

**ARTICLES OF
AGREEMENT
ENTERED INTO BY AND BETWEEN**

**AND
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON
WORKERS LOCAL UNION No. 392**

August 1, 1999 - July 31, 2004

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AGREEMENT

This Agreement is by and between the _____ hereinafter referred to as the EMPLOYER and IRON WORKERS LOCAL No. 392 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, hereinafter referred to as the UNION.

PREAMBLE

The Employer and the Union, recognizing the necessity for eliminating restrictions and promoting efficiency, agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work.

PURPOSE OF AGREEMENT

This agreement is entered into to prevent strikes and lockouts, to facilitate peaceful adjustment of grievances and disputes between Employer and employees in this trade, to prevent waste and unnecessary and avoidable delays and expense, for the further purpose of at all times securing for the Employer sufficient skilled workmen, and so far as possible to provide for Iron Workers continuous employment. Such employment to be in accordance with the conditions herein set forth and at the wages herein agreed upon, that stable conditions may prevail in construction, that construction costs may be as low as possible consistent with fair wages and conditions, and further to establish the necessary procedures by which these ends may be accomplished.

ARTICLE 1 BOND SECURITY

SECTION 1. All present employees who are members of the Union shall remain members of the Union in good standing as a condition of employment, all present employees who are not members of the Union may be required to become and remain members of the Union in good standing after the seventh (7th) day after the execution of this agreement as a condition of employment and all new employees may be required to become and remain members of the Union in good standing and after the seventh (7th) day after their respective hiring date as a condition of employment, provided, however, that the Union shall comply with the Labor - Management Relations Act of 1947 and all amendments thereto with respect to Union Security, and that if required a majority of the employees entitled to vote upon same shall have voted affirmatively in favor of such Union Security as contemplated and provided for by said Labor - Management Relations Act of 1947 and all amendments thereto.

SECTION 2. The Employer will terminate the employment of any employee covered by this agreement upon written demand of the Union, in the event that such employee shall fail to comply with Section 1 of this Article, provided that membership in the Union was available to the employee on the same terms and conditions generally applicable to other members, and that membership was not denied or terminated for reasons other than the failure of the employee to tender the periodic dues, and the initiation fees uniformly required as a condition of acquiring or retaining membership. Such employee shall not be re-employed by the Employer until notified by the Union that the employee has paid any such initiation fee or dues then delinquent, or unless such employee presents a work clearance from the Union to the Employer.

SECTION 3. The employer reserves and shall have the right to discharge for just cause any Employee furnished by the Union who has been employed but who subsequently proves unsatisfactory to the Employer.

SECTION 4. The use, sale, purchase, transfer, manufacture, or being under the influence of alcohol, illegal drugs or any controlled substance (hereinafter "alcohol and drugs"), other than the proper use of lawful medication, on Company time, including break time and lunch time, or while on Company's premises or work sites, is strictly prohibited.

SECTION 5. The Employer shall secure and maintain Surety Bond in the minimum amount of \$25,000 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount. Should the Employer be, at any time, unable to fulfill this obligation as above provided, he shall be required to pay all wages health & welfare, pension and annuity in cash on a weekly basis.

ARTICLE 2 TRADE JURISDICITON

SECTION 1. The parties hereto agree to be bound within the territorial jurisdiction of this agreement to process jurisdictional disputes according to the following procedure:

- (A) Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record.
- (B) Where a National Agreement of Record between the disputing trades applies the Employer shall assign the work in accordance with such Agreement of Record.
- (C) Where no decision or Agreement of Record under (A) or (B) applies, the Employer shall assign the disputed work in accordance with the established work practice in the area covered by this agreement.
- (D) There shall be no stoppage or slow down of work on the part of the Union and no lockout on the part of the Employer because of any jurisdictional dispute arising during the term of this Agreement.
- (E) The failure of either the Employer or the Union to abide by the above procedures shall be considered a violation of this Agreement.
- (F) The employer recognizes that when work is being done on a composite crew basis that given adequate notice by the employee of intended vacation or termination he will be replaced to maintain the proper ratio.
- (G) All holes drilled in concrete for iron worker installed items shall be drilled by the iron workers.
- (H) Dismantling or demolishing of material they erect.
- (I) Security steel doors and their frames and their hardware.
- (J) Prep welds and paint welds (including lead paint, by any means).
- (K) Light gauge structural steel by any means and all load bearing light gauge structural.
- (L) The unloading of all material being installed by Iron Workers to be done by any means.
- (M) All metal shavings from sheeting building will be disposed of by Iron Worker by whatever means Iron Workers will be responsible for excess insulation to be dispatched to a designated stock pile.
- (N) When shooting or welding metal studs the layout, prep and cleaning of weld and operation of equipment will be done by Iron Workers.
- (O) Any work in hazardous area shall be performed by the Iron Workers according to jurisdiction of this contract.

