

**IRONWORKERS WORKERS' COMPENSATION ADDENDUM
STATE OF NEVADA**

This addendum to the Master Collective Bargaining Agreement is entered into between the Associations comprising the California Ironworkers Employers Council, Inc. ("Association"), Individual Contractors (Contractors who qualify individually under the State of Nevada requirements for a "Carve Out" program) as listed in Attachment "A", and the District Council of Iron Workers of the State of California and Vicinity ("Union"), pursuant to Nevada Revised Statutes ("NRS") 616A.466. It is the intent of the parties to improve the delivery of benefits and resolution of disputes for workers who claim Workers' Compensation benefits under the laws of the State of Nevada and to reduce the waste and excessive costs that have historically been associated with the delivery of those benefits. Nothing in this Addendum diminishes the entitlement of an employee covered by this Addendum to compensation payments for temporary total disability, temporary partial disability, permanent total disability, permanent partial disability, vocational rehabilitation, medical treatment and other benefits as required by Nevada law fully paid for by the employer.

SECTION 1

GENERAL PROVISIONS

1.1. This Addendum shall become effective March 17, 2016 in the State of Nevada, and shall remain in effect for at least one year from the date of its execution. Thereafter, it shall continue and remain in force from year to year, unless terminated by one of the bargaining parties. The Association, Individual Contractor, or the Union may withdraw from this Addendum on its anniversary date by giving written notice not less than sixty (60) nor more

than one-hundred twenty (120) days prior to the anniversary date of the Addendum. An insured participating employer (an employer that has signed a participation agreement) may withdraw from this Addendum by giving written notice to the Ironworkers Workers' Compensation Trust ("Trust") and Program Representative not less than thirty (30) nor more than one-hundred twenty (120) days prior to the end of the policy period. A self-insured participating employer may withdraw from this Addendum by giving written notice to the Trust and Program Representative not less than sixty (60) nor more than one-hundred twenty (120) days prior to the anniversary date of the employer's written acceptance of this Agreement. Upon termination of this Addendum in its entirety or with regard to a specific employer, the affected Employer and its employees shall become fully subject to the provisions of the Nevada law to the same extent as they were prior to the implementation of this Addendum. Any claim arising from an accident or illness sustained before the termination of this Addendum shall continue to be covered by the terms of this Addendum, except that a claim remaining open more than three years after the complete termination of this Addendum shall revert to the standard statutory program. If any issue involved in a claim has been arbitrated under this Addendum, the employer and the employee shall not be permitted to raise the same issues under the statutory system except as required under NRS 616A.466.1(a)(2).

- 1.2. Each individual employer member of the Association shall have the right to determine whether it will participate in this Addendum, and may select its own insurance agent or broker for participation under this Addendum, or have the right to be self-insured. An insurance carrier that wishes to insure an employer who is signatory or wishes to become signatory to this Addendum or a self-insured employer that wishes to become signatory to

this Addendum must agree to abide by all terms and conditions of this Addendum, including the use of the dispute resolution process and personnel selected by the Trustees, and the medical network and related medical case management personnel also established under this Addendum. Any such insurance carrier or self-insured employer must also establish to the satisfaction of the Trustees that it has the ability to provide benefits in a timely fashion, without unnecessary delay or litigation, and that it can comply with the spirit and intent of this Addendum and the program established under it. The Trustees can revoke an insurance carrier or self-insurer's privilege to participate in this Addendum at any time for failure to comply with this Addendum.

- 1.3. This Addendum shall apply only to employees whose employment is or was covered by an appropriate Union collective bargaining agreement and this Addendum and any successor Addendum and shall apply only to employees' claims for Workers' Compensation benefits payable by an employer bound to this Addendum and which claims are subject to the laws of the State of Nevada, and which are sustained during their employment by the employer on or after the effective date of this Addendum.
- 1.4. All payments required to be made by an insured Employer pursuant to this Agreement shall, in accordance with the law, be made by its workers' compensation insurance carrier, hereinafter the "Insurance Carrier". Similarly, all actions required by the law to be undertaken by the Insurance Carrier rather than the Employer shall be performed by the employer's insurance carrier.
- 1.5. The Ironworkers Workers' Compensation Trust ("Trust") shall administer the Program established under this Addendum. The Trust shall have, in addition to rights granted similar Trusts, the authority to set policies and make rules for the administration of the

program established under this Addendum, including the expansion of the number of Trustees.

