

AGREEMENT

International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers Local #48 and #584

June 1, 2007 - May 31, 2011

To promote industrial welfare and opportunity for all parties to this agreement and to meet conditions and competitions in the field of erection and installation of all work coming within the jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, it is mutually agreed between the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers of Local Union No. 48 and Local Union No. 584, hereinafter referred to as the "Union", and Williams Construction Company, Pryor, Oklahoma, hereinafter referred to as the "Employer", that this agreement and all provisions herein contained shall be effective on and after June 1, 2007. It is mutually agreed that the following provisions shall prevail until changed as hereinafter provided.

ARTICLE 1 Territorial Jurisdiction

Local No. 48:

The territory shall be the territorial jurisdiction of Local No. 48 and shall be defined as the following counties in the State of Oklahoma:

Alfalfa, Beaver, Beckham, Blaine, Caddo, Canadian, Carter, Cimarron, Cleveland, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kingfisher, Kiowa, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Pontotoc, Pottawatomie, Roger Mills, Seminole, Stephens, Texas, Tillman, Washita, Woods and Woodward.

ALSO, Western Payne County to a line due north of State Highways #177 and #33, west of Cushing.

Local No. 584:

The territory shall be the territorial jurisdiction of Local Union #584 and shall be defined as the following:

STATE, KANSAS:

Counties: Cherokee, Crawford, Labette, Montgomery and Neosho.

STATE, MISSOURI:

Counties: Barry, Jasper, Lawrence, McDonald, Newton and Stone.

STATE, ARKANSAS:

Counties: Benton, Crawford, Madison, Sebastian and Washington.

STATE, OKLAHOMA:

Counties: Adair, Atoka, Bryan, Cherokee, Choctaw, Coal, Craig, Creek, Delaware, Haskell, Hughes, Kay, Latimer, Leflore, Mayes, McCurtain, McIntosh, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner and Washington.

ALSO: Eastern Payne County to a line due north of the intersection of State Highways #177 and #33, west of Cushing.

ARTICLE II
Work Assignment and Craft Jurisdiction

1. It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federal of Labor to the International Association of Bridge, Structural and Ornamental Iron Workers, it being understood that the claims are subject to trade agreements.
2. Nothing mentioned in these jurisdictional claims shall in any way be construed as conflicting with any agreement now in existence between the Iron Workers International and any other Building Trades Craft of the AFL-CIO.
3. Iron Workers shall be employed on all work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all materials used to reinforce concrete construction, except loading and unloading by hand and carrying to a centralized point adjacent to or upon the site of the project on which such materials are to be used.
4. Employers may use apprentices to unload and carry to building site, building materials belonging to the jurisdiction of this craft, to be placed where Journeyman Iron Workers will install the same.
5. Where precast, prestressed, reinforced concrete structural members (columns, beams, girders slabs, etc.) are used in the construction of buildings, bridges, and other structures and power equipment such as derricks, cranes, jacks, and/or rigging is used, work of loading, unloading, moving and placing to complete erection shall be performed by Iron Workers.
6. All handling loading, unloading, field fabrication and erection of all structural steel shall be the work of the Iron Workers if the employer who is party to this agreement is represented on the jobsite.
7. Where structural steel or buildings, bridges, and other structures, are dismantled and demolished and power equipment (derricks, cranes, rigging, etc.) is used in the dismantling of the structural steel, the handling and loading of same shall be done by Iron Workers.
8. Where structural steel, ornamental iron and metal in buildings, bridges and other structures is altered, repaired, moved or dismantled for re-erection, the work shall be performed by Iron Workers.

9. The erection, dismantling of all false work, pulling of pilings, taking down derricks, travelers, and all rigging used in the erection or dismantling of any and all steel work shall be performed by Iron Workers.

10. The erection of all flare stacks, radio, microwave, cellular and television towers, (whether self supported or guy towers), the installation of microwave antennas, cellular antennas, wave guide, coax and all mounts and hardware associated with the above-mentioned equipment and the installation of tower lighting shall be performed by Iron Workers.

ARTICLE III Subcontract Work

A. On projects not bid by a non-signatory General Contractor and on prevailing wage projects, the General Contractor will not subcontract any work within the jurisdiction of the Union to any subcontractor not signatory to this Agreement.