This agreement shall cover all Iron Workers work in connection with the following: The fabrication, erection and construction of iron and steel, ornamental lead, bronze, brass, copper, and aluminum, reinforced concrete structure or parts thereof, bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, smoke conveyers, pen stocks, flag poles, drums, shafting, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, scales, vats, enamel tanks and vats, tanks, towers, pans, hoppers, plates, anchors, caps, corvels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction, domes, rolling shutters, curtains, frames, kalomeined and iron doors, cast, tiling, air-ducts, dust and trench plates and frames, wire work, railing, including pipe guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, marquees, awnings, elevators and dumb waiter enclosures, elevator cars, tracks, facias, aprons, operating devices, sash, frames, lockers, racks, bookstacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets attached to steel frames, frames in support of boilers, material altered in field, such as framing, cutting, bending, drilling, burning and welding, including by acetylene gas and electric machines, metal forms and false work pertaining to concrete construction, sectional water tube and tubular boilers and

stokers, traveling sheaves, vertical hydraulic elevators, bulk heads, ship hoists, the making and installation of articles made of wire and fibrous rope, rigging in shipyards, vessels, and Government Departments, false work, travelers, scaffolding, pile drivers, sheet piling, derricks, cranes, the erection installation, handling and operating of same on construction work, railroad bridge work including maintenance, the moving, hoisting and lowering of machinery, the placing of same on foundations, including the bridges, cranes, building piers, and vessels, the loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of the above and house-smith work and submarine diving, in connection with or about same, the erection of steel towers, chutes, and spouts for concrete where attached to towers and the handling and fastening of the cables and guys for same, the racking, sorting, cutting, handling, hoisting, placing and tying of iron, steel, and metal used in re-reinforced concrete construction including mesh for floors, arches and making of hoops and stirrups, metal forms and metal supports thereof and pre-cast columns, exterior and interior wall panels, roof and floor slabs and/or planks, T panels, double T panels, etc. used in general construction work, and all pre-cast work such as bridge, girders, deck and/or floor slabs, etc. used in Bridge Construction and/or Erection, and all architectural as well as structural pre-cast. Soundproofing systems used on the perimeter of highways and roads for the purpose of containing traffic noise; epoxy and or any chemical compounds used on bolts, re-reinforcing bar, embedded metal or any iron workers installed items; all pre-fabricated pre-glazed, pre-hung windows; all raw glass; the fitting, cutting and installation of all glass retaining moldings; welding of studs, and removal of furrules from studs; all metal and pre-cast retaining walls; all weld prep by grinding, brushing, sandblasting or any other means. Holes drilled into concrete by whatever means for any Iron Worker installed item shall be the work of the Iron Worker.

WORK PRESERVATION

In order to preserve the work of the employees covered by these Articles of Agreement and the bargaining unit described in the Agreement the following shall apply.

The installation, erection, repair, maintenance, disassemble and dismantling of all equipment and structures including, but not limited to, the work described in Articles 2, 10 and 15 of this Agreement shall be performed solely and exclusively by employees covered by this Agreement. Where the Union has entered into a written agreement with another local union that is bound to written agreement with the Employer providing for the specific allocation of certain assigned work, the Employer may comply with such agreement between the local unions. If the Employer does not assign according to such local agreements, assignments shall be made in accordance with this Article.

Employees covered by this Agreement shall perform all clean up work on work they perform.

ARTICLE 3 WAGES

It is hereby agreed that the job classifications and the wages covering same are to be as per attached Addendum No. 1 to this agreement.

On jobs requiring a composite crew with another iron worker local union, the scale of wages including fringe benefits shall be the highest rate contained in either Local 392 or the other respective Local's Collective Bargaining Agreement.

ARTICLE 4 WORK DAY

SECTION 1. Eight (8) hours shall constitute a day's work between the hours of 7 a.m. and 5 p.m. The recognized starting time shall be 8 a.m. All work in excess of eight (8) hours Monday through Friday shall be paid at the rate of time and one-half. The recognized starting time may be changed by mutual agreement between the Employer and the Union. However, the starting and quitting time shall not be changed on a daily basis. All Employees shall be on the job site at starting time and remain on the job site until quitting time.