- 1.6. This Agreement represents the complete understanding of the parties with regard to the subject matter dealt with herein, and shall not be construed to modify the provisions of the Nevada Industrial Insurance Act (“NIIA”) or the Nevada Occupational Disease Act (“NODA”) (together, “Nevada Workers’ Compensation Law”) except as specifically set forth in this document or in the rules adopted by the Trust. In any instance of conflict with the Nevada Workers’ Compensation Law, the provisions of this Agreement shall take precedence over provisions of the Law, but only so far as permitted by the provisions of Nevada Revised Statutes (“NRS”) 616A.466.

SECTION 2

MEDICAL BENEFITS

- 2.1. The Trustees of the Field Ironworkers Health & Welfare Trust Fund have established a network of health care providers, to be known as “Authorized Providers”. Subject to the exceptions set forth in this Addendum and/or as modified by mutual agreement, the Authorized Providers shall be the exclusive source of all medical treatment required under Nevada Revised Statutes Chapters 616A to 617 inclusive, including medical case management and/or patient advocacy services. All Authorized Providers must be board certified in their respective specialties, where applicable. Attached hereto and marked Attachment “B” is a listing of the current network providers. The parties hereby agree that from time to time the list may be revised by the Trustees of the Ironworkers Workers’ Compensation Trust (“Trustees”) to incorporate additions and deletions to the network. In

no event shall the deletion of a provider disrupt the ongoing treatment of an employee receiving treatment from that provider at the time of deletion. A physician that an employee has designated in writing as his or her personal physician shall also be considered an Authorized Provider, if the employee has notified the employer in writing prior to the date of the industrial injury of the name, address and telephone number of such designated physician, and provided that the physician is an Authorized Provider or is on the current Administrator's Panel of Physicians and Chiropractors per NRS 616C.090.

- 2.2. In the event of a workers' compensation claim, the employer or insurance company agrees to notify the Program Representative within 24 hours of the first report of injury and provide the name, address and telephone number of the injured employee. Pursuant to NRS 616C.045 the employer shall within 6 working days complete and file with his or her insurance company or third-party administrator an employer's report of industrial injury or occupational disease.
- 2.3. The Trustees have adopted the Rating Physicians and Chiropractors designated by the Administrator per NRS 616C.490 for rating Permanent Partial Disabilities. The Trustees may modify the list from time to time. Permanent Partial Disability evaluations shall be obtained in accordance with NRS 616C.490.
- 2.4. The selection of an Authorized Provider from the network of providers is in accordance with NRS 616B.527 and NRS 616C.090. The employer will arrange for the initial medical evaluation and begin treatment, then notify the injured employee of the right and the process to be treated by a physician of his or her choice.
- 2.5. In an emergency the employee may seek treatment from a health care provider or facility not otherwise authorized by this Addendum in order to obtain treatment during the

emergency. Responsibility for treatment shall be transferred to an Authorized Provider as soon as possible, consistent with sound medical practices.

- 2.6. In the event that an Authorized Provider furnishing treatment to an employee determines that consultation or treatment is necessary from a specialty for which no Authorized Provider has been selected through this Addendum, or in the event that distance makes it impractical for continuing treatment from an Authorized Provider, the Authorized Provider shall, in consultation with the employee, the Employer, and the nurse case manager, select the additional specialist or the additional provider who offers treatment at a distance not greater than 40 miles one way for the employee.
- 2.7. Medical care obtained from a provider not authorized by this Addendum shall not be provided at the expense of the Employer. Nothing in this Addendum shall be construed to create a right for an employee to receive care at employer expense that is not reasonably required to cure or relieve a work-related injury.
- 2.8. No provision of this Addendum shall be construed to relieve the employer from its responsibility under the NRS Chapters 616A to 617, inclusive, to provide care that is reasonably required to cure or relieve a work-related injury. In no event shall the Field Ironworkers Health & Welfare Fund be liable for the cost of medical care required to be provided by the employer pursuant to NRS Chapters 616A to 617, inclusive.
- 2.9. Both the Employer and the employee may request a second opinion from an Authorized Provider regarding diagnosis, treatment, evaluation or related issues. Only one such second opinion shall be permitted by each party for any issue. It is recognized that resolution of questions concerning an employee's medical condition may involve multiple issues and the need for second opinions from more than one specialty. A request for examination by a

