMPACT Drug Free Workforce database, will be ineligible for employment.

Employer is to pay a fixed stipend of \$35.00for any of its employees who take and pass a random or eligibility test on their own time. Employer to pay actual time for Employer or Initiated tests. If Employee is found to be non-negative, and later confirmed by secondary testing, that employee is not considered employed from the time of the initial test and is not entitled to standby pay or stipend awaiting the confirmation results.

During a random or site test, if an employee submits a non-negative test, that is later confirmed, or, if he/she fails to comply with or refuses a test request, he/she is considered to have voluntarily quit, and will be paid within 72 hours.

4. Testing Procedures

- (a) Testing will be done by a laboratory approved by the National Institute on Drug Abuse (NIDA). In the event of a confirmed non-negative test result, the employee at his option and expense may request, within 48 hours, a sample of his specimen to be tested at a second NIDA approved laboratory designated by the Union.
- (b) In some cases, the employee may be unable to provide a urine specimen. After a reasonable waiting period, not to exceed one hour, the laboratory may proceed with drawing and testing a blood sample.
- (c) The urine specimen shall be collected in a tamper resistant urine container. The specimen must be immediately sealed, labeled and initialed by the employee to insure that the specimen tested by the laboratory is that of the employee. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinical specimen container which shall remain in full view of the employee until transferred to, sealed and initialed in the tamper resistant urine container. The container shall be sealed in the employee's presence and the employee will be asked to initial or sign the container. The same procedure shall apply to blood testing.
- (d) All specimens deemed positive by the laboratory must be retained at the laboratory for a period of six (6) months.
- (e) The employee shall note on a form furnished by the laboratory the use of any prescription or non-prescription medications before any test is given. The Company may require the employee to provide evidence that prescription medication has been lawfully prescribed by a physician. The laboratory will report significant presence of all prescription and non-prescription medications. If an employee is taking a prescription or non-prescription medication in the appropriately described manner and has noted such, as provided above, the employee will not be disciplined. Medications prescribed for persons other than the employee, or prescribed for the employee but not used in the manner as prescribed, shall be considered illegally used and subject the employee to disciplinary action per Section 29-5.

5. Disciplinary Action First Offense:

Engaging in any conduct prohibited under Section 2 (Prohibited Conduct) shall constitute just cause for immediate 30 day suspension. In order to be eligible to return to work after 30 days suspension, employees must show successful completion of a diversion program (as outlined in IMPACT Drug Free Workforce Guidelines). The company may also take disciplinary action based on test results as follows:

- (a) If the test results show a forensically acceptable positive quantum of proof of cocaine, opiates, PCP, LSD, barbiturates, amphetamines, marijuana, or any other controlled substance or the presence of any forensically acceptable amount of metabolites of the above-mentioned substances, the said results will constitute just cause for immediate suspension for 30 days.
- (b) If an employee is convicted of driving under the influence of alcohol while operating a Company vehicle or on Company business, said conviction shall constitute just cause for 30 day suspension.
- (c) If the test results show a concentration equal to or above the equivalent of .04 percent by weight of alcohol in blood, said results shall constitute just cause for 30 day suspension.

6. Disciplinary Action Second Offense:

Engaging in any conduct prohibited under Section 2 (Prohibited Conduct) shall constitute just cause for immediate discharge.

7. Effective Date

The effective date of this program will be no later than July 1, 2017. Prior to that time, the company will hold employee meetings on Company time to explain the program and to encourage any employee with a drug or alcohol problem to seek help on a confidential basis by identifying assistance sources. The Company shall also, with the cooperation of the Union, designate and instruct specific employees to assist other employees, on a confidential basis, to seek help for drug or alcohol abuse.

9. Voluntary Admission

When an employee voluntarily comes forward and acknowledges a problem and seeks treatment, the Company will approve a leave of absence so the employee can receive treatment. The employee will be reinstated to his/her job with seniority upon successful completion of an approved program. Employees seeking voluntary treatment will be allowed a maximum of two leaves of absence (two separate instances).

WESTERN STEEL COUNCIL

SHOPMEN'S LOCAL UNION NO. 790

By: _____

By: _____

Dated: _____

Dated: _____

DURATION AND TERMINATION

Section 29.

This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of June 30, 2019 and, unless written notice be given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing, given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the expiration of such contract year. Any such notice as hereinabove provided for in this Section, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that it is given under Section 27 hereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Section.

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

FOR AND ON BEHALF OF SHOPMEN'S LOCAL UNION NO. 790 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS

By: _____ Administrator

For: WESTERN STEEL COUNCIL

By: _____
Print or Type Name and Title of Person authorized to sign

Signature of Person authorized to sign

Approved As To Form:

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS

By: _____ Executive Director

EXHIBIT "A"

WESTERN STEEL COUNCIL

1	ALL WEST STEEL	44875 Fremont Blvd., Fremont, CA 94538
2	FORDERER CORNICE WORKS	3364 Arden Rd., Hayward, CA 94545
3	HERRICK CORP. - STOCKTON	3303 E. Hammer Ln., Stockton, CA 95205
4	LEE'S IMPERIAL WELDING	3300 Edison Way, Fremont, CA 94538
5	OLSON & STEEL COMPANY	1941 Davis St., San Leandro, CA 94608
7	ROMAK IRON WORKS	380 Industrial Ct., Benicia, CA 94510
8	C.E. TOLAND & SON	5300 Industrial Way, Benicia, CA 94510

**SHOP IRONWORKERS LOCAL 790
TRUST FUNDS**

**556 S. FAIR OAKS AVE #30
PASADENA CA 91105**

**(866) 339-7467 (shop)
(626) 792-7335 Fax**

**General Questions:
Lydia Torres, Benefit Processor
(Bilingual - Spanish)**