SECTION 2. On jobs requiring nonstandard working hours, the work will be done with only a \$2.00 an hour premium paid. All other work rules will apply, i.e., in operating businesses where construction would cause a

conflict with normal business. Any hour worked in excess of eight hours shall be paid at the applicable overtime rate plus the \$2.00 an hour premium.

ARTICLE 5 OVERTIME & FOUR-TENS

SECTION 1. The work week shall be 40 hours, Monday through Friday. All work in excess of 40 hours in one week shall be paid at the rate of time and one-half (1-1-2). The Employer shall not employ a second crew to circumvent overtime pay after 40 hours. At the Employers option the work week can consist of five eight hour days or four ten hour days (unless prohibited by law). This option will apply only if the Iron Worker is the only trade on the job site if all other crafts on the job site are working four ten hour days. In case of bad weather or equipment, Friday will be a make up day. Exceptions to this arrangement will be as agreed to by the Employer and the employees.

SECTION 2. All overtime shall be time and one-half (1-1/2) Monday through Saturday and Holidays shall be at double the basis rate of pay.

SECTION 3. Time and one-half shall be paid for all overtime work, Monday through Saturday, when maintaining a concrete pour.

ARTICLE 6 LUNCH PERIOD, SUPPER HOUR & BREAKS

SECTION 1. Any employee who is required to work through his lunch period shall receive an additional thirty (30) minutes pay at the overtime rate, and shall be allowed a thirty minute period to eat his lunch.

SECTION 2. When Employees are required to work more than two (2) hours after the regular quitting time, they shall be allowed one-half (1/2) hour for supper time at the overtime rate and they shall be allowed an additional one-half (1/2) hour for supper time at the overtime rate for every four (4) hours worked thereafter. Supper hour may be changed to correspond with that of the majority of the crafts employed on any particular project.

SECTION 3. The recognized lunch period shall be between the hours of 12:00 noon and 12:30 p.m. Thirty (30) minutes shall be allowed for lunch between 11:00 a.m. and 1:00 p.m. by mutual agreement.

SECTION 4. A ten minute break period shall be allowed for each employee in the morning with pay. The break must be taken at or adjacent to the employee's place of work on the job site. Employees shall not leave their approximate work area to congregate for the break.

ARTICLE 7 HOLIDAYS

SECTION 1. The recognized Holidays for Local 392 shall be observed as prescribed by Federal Law and are as follows: New Years Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day, Christmas, Saturdays and Sundays. When a holiday falls on Sunday, it shall be observed on the following Monday.

SECTION 2. No work shall be performed on Labor Day except in case of emergency.

**ARTICLE 8
REPORTING TIME PAY
PAY FOR PARTIAL DAY'S WORK**

When an employee is ordered by the Employer or his representative to report for work and then through no fault of the employee is not put to work, or is employed for less than four (4) hours the Employer shall pay him for four (4) hours time, weather permitting.

On jobs of more than four (4) hours duration, but less than eight (8) hours, the Employer shall pay for eight (8) hours work, weather permitting.

After an employee has entered employment and reports for work, he or she shall receive one hour's pay for reporting, providing that he or she remains on the job unless told to leave, if not notified by the Employer, or its representative one hour prior to the regular starting time that there will be no work. Union request by the employee to the Employer, this one hour notification may be increased if such additional notification time is needed in order for the employee to receive said notification prior to he or she leaving home so as to arrive on the job prior to starting time.

Whenever weather conditions are unfavorable, Employees who have no telephone shall ascertain for themselves whether there will be work by contacting an Employee working on the same prefect who has a telephone or by calling (collect) the Employer. The Employer shall have no obligation to pay show-up time to those Employees whom the Employer or his representative cannot by diligent effort, contact to notify them that there will be no work because of weather conditions.

If work is allowed to start, a minimum of two (2) hours will be paid if work is weathered out prior to the end of the two (2) hours. If work is weathered out after two (2) hours has been worked but before four (4) hours has been worked, four (4) hours will be paid. If work is weathered out after four (4) hours has been worked but before six (6) hours has been worked, six (6) hours will be paid. If work is weathered out after six (6) hours has been worked but before eight (8) hours has been worked, eight (8) hours will be paid. For jobs working four-tens, after eight hours has been worked ten hours will be paid. Employees will be required to remain on the job for time paid, unless told to do otherwise.