B. However, on projects where the above does not apply, the General Contractor may accept bids from any subcontractor.

C. If no Union subcontractor bids are received within five (5) days prior to bid date, notification will be given to the Local Union Representative in order to secure bids from signatory subcontractors. If no suitable bids are received by bid date, the General Contractor may subcontract to any subcontractor.

D. If requested by the Union, the General Contractor shall arrange a meeting between the non-signatory contractor, the General Contractor and the Local Union Representative in an effort to effectuate the provisions of the Agreement.

E. However, if no agreement can be reached within five (5) days prior to the starting of the work involved, the Local Union will not be in violation of this Agreement for failure to furnish personnel to the General Contractor or a subcontractor as long as the non-signatory contractor remains on the project.

ARTICLE IV Work Hours Per Day

1. Eight (8) hours shall constitute a regular day's work Monday through Sunday between the hours of 6:00 a.m. and 6:00 p.m., with no more than one hour lunch period.

2. If the Employer elects to schedule work on a four (4) ten (10) hour day workweek, ten (10) hour work days may be worked, by notifying all employees.

3. It is agreed that any overtime work will be made available to job site employees first. The Employer will not discharge or discriminate against any regular employee who declines to work on a Saturday, Sunday or Holiday. In no event shall the Employer attempt to circumvent the overtime provisions of the Agreement by employing supplemental labor for Saturday work.

4. Changes in the work hours may in special cases, be made to meet special conditions upon application to the Local Union Representative and approved by the General Executive Board.

ARTICLE V Shift Work

When two (2) shifts are employed, the first shift shall work eight (8) hours and receive eight (8) hours pay, the second shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay at regular time. When three (3) shifts are employed, the first shift shall work eight (8) hours and receive eight (8) hours pay, the second shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours pay, and the third shift shall work seven (7) hours and receive eight (8) hours pay, or a proportionate part thereof for time worked. When two (2) ten (10) hour shifts are employed, the first shift shall work ten (10) hours and receive ten (10) hours pay, the second shift shall work nine and one-half (9-1/2) hours for ten (10) hours pay at regular time. When two (2) twelve (12) hour shifts are employed, each shift shall work eleven and one-half (11-1/2) hours for twelve (12) hours pay. When multiple shifts are worked on Sunday and/or recognized Holidays, the following shall apply, each shift shall work the hours set forth above and receive double the straight time rate of wages based on the hours set forth above. On all shift work performed on Sunday or Holidays, the overtime shall start with the beginning of the first or morning shift. Not more than one (1) shift shall be allowed on a job of less than five (5) days duration except in the case of an emergency, which shall be decided by the Local Union Representative upon approval of the General Executive Board.

ARTICLE VI Overtime and Holidays

1. Any work performed in excess of forty (40) hours per week or any work performed in excess of ten (10) hours on any workday will be compensated at time and one half (1-1/2). Saturday will be compensated at time and one-half (1-1/2) except when one or more days during the regular work week is missed due to inclement weather. Newly hired ironworkers will be compensated at the same rate of pay as the majority of the crew they are working with for work performed on Saturday.

2. Any work performed on Sundays and recognized holidays shall be compensated at two (2) times the basic hourly wage.

3. The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When the holiday falls on Sunday, the following Monday shall be observed as the Holiday. Saturday may not be used as a make-up day for any Holiday.

ARTICLE VII Union Security

It is agreed that the Employer will only use employees who have been referred by the Union. It is further agreed that all employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the terms of this Agreement. New employees shall be required to become

members and remain members of the Union 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, as permitted by Oklahoma Law.

Notwithstanding any other provisions of this Agreement, the Employer shall have the right to take any and all actions necessary to comply with Federal, State, or Local Government laws, ordinances or regulations, and lawful requirements set forth in proposal documents by users of construction services with respect to providing equal employment opportunities including affirmative action.

ARTICLE VIII

Pay Day

1. The regular payday shall be once a week on such day as agreed upon between the Employer and the Local Union. Wages shall be paid before quitting time, and are to be paid in cash or other legal tender.
2. Employers may withhold a reasonable amount of wages to enable them to prepare the payroll, but not to exceed seven (7) calendar days.
3. When Iron Workers are laid off or discharged, they shall be paid in full in cash or other legal tender on the job immediately; and if required to go to some other point or to the office of the Employer, such Iron Workers shall be paid for the time required to go to such places. When Iron Workers quit of their own accord, they shall wait until the regular pay day for the wages due them.
4. 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.
5. No Iron Worker shall be permitted to receive wages for more than one job at the same time.