physician in a specialty that has not been prescribed by the treating physician shall be considered a request for a second opinion.

- 2.10. Both the Employer and the employee shall be bound by the opinions and recommendations of the Authorized Providers selected in accordance with this Addendum. In the event of disagreement with an Authorized Providers findings or opinions, the sole recourse shall be to obtain a second opinion from another Authorized Provider and to present the opinions through the dispute prevention and resolution procedure established in this Addendum. A mediator or arbitrator may in his or her sole discretion appoint an authorized health care provider to assist in the resolution of any medical issue, the cost to be paid by the employer.
- 2.11. The parties to this Addendum agree that it is in their mutual best interests to establish a schedule of fees that an Authorized Provider may charge for providing documents and narrative reports. The parties will in consultation with Authorized Providers work to establish such a schedule.
- 2.12. If the Employer is contesting the underlying compensability of a claim, the employee is not bound by this Section 2, other than the use of the list of Authorized Providers established under this Addendum, pending the resolution of the controversy. Any issue of compensability shall be resolved under Section 3 of this Addendum. If the claim is found to be compensable, the Employer or the employer's insurance carrier will be responsible for payment for the health care rendered to the employee as required by the law.
- 2.13. If the injured employee is not precluded from engaging in his or her usual occupation or the position in which he or she was engaged at the time of injury, he or she may return to modified or light duty work provided the treating physician has reviewed the description of

the modified duties and determined the performance of those skills will not further injure the employee. The injured worker returning to modified work will be paid at the rate specified in the Collective Bargaining Agreement.

SECTION 3

DISPUTE PREVENTION AND RESOLUTION

3.1. The dispute prevention and resolution program shall consist of three components:

Program Representative (Ombudsman)

Mediation

Arbitration.

This program shall be used in place of the process set forth in NRS 616C.295 through 616C.330, inclusive. Any claim subject to this Addendum filed with the Nevada Department of Administration Hearings Office for resolution will immediately be removed and placed within the program established by this Addendum. This program is the sole means of dispute resolution and no dispute shall proceed to the Nevada Department of Administration Appeals Office until it has completed the processes defined and established by this Addendum.

3.2. The ADR process may be utilized for cases involving occupational disease claims provided that the employer with the last injurious exposure is a participant in this agreement

3.3. The Trustees of the Ironworkers Workers' Compensation Trust ("Trustees") shall provide for the preparation of explanatory material, which will be distributed to all current and newly hired employees employed by an employer subject to this Addendum, either before or after injury, or both. The material shall contain an explanation of the program and the

rights and responsibilities of the respective parties and of the program representative, mediator and arbitrator. The material shall also contain an explanation of the employee's rights to pre-designate his or her physician along with a pre-printed form to pre-designate a physician should the employee desire to do so.

- 3.4. The Trustees shall select at least one individual to serve as program representative, at least one individual to serve as mediator and at least one person to serve as arbitrator. Each individual shall be selected from a list of at least 5 candidates submitted by the Union, and may be discharged/removed at will by vote of the Trustees.
- 3.5. Program representatives, mediators and arbitrators shall be paid by the Ironworkers Workers' Compensation Trust Fund. The Trustees shall by separate agreement with participating insurance carriers and self-insurers establish a method of reimbursement for the costs of operating the dispute prevention and dispute resolution program and other administrative costs of the program.
- 3.6. Subject to rules adopted by the Trustees, the program representative shall as soon as is practicable contact by telephone each employee who has sustained compensable lost time injury, to advise the employee of the existence of the program and its operation. Employees subject to this Addendum who believe they are not receiving workers' compensation benefits to which they are entitled, including medical and hospital services, may notify the Program Representative by telephone. An employer may also request assistance from the Program Representative. The Program Representative shall attempt to resolve the issue(s) to the satisfaction of the employee. Within five (5) working days the Program Representative shall advise the employee of the position of the insurer or self-insured employer in terms which are readily understandable by the employee, and shall advise the