The reporting time for Saturdays, Sundays, and Holidays shall be as stated above. However, in the event inclement weather causes stoppage of work on those days, Employees will be paid for the time actually worked, but in no event less than two (2) hours will be paid at the applicable overtime rate.

**ARTICLE 9
FOREMAN**

SECTION 1. When one Iron Worker is employed he shall receive the Foreman's rate of pay except on installation of mesh, maintaining a pour, or other jobs where it is not necessary to read blueprints. The Foreman's rate shall be \$1.50 per hour over the Journeyman Iron Worker's pay. The Foreman's rate of pay shall be in effect only when performing duties as a Foreman, but shall receive such a premium for a minimum of eight hours or a single shift once appointed Foreman. When two or more Foremen, with a crew size of ten or more men, are employed on one job, one shall be classed as a General Foreman whose rate shall not be less than \$2.50 over the Journeyman Iron Worker's pay. This shall not relieve him from the performance of any of his duties. The Employees will not be required to take instructions from anyone other than the Foreman or General Foreman. No more than ten (10) men will be required to work under one Foreman.

SECTION 2. When working with power equipment on structural steel, the Foreman of such crew shall be responsible for that crew alone, except on small projects where no more than ten (10) journeymen are employed, exclusive of the raising gang provided these journeymen are under the supervision of one or more Foremen. If more Iron Workers are employed on such job there shall be a Foreman designated to handle them in accordance with Section 1. All Foremen and pushers shall be members in good standing of the International Association of Bridge, Structural, Ornamental And Reinforcing Iron Workers.

**ARTICLE 10
GENERAL CONDITIONS**

SECTION 1. No less than six (6) men and a Foreman shall be employed around guy or stiff leg derrick used on steel erection. On all mobile or power operated rigs of any description no less than four (4) men and a Foreman shall be employed on work coming within the jurisdiction of the Iron Workers.

The above size crews do not apply to reinforcing steel, A- frame or winch truck when not used for structural steel erection or if the accepted rules of safety are not violated.

A minimum of three (3) men shall be employed around an A-frame or winch truck when not used for structural steel erection. In special instances, this minimum crew size may be waived.

When more than one piece of equipment is required to make a single lift, the number of men shall be determined jointly by the Contractor and the Business Representative.

SECTION 2. For the setting of structural steel with hand operated gin poles and sasgen poles where the total work is of six (6) hours duration or more on one job, no less than four (4) men and a Foreman shall be used.

SECTION 3. In special instances with the approval of the Business Agent, the above minimum crew sizes in Sections 1 and 2 can be waived.

SECTION 4. There shall be two men required on an impact wrench for work with large air operated wrenches. On non-rolling bolts, the number of persons to install and tighten bolts shall be a management decision.

SECTION 5. The Employer shall furnish suitable drinking water at all times, such water to be iced in warm weather. Each job of sufficient size and length to justify same shall be provided with a shed or room for the employees to change their clothes and keep their tools. Such change shed to be located on ground floor. The Contractor must provide sanitary toilet facilities. Such facilities to be maintained in a sanitary condition.

SECTION 6. Apprentices will be required to acquire the following list of tools over the course of 3 years of school, journeymen iron workers will be required to supply their own tools as per this list.

FIRST YEAR

Belt & Bolt Bag
3/4 Spud Wrench
5/8 Spud Wrench
12" Crescent Wrench
Bull Pin
Pocket Knife
4lb. Hammer
Wire Reel

SECOND YEAR

2' Level
Framing Square
Tri-Square
Chalk Box
Chalk Line
Torch Lighter
Slag Hammer
Tip Cleaners
Wire Brush
Screwdriver Set
Center Punch
Ball & Pein Hammer
Scribe
Plum Bob
Hacksaw & Blades

THIRD YEAR

Vice Grips
Ratchet Socket set - 1/2" Drive
Allen Wrench Set
3 Assorted Chisels
1 Sm. Wrecking Bar

SECTION 7. Light trucks, all welding machines, air compressors, air chuggers, floor operated overhead cranes, winches (non self-propelled), scissors lifts, snorkel lifts, forklifts and boom trucks shall be considered tools of the trade and will be operated exclusively by Iron Workers when used in conjunction with work being done by the Iron Workers. When a fire watch is required, this fire watch will be the responsibility of the Iron Worker as part of his normal work. When working over water and a safety boat is required, the boat shall be operated and manned by Iron Workers. All instruments such as transits, levels, lasers, etc. and/or other types

of equipment or method required to shoot grades, center lines and alignment in conjunction with all work coming within the work jurisdiction of Iron Workers shall be used and performed exclusively by Iron Workers. The employer shall have the right to assign certain work to the Iron Worker under provisions of this agreement, as long as it conforms to that which is certified by the National Labor Relations Board.

