

WORKING AGREEMENT

between

INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL,
AND REINFORCING IRON WORKERS LOCAL
UNION NO. 60

AND

Effective May 1, 2010
Expires April 30, 2013

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PREAMBLE

Local Union 60 and the _____ (hereinafter the "Employer") recognize that the relationship between the employers and the unions needs to improve the ability of the employers to compete and thus provide work for the employees represented by the unions.

ARTICLES OF AGREEMENT

This Agreement is entered into by and between the Employer and Local Union No. 60 and shall continue in full force and effect through the term of the agreement.

The Employer recognizes Local No. 60 (the "Local Union") as the sole collective bargaining representatives of the Employees of the Employer within the geographic territories covered by this Agreement as specified in Article 2 of this Agreement.

ARTICLE 1. CRAFT JURISDICTION

The Union claims for its members all work as outlined in the Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

ARTICLE 2. TERRITORY

The territories covered by this Agreement shall be the territorial jurisdictions of the Local Union as outlined and attached in the geographical jurisdiction at the end of this Agreement.

ARTICLE 3. WORK HOURS PER DAY

Eight (8) hours shall constitute a day's work, during the hours of 6:00 A.M. to 4:30 P.M. from Monday to Friday, inclusive. It is the responsibility of the Employer to designate a starting time.

Changes in the work hours per day in special cases can be made to meet special conditions with approval of the Business Manager.

Iron Workers shall be at their posts and prepared to start work at the regular starting time provided the shed or room for the workers to change their clothes is adjacent to or within a reasonable distance from their work.

ARTICLE 4. LUNCH PERIODS

Any Iron Worker working over ten (10) hours per day shall be entitled to two (2) lunch periods. The first lunch period shall be thirty (30) minutes, unpaid. The second lunch period shall be twenty (20) minutes with pay.

ARTICLE 5. SHIFT WORK

Shift work may be performed when mandated by the owner and at the option of the employer. The work week shall start with the day shift on Monday and end with the conclusion of the second or third shift (as the case may be). The Employer may commence shift work operations at any point during the work week.

The first or day shift will work the regular hours provided for in Article 3 and shall receive the regular rate of pay for all hours worked. The second shift shall work eight (8) hours for eight (8) hours pay at a 10% premium. The third shift shall work eight (8) hours for eight (8) hours pay at a 15% premium.

One-half (1/2) hour without pay shall be allowed for a lunch break for each shift. Work in excess of the hours stipulated for each shift shall be paid at the overtime rate stipulated in Article 6 based on the regular rate of pay for the work performed. If contractor exercises option, it must be for a minimum of five (5) days.

ARTICLE 6. OVERTIME AND HOLIDAYS

Overtime work shall, as far as possible, be divided equally among the Iron Workers on the job except when more than one shift is employed as hereinabove set forth. When overtime is necessary and more Iron Workers are required than are actually working for the Employer, additional Iron Workers that are required must be taken from the ranks of the unemployed. Employees shall not be allowed to work overtime evenings, or Saturdays, Sundays or holidays for any employer other than the one by whom he is regularly employed. If a steward has been appointed to the job, he or she shall be employed on all overtime work, provided he or she is capable of performing the work in question. Time and one-half shall be paid for all work in excess of eight (8) hours on any regular work day. All work performed on Saturday shall be paid at time and one-half rate of wages.

Double time must be paid for all work performed on Sundays and the following holidays: New Year's Day, Christmas Day, Memorial Day, Fourth of July and Thanksgiving Day. No work under any conditions shall be performed on Labor Day, except in emergency endangering life or property, when double time shall be paid. Any holiday which occurs on Sunday shall be observed the following Monday.

Iron Workers receiving time and one-half rate and continuing into what normally would be classified as regular working hours shall receive time and one-half when required to continue work in straight time periods on the same job after having worked at least eight (8) hours continuously in an overtime period on one job.

Iron Workers receiving double time rate, and continuing into what normally would be classified as regular working hours, shall receive double time when required to continue work in straight time periods on the same job after having worked at least eight (8) hours continuously in an overtime period on one job.

No employee shall quit an unfinished job and then return to the previous employer after the overtime job as above defined, is finished.

ARTICLE 7. PAY DAY

Iron Workers must be paid once each week in cash or check during working hours on or before Friday. Not more than three (3) days may be withheld after the end of any payroll period unless prior arrangements have been made. If not paid as above defined, they shall be paid for waiting time. On pay days, in the event of inclement weather and on jobs not working, the Employer will make all efforts to have the employees' pay on the job site between the hours of 8:00 A.M. and 10:00 A.M. If the pay day falls on a holiday, the Employer will make every effort to pay the day before.