ARTICLE IX

Show-up Time

When an employee reports to work as requested by the Employer and works two (2) hours or less, the employee shall be paid two (2) hours wages. Should weather be the factor that prohibits work, the employee shall be paid only the actual time worked.

On jobs of more than two (2) hours duration, the employee shall be paid for the actual hours worked.

ARTICLE X
Safety Provisions

It is the intention to make projects as safe as possible and that the recommendations of the OSHA Standards be adhered to by both employee and Employer. All journeyman ironworkers will have completed OSHA ten (10) and Subpart R safety training.

ARTICLE XI
Working Conditions

1. The Employer shall furnish suitable drinking water at all times.
2. Each job of sufficient size and length to justify same shall be provided with heated shed or room for workers to change their clothes and keep their tools.
3. No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used on steel erection.
4. The Employer shall determine the size of each crew that is required to safely and efficiently perform the work.
5. When three (3) or more riveting gangs are employed on any job, a foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the foreman to temporarily fill the gang.
6. Employees will be allowed two (2) ten (10) minute breaks per day with the Foreman designating the break area and the time of breaks.
7. Iron Workers working more than six (6) hours past the lunch period shall be allowed thirty (30) minutes off to get a meal, or be furnished a meal as the case may require.
8. In circumstances where parking is a problem, the Contractor shall insure parking is available for employees of this craft. The Union shall be advised of the parking availability prior to the start of the project.
9. An Iron Worker employed on ornamental iron work shall furnish his own necessary quality hand tools to enable him to effectively install and perform work assigned to him. Drill bits, saw blades, tap, and etc. that are broken while the employee is performing work for the Employer shall be replaced in kind or equal by the Employer.
10. Welders shall be furnished gloves, sleeves and hoods by the Employer. However, the employee shall be held responsible to return gloves, sleeves and/or hoods to the employer upon

termination of employment. The employer may require the employee to return worn gloves, sleeves and /or broken hoods before replacements are issued.

11. Hotwork shall be defined as any work performed on furnaces, glass tanks, etc., while there is still fire in a furnace, and protective clothing must be worn. When Hotwork is done all required equipment shall be furnished by the Employer. Appropriate beverages will be furnished to the Ironworker on all Hotwork. Ironworkers will be relieved at appropriate intervals as determined by the Foreman and the Iron Workers. When deemed necessary to determine if Hotwork is appropriate, a conference will be held between the Union Representative and a Representative of the Owner, Employer or Contractor. Iron Workers will be paid double time for all Hotwork. This paragraph does not include work performed on kilns.

ARTICLE XII Compensation Insurance

The Employer must at all times provide Workmen's Compensation Insurance. At the first of each year each signatory to this contract shall have their insurance agent send a certificate of insurance to the Union Business Manager outlining their Workmen's Compensation insurance coverage with a minimum ten (10) day notification before cancellation of that insurance policy.

ARTICLE XIII Job Steward

1. Business Representatives of the Union shall be permitted on all jobs, but will in no way interfere with the men during work hours unless permission is granted by the Employer.

2. There shall be a steward on each job who shall be appointed by the Business Representative, who shall in turn notify the contractors job site Superintendent of the stewards name. He shall keep a record of the workers laid off and discharged; and take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them he must promptly report that fact to the Business Representative who shall report same to the proper officer of the Union so that efforts can be made to adjust any matter without a stoppage of work. He shall see that the provisions of this Agreement are complied with and report to the Union the true conditions and facts. The steward shall promptly take care of injured workers and as the case may require, accompany them to their home or to a hospital, without loss of time, and report the injury to the proper officer of the Union. The Employer agrees that the job steward will not be discharged until after proper notification has been given to the Union and further, when employees are laid off, the job steward will be the last man laid off provided he has equal ability to perform the work in question.

3. The steward shall be concerned only with employees of his Employer and not with the employees of any other Employer working near by.

ARTICLE XIV

Arbitration

It is further agreed that in the event any difference of opinion between parties hereto shall arise, or between the Employer and any employee covered by this Agreement, as to the interpretation or performance of the Agreement, (including, but without being limited to any controversy as to rates of pay, wages, hours, or other conditions of employment), the following procedure shall be adopted for the settlement of such controversy.