When more than one forklift is used on a continuous basis, the jurisdiction of the O.E. will be recognized. Periodic maintenance of power equipment will be the jurisdiction of the O.E. if one is working on the job site cost of this maintenance must not fall on the erector.

SECTION 8. There will be a minimum of two (2) men on the installation of roof decks.

SECTION 9. On all pre-engineered metal buildings the crew size shall be a foreman plus 3 Iron Workers with an apprentice being allowed as part of the crew.

ARTICLE 11 STACK WORK

All stack work shall be performed in accordance with the Stack-Chimney Agreement of the International Association of Bridge, Structural, Ornamental And Reinforcing Iron Workers.

ARTICLE 12 SHEETING

A minimum of three men shall be employed in a sheeting gang. The crew size will not apply to any commercial or residential job of five days or less duration for one sheeting gang. There shall be a Foreman in each sheeting gang. Two journeymen and one apprentice, if available, as part of crew.

ARTICLE 13 PIECE WORK

There shall be no piece work of any description. There shall be no limitation placed on the amount of work to be performed by any employee during working hours.

ARTICLE 14 WELDERS HELPERS

SECTION 1. When welding or burning on steel skeletons, bar joists, or when scaffolding, staging, ladders or similar apparatus are used, each Journeyman Welder or Burner shall be provided with an Assistant. On Welding or burning on other than steel skeletons, bar joists or when scaffolding, staging, ladders and similar apparatus is not used the following shall apply:

When one or two journeymen welders or burners are used, one assistant shall be employed. When three or four journeymen welders or burners are used, two assistants shall be employed.

On small jobs and on work performed on the ground or on a deck, no helper will be required. In field fabricating of reinforcing steel, or if less than one day's burning or welding is required, or if manning requirements would lose iron workers employment, one journeyman may be employed.

SECTION 2. Certification of Welders. The Employer agrees that if the type of work requires certification, the Employer will bear all the expense and the certification papers will be given the Welder only upon termination of the job or if the Welder is laid off before. When certifying Welders on a project a Helper is not required provided the testing is removed from the immediate construction area and the testing is performed in a protected area.

Iron Workers Local Union No. 392 shall maintain records of all certified Welders and serve as a clearing house for same. A method of training and testing will be developed for off-site testing to develop more certified Welders and decrease the cost involved in the testing.

SECTION 3. The Employer shall furnish welder sleeves and gloves for Welders on welding jobs of more than 5 days duration. The Employer shall furnish protective outer clothing where Iron Workers are forced to come into contact with clothes-eating chemicals in the performance of their work. The employer shall furnish a welding hood if requested.

**ARTICLE 15
REINFORCING STEEL**

SECTION 1. No reinforcing steel section such as mats, wall panels, columns, etc., shall be delivered to the job site prefabricated, unless such prefabrication has been performed by members of Iron Workers Local 392 under the terms and conditions of this Agreement.

SECTION 2. All maintenance of reinforcing rods or mesh performed during a concrete pour shall be the exclusive work of the Iron Workers.

It is agreed that there will be one Iron Worker maintaining the concrete pour, during the pouring operation, and if there is other work available nearby it is agreed that this Iron Worker may be used on this work provided it is close enough for this Iron Worker to periodically check the reinforced pour.

In special instances of small pours where no maintenance is required, with the approval of the Business Representative or Steward on the job, job maintenance can be waived.

**ARTICLE 16
GEOGRAPHIC AREA
COUNTY LISTINGS**

All of
St. Clair
Madison
Monroe
Randolph
Clinton
Jersey
Bond
Washington
Perry

Part of
Calhoun
Greene
Macoupin
Montgomery
Fayette
Marion
Jefferson
Franklin
Jackson
Effingham
Clay

**ARTICLE 17
DISCRIMINATION**

SECTION 1. The Employer agrees that there will be no discrimination against any Iron Worker for upholding the by-laws and working rules of Local 392.