When employees are discharged or laid off, they shall be paid at the jobsite. In the case of remote sites, their checks shall be mailed within two (2) business days. If checks are not postmarked within this time period the Employer will lose the 'check by mail' privilege and revert to paying Iron Workers in cash or check on the designated pay day.

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

When employees quit of their own accord, they shall wait until the regular pay day for wages due them.

ARTICLE 8. WELFARE, PENSION, EDUCATION AND TRAINING, AND COOPERATIVE TRUST FUNDS

The Employer will make a contribution in the amount specified in the wage schedule per hour of work for each employee covered by this Agreement to the following programs and employee benefit plans:

Iron Workers District Council of Western New York & Vicinity Pension Fund
Iron Workers Local Union No. 60 Supplemental Benefit Plan
Iron Workers Local Union 60 Annuity Pension Fund

Iron Workers Local No. 60 Training, Skill Improvement, Education
and Apprenticeship Fund
Central New York Iron Workers and Employers Cooperative Trust and IMPACT.

The above-referenced five (5) employee benefit plans are jointly referred to as "Funds". All Employer contributions to the above Funds as set forth in this Agreement shall be made monthly and shall be due and payable no later than the fifteenth (15th) of the following month upon remittance reports furnished by the Funds.

The Funds shall be administered pursuant to provisions of Agreements and Declarations of Trust, any restatements of or amendments to such Agreements and Declarations of Trust, policies, rules and regulations established by the various Trustees. Such Agreements and Declarations of Trust, rules, regulations and policies, including Collections Policies, of such Funds together with any restatement or amendments thereto, are incorporated herein by reference as if fully set forth herein. The Agreements and Declarations of Trust, the Funds' Collection Policies and all other rules, regulations and policies of the Funds govern and supersede any inconsistent provision of this Agreement.

All monies paid into and/or due and owing to the Funds specified in this Article will be vested and remain exclusively in the Trustees of those Funds; outstanding and withheld contributions constitute plan assets.

If the Employer becomes delinquent in reporting and making payment of contributions due said Funds shall be liable for the amount of the delinquency together with interest, liquidated damages, costs, audit fees and legal fees in such amounts and on such terms as established by the Funds. The Funds and/or the Local Union may at any time audit the payroll records of the Employer or require such Employer to post a bond on such terms as established by the Funds.

To provide a guarantee of payment to the Funds, any signatory to this Agreement that uses a sub-contractor, agrees to pay to the said Funds any amount owed to said Funds by said delinquent sub-contractor.

The Local Union may at any time withdraw its members from employers delinquent in payments of contributions to the Funds. If such occurs, the delinquent employer agrees to pay the employees' regular rate of pay for all time lost from work as a result thereof. It is further agreed that the Local Union has the right, when any employer becomes delinquent in remittances due to the said Funds, to declare this Agreement breached by the delinquent employer and at the option of the Local Union, this Agreement may be considered terminated. Any action exercised by the Local Union with respect to delinquent employers shall not constitute a violation of any "no strike" provisions or clause contained in this Agreement. It is expressly agreed herein that the use of grievance and arbitration machinery set forth in this Agreement is waived by any such aforementioned delinquent employer.

All benefits and dues shall be sent to the Local the Iron Worker performs the work in (NO EXCEPTIONS). District Council Pension contributions shall continue to be sent to the Council office. If a contractor is more than two months delinquent the Union may require project by project monthly reports.

ARTICLE 9. DUES DEDUCTION

The Local Union shall maintain a Dues Check-off Fund through the medium of payroll deductions for union dues. Upon the receipt of a written authorization from the employee, the Employer shall deduct from the employee's gross wages the percentage so authorized. Said deductions shall be payable to the Local Union and a check in the proper amount, together with the report form shall be forwarded by the Employer for receipt at said address not later than the 15th day of the calendar month immediately following that month during which the deduction was withheld.

All terms specified in Article 8 of this Agreement in regard to time contributions are due, failure of the Employer to make timely reports and contributions, penalties applicable to employers delinquent in remitting contributions, rights of the Local Union in regard to delinquent employers, and the right of Trustees to audit employer's payroll records shall similarly apply to the Local Union's Dues Check-off Fund as though set forth at length herein.

The Local Union shall be responsible for the printing and distribution of dues authorization forms to employers. The wording of said authorization forms shall be in conformance with all requirements of the law.