1. The Business Manager for the Union shall act for the Union or the employees; the Employer shall designate a bona fide member of the firm to act for the Employer and to this Committee shall be referred questions of dispute for settlement. It is understood and agreed by both parties to act in good faith within three (3) days after a difference has been certified to them to arrive at a mutually satisfactory settlement.

2. Pending any decision of any dispute, work shall not be suspended, stopped or delayed, it being understood and agreed that neither strikes nor lockouts shall take place during the life of this Agreement.

ARTICLE XV

Procedures for Settling Jurisdictional Disputes

It is agreed that the following procedure shall be used as a guide for the settling of jurisdictional disputes which may arise between the Iron Workers and other crafts.

1. Should a dispute arise between the Iron Worker and other crafts, the Local Union Representative of the union shall make a conscientious endeavor to settle the dispute locally.

2. Should the two (2) Local Union Representatives fail to consummate a satisfactory understanding within three (3) working days, the matter shall be referred by the Representatives in question to the Presidents of the two (2) International Unions who shall each assign an International Representative to the dispute.

3. Should the International Representative of the respective Unions be unable to reach a satisfactory agreement, they or the Local Union Representative shall prepare an accurate written description, pictures, blue prints, etc., for the submission to the respective International Presidents who shall determine by agreements, committee understandings, board decisions, board decisions, trade practice, or other means as to the proper assignment of work in question.

The Contractor or Subcontractor involved shall upon receipt of written notification, immediately adjust the assignment of work in accordance with the decision. There shall be no work stoppage or strikes or lockouts in regards to jurisdictional disputes.

ARTICLE XVI

Wages

The wage rates and fringe benefits set forth shall be effective the first full pay period after June 1, 2007.

| CLASSIFICATION | Wage | H&W | Appr. | Impact | Pension | Annuity | Total |
|--------------------------|-------------|----------------|--------------|---------------|----------------|----------------|--------------|
| Structural Iron Worker | 21.10 | 3.50 | .45 | .20 | 2.15 | 3.62 | 31.02 |
| Reinforcing Iron Worker | 21.10 | 3.50 | .45 | .20 | 2.15 | 3.62 | 31.02 |
| Ornamental Iron Worker | 21.10 | 3.50 | .45 | .20 | 2.15 | 3.62 | 31.02 |
| Sheeters & Buckers | 21.10 | 3.50 | .45 | .20 | 2.15 | 3.62 | 31.02 |
| Welders | 21.10 | 3.50 | .45 | .20 | 2.15 | 3.62 | 31.02 |
| Machine Movers & Riggers | 21.10 | 3.50 | .45 | .20 | 2.15 | 3.62 | 31.02 |
| Fence Erectors | 21.10 | 3.50 | .45 | .20 | 2.15 | 3.62 | 31.02 |
| Cable Splicers | 21.10 | 3.50 | .45 | .20 | 2.15 | 3.62 | 31.02 |
| Signal Man | 21.10 | 3.50 | .45 | .20 | 2.15 | 3.62 | 31.02 |

Effective the first full pay period after June 1, 2008, one dollar and fifty cents (\$1.50) will be added to the above rates. A Negotiation meeting will be held prior to June 1, 2008 to determine where the monies will be allocated.

The wage rates and fringe benefits set forth shall be effective the first full pay period after June 1, 2008.

| CLASSIFICATION | Wage | H&W | Appr. | Impact | Pension | Annuity | Total |
|--------------------------|-------------|----------------|--------------|---------------|----------------|----------------|--------------|
| Structural Iron Worker | 22.31 | 3.75 | .49 | .20 | 2.15 | 3.62 | 32.52 |
| Reinforcing Iron Worker | 22.31 | 3.75 | .49 | .20 | 2.15 | 3.62 | 32.52 |
| Ornamental Iron Worker | 22.31 | 3.75 | .49 | .20 | 2.15 | 3.62 | 32.52 |
| Sheeters & Buckers | 22.31 | 3.75 | .49 | .20 | 2.15 | 3.62 | 32.52 |
| Welders | 22.31 | 3.75 | .49 | .20 | 2.15 | 3.62 | 32.52 |
| Machine Movers & Riggers | 22.31 | 3.75 | .49 | .20 | 2.15 | 3.62 | 32.52 |
| Fence Erectors | 22.31 | 3.75 | .49 | .20 | 2.15 | 3.62 | 32.52 |
| Cable Splicers | 22.31 | 3.75 | .49 | .20 | 2.15 | 3.62 | 32.52 |
| Signal Man | 22.31 | 3.75 | .49 | .20 | 2.15 | 3.62 | 32.52 |

Parties will engage in further negotiations with respect to wages and fringe benefits prior to June 1, 2009 for the final two years of this agreement.