employee of further steps the employee may need to take in order to reach a fair resolution including mediation and arbitration. The 5-day period may be extended by agreement between the employee and the Program Representative. Upon request, the Program Representative shall assist the employee in filing requests for mediation and arbitration related to alleged work related injuries and diseases subject to this Addendum.

- 3.7. The Program Representative shall maintain a log recording all activity including, but not limited to, dates and summaries of communications with employees, employers, and insurers, as well as any agreements to extend the time frames provided for in this Addendum. All written and oral communications involving the Program Representative shall be considered confidential pursuant to NRS 616B.012 and NRS 616B.015.
- 3.8. If a dispute related to a claim governed by this Addendum is not resolved pursuant to Section 3.1 within five working days from the employee's contacting the Program Representative, the employee may request mediation services. The employer may also request mediation services related to any claim for benefits subject to this Addendum. No matter may proceed to mediation until completion of the five-day period and any agreed extension thereto. In no event may a matter proceed to mediation without first being presented to the Program Representative.
- 3.9. A request for mediation may be made no later than sixty days subsequent to the expiration of the five-day period and any agreed extension thereto. The insurer or Third Party Administrator ("TPA") and employee may extend this sixty-day period by mutual agreement.
- 3.10. The Ironworkers Workers' Compensation Trust Fund shall appoint a mediator within three (3) working days of receipt of a request for mediation. Upon request by the employee, the

Program Representative shall assist the employee in any mediation proceedings. The mediation process shall be subject to rules adopted by the Trustees of the Ironworkers Workers' Compensation Trust ("IWCT").

- 3.11. The mediator shall contact the employee and a representative of the employer's insurer. Both the employee and employer's insurer shall supply the mediator with requested information. The mediator may meet separately with the employee and the representative of the insurer, and/or may schedule a mediation session to be attended by both the employee and the representative of the insurer. If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, the mediation process shall be deemed exhausted unless the employee and the representative of the insurer agree otherwise.
- 3.12. If a dispute related to a claim has not been resolved at mediation, the employee or representative of the insurer may request the Ironworkers Workers' Compensation Trust to appoint an arbiter to arbitrate the dispute. Absent extraordinary circumstances, arbitration must be requested no later than sixty (60) days after the mediation process involving the same dispute has been exhausted or the date the parties have mutually objected to mediation.
- 3.13. The Ironworkers Workers' Compensation Trust shall appoint an arbiter within three (3) working days of receipt of a request. Upon request by the employee who is not represented by an attorney, the Program Representative shall assist the employee with procedural matters related to the arbitration, but shall not be permitted to act in the capacity of an attorney. An employee receiving assistance from a Program Representative but who is not represented in the arbitration proceeding by an attorney shall be considered by the arbiter to be an "unrepresented worker".

- 3.14. In conducting the arbitration, the arbiter shall apply the same presumptions of compensability, statutory construction and rules of admissibility of evidence that would be applied by the Nevada Appeals Officer conducting a proceeding under the Nevada Workers' Compensation Law. The arbiter shall have the same authority as a Nevada Department of Administration Appeals Officer over discovery, the production of documents, the issuance of subpoenas and other procedural matters related to the arbitration hearing.
- 3.15. Absent a contrary stipulation between the employee and the representative of the insurer, an arbitration proceeding shall be conducted at a location designated by the Ironworkers Workers' Compensation Trust and no more than forty (40) miles from the residence of the employee if within Nevada and otherwise at the offices of the Ironworkers Workers' Compensation Trust or within forty (40) miles of the Ironworkers Workers' Compensation Trust's offices, if the employee agrees.
- 3.16. All arbitration proceedings shall be electronically recorded. The original tape and record of the proceeding shall be retained by the Ironworkers Workers' Compensation Trust. Copies of the recording and record shall be supplied to the employee and representative of the insurer upon request. A transcript of the proceeding shall be prepared upon the request of the arbiter, employee or representative of the insurer.
- 3.17. Within ten (10) working days following the conclusion of the arbitration, the arbiter shall issue his or her written findings of fact, decision, and order. The arbiter is authorized to include in any award all relief available from a Nevada Department of Administration Appeals Officer. Any benefit penalties, and/or relief under NRS 616D.120 to 616D.150