ARTICLE 10. SHOW-UP TIME

A. Any employee, with the exception of foremen receiving straight time, who reports for work on any job within the jurisdiction of the Local Unions and through no fault of his own is unable to start work because of inclement weather or any other unforeseen condition shall be compensated for reporting at the rate of twenty-five dollars (\$25.00) per hour for two hours, provided, however, that it is agreed by both the company supervisor on the job and the job steward (if a steward has been appointed) that conditions prevail that would not be suitable for the performance of work. Such compensation shall be treated as an expense separate from wages. Failure of the employee to make an effort to work will be considered just cause for non-payment of show-up time. If work commences at any time, all hours are then considered work hours.

B. No employee will be entitled to this two (2) hours' reporting expense who fails to report on the job at the designated starting time or leaves the site of the job before he has waited the two hours. It must also be specifically understood that in the event conditions become suitable at any time after the designated starting time and during the two hours' waiting time, such conditions to be agreed upon by the superintendent and the steward (if a steward has been appointed) to start work, the employees are bound to abide by the order of the parties who have authority to determine the advisability of resuming work. It must be further understood that employees leaving the jobsite before

permission is granted by the iron workers' supervisor will be penalized the full reporting allowance and will be subject to immediate dismissal.

C. In the event the Employer should desire to shut a job down temporarily for a brief period of time, such as one or two days for example, the employer shall notify the employees on the job before 4:30 P.M. of the day prior to the start of the shut down and the employer shall provide a N.Y.S. lay-off slip and full pay-off before the above specified time to any employee who requests same.

No employee shall leave the employ of a contractor without first notifying the Local Union and the Employer before 2:30 P.M., so that schedule adjustments might be made and replacements procured for the following day's operations.

ARTICLE 11. FOREMAN, JOB STATUS

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

Foremen shall be paid on a straight time basis, not less than the current foreman rate, calculated at eight (8) hours per day, forty (40) hours per week including holidays, except on jobs of less than five (5) days duration. For all work in excess of eight (8) hours per day and for all work performed on Saturday wages shall be paid at time and one-half rate. For all work performed on Sunday or holidays double time rate of wages shall be paid.

There shall be no restrictions as to the employment of foremen. The Employer may employ on one piece of work as many foremen as, in his judgment, are necessary for the safe, expeditious and economical handling of the same.

When a third crew and third foreman are established on a job, one of the three foremen shall be appointed a general foreman, and he shall receive not less than the current General Foreman wage rate.

ARTICLE 12. SUPPLYING IRON WORKERS FOR JOBS

The Employer agrees to call for Iron Workers on the day prior to the day of wanting same, before 9:00 A.M., if possible. Iron Workers are to be paid from time of arrival on the job. If Iron Workers are requested after 8:30 A.M. for immediate employment, they shall be paid from the time of the call, allowing a reasonable time for reporting to the job site.

Journeyman and apprentices when needed for work lasting eight (8) hours or less shall receive at least one-half day's pay. If employment extends past the noon hour, they shall receive a full day's pay.

There shall be no discrimination because of age of an Iron Worker as long as he or she is capable of performing the work required in a satisfactory manner.

In the event some Iron Workers in a crew do not report for work, the balance of the Iron Workers shall work until the Iron Worker or Iron Workers report or are replaced, providing other Iron Workers on the job are not available to fill the crew, and providing the shortage has been reported to the Local Union.

The Local Union agrees that in no case will Iron Workers be furnished to employers who have not signed the complete current Agreement.

Any employee who is absent for any reason and fails to notify said employer and union office by 9:00 A.M. will be considered as having quit the job and therefore not eligible to receive show-up time if he or she returns to the job site. The employer will provide a contact phone number.

ARTICLE 13. PORTABILITY

The parties agree that any Employer subject to this Agreement may bring from other New York State Iron Worker Locals fifty percent of the number of Iron Workers needed to perform a job which the Employer has secured in the geographic jurisdiction of Local Union 60. The employer recognizes that the union, in the interest of continuity of steady employees, requires such employee to have been employed on said Contractors payroll for a minimum of thirty days prior to working in the jurisdiction of Local 60. Any employee of the Contractor employed under the provision is required to contact the Business Manager of Local 60 prior to the start of work. Further, the Employer may also bring a Foreman for such job and that person will not be counted in the fifty percent determination.