Effective the first full pay period after June 1, 2009, fifty-two cents (\$.52) will be added to the above rates, with fifty cents (.50) per hour allocated to the Pension Fund and two cents (.02) per hour allocated to the IMPACT Fund.

The wage rates and fringe benefits set forth shall be effective the first full pay period after June 1, 2009.

| CLASSIFICATION | Wage | H&W | Appr. | Impact | Pension | Annuity | Total |
|--------------------------|-------|------|-------|--------|---------|---------|-------|
| Structural Iron Worker | 22.31 | 3.75 | .49 | .22 | 2.65 | 3.62 | 33.04 |
| Reinforcing Iron Worker | 22.31 | 3.75 | .49 | .22 | 2.65 | 3.62 | 33.04 |
| Ornamental Iron Worker | 22.31 | 3.75 | .49 | .22 | 2.65 | 3.62 | 33.04 |
| Sheeters & Buckers | 22.31 | 3.75 | .49 | .22 | 2.65 | 3.62 | 33.04 |
| Welders | 22.31 | 3.75 | .49 | .22 | 2.65 | 3.62 | 33.04 |
| Machine Movers & Riggers | 22.31 | 3.75 | .49 | .22 | 2.65 | 3.62 | 33.04 |
| Fence Erectors | 22.31 | 3.75 | .49 | .22 | 2.65 | 3.62 | 33.04 |
| Cable Splicers | 22.31 | 3.75 | .49 | .22 | 2.65 | 3.62 | 33.04 |
| Signal Man | 22.31 | 3.75 | .49 | .22 | 2.65 | 3.62 | 33.04 |

Parties will engage in further negotiations with respect to wages and fringe benefits prior to June 1, 2010 for the final year of this agreement.

Effective the first full pay period after June 1, 2010, fifty-seven cents (\$.57) will be added to the above rates, with fifty cents (.50) per hour allocated to the Pension Fund and seven cents (.07) per hour allocated to the Apprenticeship Fund.

The wage rates and fringe benefits set forth shall be effective the first full pay period after June 1, 2010.

| CLASSIFICATION | Wage | H&W | Appr. | Impact | Pension | Annuity | Total |
|--------------------------|-------|------|-------|--------|---------|---------|-------|
| Structural Iron Worker | 22.31 | 3.75 | .56 | .22 | 3.15 | 3.62 | 33.61 |
| Reinforcing Iron Worker | 22.31 | 3.75 | .56 | .22 | 3.15 | 3.62 | 33.61 |
| Ornamental Iron Worker | 22.31 | 3.75 | .56 | .22 | 3.15 | 3.62 | 33.61 |
| Sheeters & Buckers | 22.31 | 3.75 | .56 | .22 | 3.15 | 3.62 | 33.61 |
| Welders | 22.31 | 3.75 | .56 | .22 | 3.15 | 3.62 | 33.61 |
| Machine Movers & Riggers | 22.31 | 3.75 | .56 | .22 | 3.15 | 3.62 | 33.61 |
| Fence Erectors | 22.31 | 3.75 | .56 | .22 | 3.15 | 3.62 | 33.61 |
| Cable Splicers | 22.31 | 3.75 | .56 | .22 | 3.15 | 3.62 | 33.61 |
| Signal Man | 22.31 | 3.75 | .56 | .22 | 3.15 | 3.62 | 33.61 |

In addition to the wage rates set forth above, when the services of certified welder with current certified welding papers are required on a particular job and the welds are subject to radiographic or ultrasonic testing, during the time that the welding is being performed, the Iron Worker will be paid an additional fifty cents (\$.50) per hour. This additional incentive compensation is applicable during the entire term of this agreement.

FOREMAN

- A. Foreman used in a supervisory capacity shall be paid two dollars and fifty cents (\$2.50) per hour above the Journeyman scale.
- B. Foreman working on one project for the same Employer, on the same classification of work shall be paid the same Foreman rate.
- C. When three (3) or more Foremen are on a job, one shall be selected by the Employer as the General Foreman and shall receive three dollars and fifty cents (\$3.50) per hour above the Journeyman scale.