inclusive and/or NRS Chapters 616A to 617 inclusive must be determined by the Division of Industrial Relations and/or an Appeals Officer.

3.18. Any findings of fact, award, order or decision of the arbiter shall be in the same form and have the same force and effect as findings of fact, an award, order or decision of a Nevada Department of Administration Appeals Officer.

3.19. The decision of the arbiter shall be subject to review pursuant to NRS 616C.340 through 616C.360, inclusive, in the same manner as provided for an appeal of a final order or decision made and filed by a Nevada Department of Administration Hearing Officer; and subject to review by a Nevada Department of Administration Appeals Officer, which is subject to judicial review upon petition to a Nevada District Court pursuant to NRS 233B.130 through 233B.150, inclusive.

3.20. Nothing in this alternative dispute resolution process shall prevent an employee from retaining an attorney to represent the employee in any and all stages of the alternative dispute resolution process established by this Addendum. Such retention of an attorney is the sole and absolute choice of the employee. The retention of an attorney shall not diminish the ability of the Program Representative, Mediator, Arbitrator or nurse case manager to speak directly with the employee in the attorney's physical or telephonic presence. In no event shall the Ironworkers Workers' Compensation Trust be liable for the expense of such representation. The terms and conditions of any agreement between an employee and the employee's retained counsel are not subject to this Addendum nor does this Addendum in any fashion alter or replace any or all Nevada law applicable to an agreement between an attorney and an employee pursuing Workers' Compensation benefits.

3.21. The California Ironworkers Workers' Compensation Trust was created by an Agreement and Declaration of Trust effective as of January 1, 2003.

Effective July 1, 2011 a contribution of three and one-half cents (\$0.035) per hour for each hour paid for and/or worked will be made to the California Ironworkers Workers' Compensation Trust by all signatory employers whether or not they participate in the program established by this Addendum. These contributions will be subject to all the provisions of the Agreement and Declaration of Trust dated as of January 1, 2003 establishing that program and the provisions of the Ironworkers Workers' Compensation Plan adopted by the Board of Trustees. It is understood said Workers' Compensation Plan shall be administered pursuant to the Trust Agreement.

All rules of the Master Agreement relating to collection of delinquent contributions, and enforcement of the contribution obligation shall apply to the contributions provided for herein.

WRITTEN COMMUNICATIONS

Send written communications to:

Ironworkers Workers' Compensation Trust
131 No. El Molino Avenue, Suite 330
Pasadena, CA 91101

Ironworkers ADR Program Administrator
2120 Foothill Blvd., Suite 100
La Verne, CA 91750

SIGNATURE PAGE

APPROVED BY THE UNION

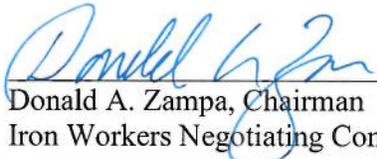
APPROVED BY THE EMPLOYERS

Dated: 2/18/16

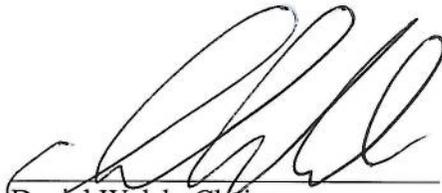
Dated: 2/18/16

District Council of Iron Workers of
The State of California & Vicinity

California Iron Worker Employers Council



Donald A. Zampa, Chairman
Iron Workers Negotiating Committee



Daniel Welsh, Chairman
Employers Negotiating Committee