ARTICLE 14. REPLACEMENT OF TOOLS

A. All personal tools owned by Iron Workers which are broken on the job shall be replaced by the Employer, providing that it can be acknowledged by the foreman that the breakage happened on the job.

B. Employees employed on ornamental work shall furnish for their own use basic hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the Employer. No employee shall be held responsible for the loss of tools or equipment in his charge. Employees abusing employers' tools may be dismissed.

ARTICLE 15. DRINKING WATER - CLOTHES ROOM

The Employer shall furnish suitable drinking water at all times, and each job of sufficient size and length to justify same shall provide a suitable shed or room, including heat, exclusively for members to eat, change their clothes and keep their tools.

ARTICLE 16. LOSS OF CLOTHES AND TOOLS

The contractor shall be responsible for the tools and clothing of the Iron Workers when they are left in the contractor's shanty overnight. When tools and clothing are thus under the safekeeping of the contractor, he shall be responsible for their loss by fire or theft and shall replace them in kind in the event of such fire upon proper proof of same. Any loss incurred shall be reported to the Employer or his representative immediately.

ARTICLE 17. SAFETY

If an Iron Worker is required by project requirements to use safety shoes while working for that Employer, it shall be the responsibility of the Iron Worker to provide the required safety shoes.

All Iron Workers shall be required to have OSHA 10 Hour, Subpart R and any contractor safety requirements as needed.

ARTICLE 18. BUSINESS REPRESENTATIVES

The Business Manager of the Local Union shall be permitted to visit all jobs, but will in no way interfere with the progress of the work.

ARTICLE 19. JOB STEWARD

In the event the Business Manager of the Local Union elects to appoint a steward, the steward shall be the last person laid off providing he is capable of performing the work in question.

ARTICLE 20. PROTECTION OF UNION PRINCIPLES

The removal of journeymen Iron Workers and apprentices from a job in order to render assistance to other Local Unions to protect lawful union principles shall not constitute a violation of this Agreement, provided such removal is approved by the General Executive Board and notice thereof is first given the employer involved.

It shall not be a violation of this Agreement, nor cause for discharge or disciplinary action, in the event that an employee refuses to cross a legally established picket line.

ARTICLE 21. APPRENTICESHIP

The parties signatory hereto agree to maintain a Joint Apprenticeship Committee in accordance with the provisions of the Iron Workers Apprenticeship and Training Standards, as contained in Section 1, Article 23 of the International Constitution. Said Committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said standards. The Local Unions' Education and Training Funds shall be responsible for the total financial support of the Apprenticeship Programs. The standard ratio is (1) Apprentice to (4) Journeyman except for ornamental work which is normally performed by (2) Ironworkers and in this case, the ratio (1) Apprentice to (1) Journeyman.

ARTICLE 22. SUBCONTRACTORS

The Employer agrees not to subcontract or sublet any work covered by the Agreement, on the job, to any person, firm or corporation not in contractual relationship with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers or any of its affiliate local unions.

ARTICLE 23. SETTLEMENT OF DISPUTES

Any dispute as to the proper interpretation or violation of this agreement shall be handled in the first instance by a representative of the Local Union and the Employer. If the representatives fail to reach an agreement, it shall be referred in writing to the New York State Employment Relations Board for Arbitration who will assign an arbitrator whose decision will be final and binding on both parties. Any costs associated with arbitration shall be paid equally by both parties.

It is mutually agreed that there shall be no strikes authorized by the Local Union and no lockouts authorized by the Employer, except as agreed to herein. The Union may strike and/or the Employer may initiate a lockout when the other party refuses to submit to arbitration or fails to carry out the award of the Arbitrator.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation provided, however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind a picket line of any affiliated union which has been authorized by the International of that union, the Central Labor Council or Building and Construction Trades Council.

ARTICLE 24. UNION SECURITY

All employees who are members of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers on the effective date of this Agreement shall be required to remain members of the International Union in good standing as a condition of employment during the term of this Agreement. All employees may be required to become and remain members of the International Union in good standing as a condition of employment from and after the 7th day following the dates of their employment, or the effective date of this Agreement, whichever is later.

ARTICLE 25. SCOPE OF AGREEMENT

This Agreement contains all of the provisions agreed upon by the Employer and the Local Union. Neither the Employer nor the Local Union will be bound by rules, regulations or agreements not herein contained except interpretations or decisions of the Board of Arbitration.

ARTICLE 26. NO OTHER COLLECTIVE BARGAINING AGREEMENTS

The Local Union hereby agrees that so long as this Agreement is in effect, it will not enter into any other Agreement with an employer at variance with this Agreement. This shall not preclude project labor agreements negotiated with building trade councils.