SUPERINTENDENTS

The Employer at his option, may employ Iron Workers to act as Field Superintendents. Field Superintendent’s wages will not be less than three dollars and fifty cents (\$3.50) per hour above the Journeyman scale

APPENTICESHIP RATES AND RATIOS

- A. The Employer agrees to abide by the apprenticeship training standards which are adopted and enforced by the Joint Apprenticeship Training Committees of Local #48 and/or Local #584.
- B. An Employer who employs one (1) Journeyman may employ one (1) Apprentice, and an additional Apprentice may be employed for each four (4) additional Journeymen assigned to the same jobsite. All Apprentices will be under the supervision of a Foreman or Journeyman Iron Worker.

Apprentice Scale

| Period | Wage Scale | Length of Period |
|---------------|------------------------------|-------------------------|
| 1st Period | 70% of Journeyman Wage Scale | Three Months |
| 2nd Period | 75% of Journeyman Wage Scale | Three Months |
| 3rd Period | 80% of Journeyman Wage Scale | Six Months |
| 4th Period | 85% of Journeyman Wage Scale | Six Months |
| 5th Period | 90% of Journeyman Wage Scale | Six Months |
| 6th Period | 93% of Journeyman Wage Scale | Six Months |
| 7th Period | 97% of Journeyman Wage Scale | Six Months |

- C. First Period (probationary) Apprentices will be paid seventy percent (70%) of the Journeyman Iron Worker Wage Scale, without fringe benefits, until the Apprentice is formally accepted into the 2nd Period of the Apprenticeship program.

FRINGE BENEFITS

A. The Employer will contribute to the Iron Workers Mid-South Pension Fund, the Mid-South Iron Workers Welfare Fund, either the Iron Workers Local No. 584 Joint Apprenticeship & Training Fund or the Iron Workers Western Oklahoma Area Joint Apprenticeship Training Fund, The Oklahoma Iron Workers Direct Contribution Plan and Trust and The Ironworkers Management Progressive Action Cooperative Trust (I.M.P.A.C.T.) and the amounts shown above for each hour worked in employment covered by this Agreement by each of their employees employed within the jurisdiction of the Union. The total contributions for Apprenticeship Training shall be payable to the Local Fund in whose jurisdiction the work is performed. All contributions payable shall be paid monthly on the dates and in the manner specified in the Rules and Regulations duly adopted by the Trustees of said Funds.

B. As to overtime hours worked, fringe benefit contributions shall also be paid at the above rates for each hour worked.

C. The parties hereby agree that the Trustees of the respective Funds shall have the authority to establish the rates of interest and liquidated damages to be paid by a delinquent employer, and to provide for recovery of all costs of collection, including Attorney's fees and audit fees expended, in accordance with applicable law, and to amend said rates from time to time.

D. The Employer agrees to become a party to and be bound by all the terms and provisions of:

1. The Agreement and Declaration of Trust dated the 1st day of February 1969, and all amendments thereto of the Iron Workers Mid-South Pension Fund;
2. The Agreement and Declaration of Trust dated the 8th day of December 1964, and all amendments thereto of the Mid-South Iron Workers Welfare Plan;
3. The Agreement and Declaration of Trust governing the Iron Workers Local No. 584 Joint Apprenticeship & Training Fund, dated April 1, 1970, and all amendments thereto;
4. The Agreement and Declaration of Trust governing the Iron Workers Western Oklahoma Area Joint Apprenticeship & Training Fund dated March 2, 1970, and all amendments thereto;
5. The Ironworkers Management Progressive Action Cooperative Trust (I.M.P.A.C.T.) dated March 19, 2003, and all amendments thereto;
6. The Agreement and Declaration of Trust governing the Oklahoma Iron Workers' Direct Contribution Plan and Trust dated June 1, 1993, and all amendments thereto;

With the same force and effect as though the Agreements & Declarations of Trust referred to above were set forth here at length and the Employer originally signed the said Agreements and Declarations of Trust; and the Employer agrees to make contributions to the

said Funds on behalf of all of its Iron Worker employees working within the Union's geographic and occupational jurisdiction as required by the Collective Bargaining Agreement and the Agreements and Declarations of Trust of the aforesaid Funds. The Employer hereby authorizes and irrevocably designates the Employer Trustees named in the aforesaid Agreements and Declarations of Trust and their successors to act for and on the Employers' behalf.