ARTICLE 27. SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, that upon such invalidation, the parties signatory hereto agree to meet to renegotiate such provisions affected.

The remaining parts or provisions shall remain in full force and effect.

ARTICLE 28. DRUG TESTING

In recognition by the Union and the Contractor that a drug free workplace is a mandate, the parties agree to abide by a drug testing policy. Local 60 will participate in the program established through Impact.

ARTICLE 29. HEALTH & SAFETY RESPONSIBILITY

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in the Collective Bargaining Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the

employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

ARTICLE 30. DURATION AND TERMINATION

The Agreement with any amendments thereof made as provided for therein, shall remain in full force and effect from May 1, 2010 until Midnight of April 30, 2013 and unless written notice be given by the Iron Workers Local Union No. 60 or the Employer not less than sixty (60) days prior to such date of the 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 the Iron Workers Local Union No. 60 or the Employer to the other at least four (4) months prior to the expiration of such contract year. Any such notice as hereinabove provided for in this Article 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.

Effective as of the 1st day of May, 2010

IRON WORKERS LOCAL NO. 60

(name of employer)

(s) _____
(name),

(date)

(title)

**GEOGRAPHICAL JURISDICTION OF IRON WORKERS LOCAL
60 COVERED BY THIS AGREEMENT**

Local Union No. 60

Broome County - all

Cayuga County - all

Cortland County - all

Onondaga County - all

Oswego County - all

Seneca County - all

Tioga County - all

Tompkins County - all

Chenango County - Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Green, Coventry, Bainbridge, Afton

Jefferson County - Townships of Alexandria, Theresa, Clayton, Orleans, Cape Vincent, Lyme, Brownville, Pamela, LeRay, Housfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine, Worth

Madison County - Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter, Georgetown

Schuyler County - Townships of Cayuta, Catharine, Hector, Montour

Wayne County - Townships of Galen, Savannah, Rose, Butler, Huron, Wolcott

WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>05-1-10</u>	<u>1/1/11</u>	<u>5/1/11</u>	<u>5/1/12</u>
Structural Reopener	\$25.75	\$26.25	\$ 1.50	Wage
Ornamental & Curtain Wall/Window Reinforcing	25.75	26.25	TBD	
Machinery Mover & Rigger	25.75	26.25		
Pre-Engineered Bldg. Erector	25.75	26.25		
Fence Erector (Chain Link/Security)	25.75	26.25		
Stone Derickman/Precast Erector	25.75	26.25		
Welder	25.75	26.25		
Foreman	27.75	28.25		
Foreman (8Hour Foreman Training required)	28.75	29.25		
General Foreman	30.75	31.25		

JOURNEYMAN FRINGES

Benefit Fund	\$ 9.70	\$10.20
Pension Fund	8.70	8.70
Education & Training	.50	.50
Dues Check-off (Deduct –percent of gross wages)	6.00%	6.00%

APPRENTICE WAGE & FRINGE SCHEDULE SHALL BE:

1 ST Year	\$15.00	Benefit Fund	\$ 8.60
2 nd Year	17.00	Ed.&Training Fund	.50
3 rd Year	19.00	Dues(%of gross)	6.00%
4 th Year	21.00		

APPRENTIC PENSION CONTRIBUTION SHALL BE:

1 st Year	No Contribution
2 nd Year	\$ 6.09
3 rd Year	6.96
4 th Year	7.83

LETTER OF ASSENT

Effective 5/1/10 • Expires 4/30/13

THIS AGREEMENT is made by and between (*Employer Name*) _____ hereinafter called "Employer" and International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers Local Union No. 60, hereinafter called Iron Workers Local Union No. 60.

- 1. The Employer agrees to adopt, abide by and be bound by the annexed Working Agreement between Iron Workers Local Union No. 60 and the Employer, effective May 1, 2010 through April 30, 2013.
- 2. The Employer agrees to adopt, abide by and be bound by those provisions of the collectively bargained Working Agreement relating to fringe benefits subject to Section 302 of the Labor Management Relations Act heretofore entered into between Iron Workers Local Union No. 60 and the Employer, and any modifications, extensions or renewals thereof, with the same force and effect as though the aforesaid collectively bargained Working Agreement was set forth in full herein.
- 3. The Employer agrees to become a party to and be bound by all the terms and provisions of:

All of the Welfare, Pension, Education, Training, and Cooperative Trust Funds set forth in Article 8 of the Working Agreement between the Iron Workers Local Union No. 60 and the Employer, effective May 1, 2010 through April 30, 2013 with the same force and effect as though the Agreements and Declarations of Trust referred to above were set forth herein at length and the Employer originally signed the said Agreements and Declarations of Trust; and the Employer agrees to make payments to the said Plans, covering all employees represented by Iron Workers Local Union No. 60 as required by the collectively bargained Working Agreement and any modifications or amendments thereto, and the Agreements and Declarations of Trust of the aforesaid Plans. The Employer hereby authorizes the Employer Trustees named in the aforesaid Agreements and Declarations of Trust and their successors to act for and on the Employer's behalf.

- 4. The Employer agrees to adopt, abide by and be bound by the appropriate annexed Addendum to the Working Agreement when performing work in the territory of Iron Workers Local Union No. 60 to which the Addendum corresponds, subject to the condition that where an Addendum and the Working Agreement conflict, the Working Agreement shall control.

Name of Employer _____
 Signature & Title of Authorized Officer _____ Date Signed _____
 Address of Employer _____
 Phone Number of Employer _____

EFFECTIVE DATE OF AGREEMENT: _____

Iron Workers Local Union No. 60

By: _____ Date Signed _____
Signature & Title of Authorized Representative

WORKERS COMPENSATION
CARRIER _____

POLICY # _____ PHONE # _____

ADDRESS _____

PLEASE NOTE

Failure by Employers to remit Fringe Benefit Contributions and Dues Deductions on a timely basis will result in additional interest costs and fees as provided in this Agreement.

Agreement Effective May 1, 2010 and Expires April 30, 2013

**Sign in Duplicate
EMPLOYER COPY - This copy to remain with the contract.**

LETTER OF ASSENT

Effective 5/1/10 • Expires 4/30/13

THIS AGREEMENT is made by and between (*Employer Name*) _____ hereinafter called "Employer" and International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers Local Union No. 60, hereinafter called Iron Workers Local Union No. 60.

1. The Employer agrees to adopt, abide by and be bound by the annexed Working Agreement between Iron Workers Local Union No. 60 and the Employer, effective May 1, 2010 through April 30, 2013.
2. The Employer agrees to adopt, abide by and be bound by those provisions of the collectively bargained Working Agreement relating to fringe benefits subject to Section 302 of the Labor Management Relations Act heretofore entered into between Iron Workers Local Union No. 60 and the Employer, and any modifications, extensions or renewals thereof, with the same force and effect as though the aforesaid collectively bargained Working Agreement was set forth in full herein.
3. The Employer agrees to become a party to and be bound by all the terms and provisions of:

All of the Welfare, Pension, Education, Training, and Cooperative Trust Funds set forth in Article 8 of the Working Agreement between the Iron Workers Local Union No. 60 and the Employer, effective May 1, 2010 through April 30, 2013 with the same force and effect as though the Agreements and Declarations of Trust referred to above were set forth herein at length and the Employer originally signed the said Agreements and Declarations of Trust; and the Employer agrees to make payments to the said Plans, covering all employees represented by Iron Workers Local Union No. 60 as required by the collectively bargained Working Agreement and any modifications or amendments thereto, and the Agreements and Declarations of Trust of the aforesaid Plans. The Employer hereby authorizes the Employer Trustees named in the aforesaid Agreements and Declarations of Trust and their successors to act for and on the Employer's behalf.

4. The Employer agrees to adopt, abide by and be bound by the appropriate annexed Addendum to the Working Agreement when performing work in the territory of Iron Workers Local Union No. 60 to which the Addendum corresponds, subject to the condition that where an Addendum and the Working Agreement conflict, the Working Agreement shall control.

Name of Employer _____
 Signature & Title of Authorized Officer _____ Date Signed _____
 Address of Employer _____
 Phone Number of Employer _____

EFFECTIVE DATE OF AGREEMENT: _____

Iron Workers Local Union No. 60

By: _____ Date Signed _____
Signature & Title of Authorized Representative

WORKERS COMPENSATION
CARRIER _____

POLICY # _____ PHONE # _____

ADDRESS _____

PLEASE NOTE

Failure by Employers to remit Fringe Benefit Contributions and Dues Deductions on a timely basis will result in additional interest costs and fees as provided in this Agreement.

Agreement Effective May 1, 2010 and Expires April 30, 2013

**Sign in Duplicate
UNION COPY - This copy to be kept by the Local Union.**