In the event the Pension Plan is certified to be in critical status under the Pension Protection Act of 2006 (PPA) on or before February 28, 2009, the parties to this CBA hereby agree, conditioned upon the schedules prepared by the Fund's actuaries remaining as they are, as currently presented by the Fund's Trustees, to adopt and sign the attached Addendum 1, which incorporates any and all contribution rate increases, effective June 1, 2009 and June 1, 2010 and the pension benefit adjustments effective January 1, 2010, as set forth in detail in the Rehabilitation Plan, which terms are based on the parties' understanding of what will be required in the event the Pension Plan is certified to be in Critical Status under PPA.

ARTICLE XVII

Savings Clause and Voting Time

It is assumed by the parties hereto that each provision of the contract is in conformity with all applicable laws of the United States. 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 provisions of this Agreement, the parties hereto agree to renegotiate such 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 other provisions of this Agreement shall not be affected thereby.

On days where the law requires three (3) hours time for employees to vote the Workday will be from 7:30 a.m. to 4:00 p.m., with thirty (30) minutes off for lunch.

ARTICLE XVIII

Assessment Check-Off

The Employer agrees to withhold from the wages of all its' employees employed as Iron Workers within the jurisdiction of Local Union No. 48 and Local Union No. 584, an assessment in the amount as agreed on and approved by the individual Local Unions. Such assessment to be remitted on separate check by the 15th of the following month to Local Union No. 48 and/or Local Union No. 584 for working assessments.

ARTICLE XIX

Employer Rights

1. In the event the Employer has adopted a drug and alcohol testing policy in compliance with the laws of the state in which the Employer maintains its principal place of business, all Iron Workers shall comply at all times with the requirements of the Employer's drug and alcohol

testing policy, including pre-employment testing. The Employer agrees that in the event an employee is suspected of any type of chemical abuse or dependency (alcohol, drug, etc.) A meeting will be held with the Job Steward, the Business Manager and an Employer Representative at the earliest possible time, provided that such a meeting is permitted under state law, to determine the appropriate action to be taken. If an employee files a workers' compensation claim and the Employer requests a drug test, the test will be done immediately at the Employer's expense.

2. The Employer may request Journeymen Members of Local #48 and Local #584 by name depending on job location, provided such member has their dues in order and is on the out of work list. Such members must be referred from the Union Hall.

3. Employees will be at their work stations at the designated starting time and will not leave until the designated quitting time.

4. Any Employer may notify the Business Managers of Local #48 and /or Local 584 in writing, by mail, and request that any specific Journeyman Iron Worker, but not an Apprentice, be denied employment with that Employer, provided such refusal is not the result of any impermissible discriminatory motive prohibited by state or federal law. Employers must provide updated lists to the Business Managers of the Local Unions annually of specific Iron Workers not to be employed by the Employer. If an individual Iron Worker the Employer has refused to hire is subsequently sent to work on any job for that Employer, the Employer does not have to pay that Iron Worker for any work done by that Iron Worker and may direct the Iron Worker to leave the Employer's job site.

ARTICLE XX

Discrimination

There shall be no discrimination because of race, sex, color, creed, age or national origin. Further, the Union agrees to support the efforts of the Employer in the application of an Affirmative Action Agreement for the employment of minorities in the construction industry.

ARTICLE XXI

Contract Effective Dates

This Agreement shall continue in full force and effect until May 31, 2011, and from year to year thereafter and four (4) months notice must be given in writing by either party to the other party for any proposed or desired change.

All provisions of this Agreement are hereby agreed to and accepted on this 1st day of June, 2007.

ATTACHMENT A

**THE FOLLOWING INDIVIDUALS PARTICIPATED IN AND ARE
AUTHORIZED TO SIGN IN AGREEMENT ON THIS CONTRACT:**

Williams Construction Company, Pryor, Oklahoma

DATE: _____

BY:

**Ivan B. Williams, III
President & C.E.O.**

**International Association of Bridge, Structural, Ornamental and Reinforcing Iron
Workers**

DATE: _____

BY: _____
**Harvey A. Swift, Business Manager
Local No. 584, Tulsa, Oklahoma**

BY: _____
**John A. Hunter, Business Manager
Local No. 48, Oklahoma City, Ok**

ACCEPTED:

DATE:

CORPORATION:

ADDRESS:

Authorized Signature :
Title