SECTION 2. The Union agrees that there will be no discrimination against any Contractor for upholding and enforcing the terms of the Agreement.

SECTION 3. It is agreed that neither the Union or the Employer shall engage in employment practices which discriminates against applicants or Employees on the basis of race, color, creed, age, sex, religion or national origin.

ARTICLE 18 PAYMENT OF WAGES

SECTION 1. The Employer agrees that the Iron Workers will receive their pay weekly on Friday by 4:30 PM. Any undue delay shall be paid for the Employer causing such delay at the over-time rate of pay. When jobs are called off on pay day the contractor shall have the pay checks on the job site at 8:00 AM.

SECTION 2. A maximum of three (3) days pay may be withheld except on agreement between the Employer and the Union. In case of overtime worked on the day of a layoff, such overtime pay may be mailed to the employee.

SECTION 3. When employees are laid off, they shall be paid in full on job site immediately. If this is a hardship for the Employer, the check may be mailed. However, if the postmark is later than the following work day, the Employer will pay four hours additional pay at the straight time rate. When the employee is discharged he will be paid in full on the job site.

SECTION 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 the net earnings.

ARTICLE 19 CONTRACTOR'S FINANCIAL RESPONSIBILITY

Upon request by the Business Representative of the Union, any Employer shall furnish to him evidence of his financial responsibility.

ARTICLE 20 STEWARD & BUSINESS REPRESENTATIVE

SECTION 1. The steward who is appointed by the Business Representative of the Union or elected by the employees on the job shall promptly take care of injured Iron Workers and accompany them to their homes or to a hospital as the case may require without loss of time.

SECTION 2. The Union Representative will be permitted to visit all jobs but will in no way interfere with the employees during working hours except with permission of the Employer.

SECTION 3. The Steward shall be a qualified Journeyman capable of performing the work of the Iron Worker Trade and shall not leave his place of employment unless authorized by the Employer. The Steward shall have the right to examine pay check stubs from the previous week.

ARTICLE 21 APPRENTICES

SECTION 1. The final sentence in the first paragraph of Article 21, Section 1 is deleted and substituted therefore is the following. "Apprentices participating in the three-year Apprentice Program prior to August 1, 2002 are grandfathered as to their wage scale, and their wage scale shall be 70% First year, 80% Second year, 90% Third year. The Apprentice wage scale for Apprentices beginning their participation in the

Apprentice Program after July 31, 2002 shall be 65% First year, 70% Second year, 80% Third year, 90% Fourth year."

The Union will provide on request, a list of all apprentices, their Social Security Number and applicable scale. This list will be made available 30 days prior to any scale up-graded. The proper dates for scale up-grade shall be August 1, of each year.

SECTION 2. When the Apprentice School is in session full time (during daytime hours), Apprentices will be laid off until end of session, however they shall return to job if work is available.

Third year Apprentice will become a Journeyman Iron Worker, April 15th of said year. All fees must be paid in full by same date.

ARTICLE 22 SAFETY PROVISIONS

SECTION 1. No more than two (2) floors or a maximum of twenty-five (25) feet beneath each scaffold shall remain open or uncovered, and all such floors shall have safety nets, permanent decking, or be planked within a minimum radius of ten (10) feet, which shall not preclude the use of safety lines or safety belts. Where the above is not practical, working areas must be covered tight with suitable planking or permanent decking, except for access openings. This provision shall in no way conflict with the current OSHA requirements.

SECTION 2. Where iron is landed on the floor or at a point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

SECTION 3. No employee shall be allowed to ride the load or load fall except in the case of inspection and erection when necessary.

SECTION 4. Steel cable and hemp slings, which are OSHA approved, will be used instead of chain.

SECTION 5. Proper practical safe housing, casing of tube shall be provided for any and every means, method, appliances or equipment employed to transmit or give signals, directing work of operation of any and various devices in connection with work being done by employees.

SECTION 6. No employees will be required to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above men working shall be planked safe in all elevator shafts.

SECTION 7. All shear connectors on top flange of beams to be field fabricated after erection. The Joint Conference Committee will resolve the safety problems in connection with other protruding objects.

SECTION 8. Employees shall furnish their own hard hats and safe footwear. When an Employer specifies that a particular hard hat shall be worn by Employees, then the Employer shall be responsible for furnishing same.

SECTION 9. Adherence to all Federal and State Safety Laws and the Employer's Safety policy shall be a condition of continued employment. Safety glasses shall be furnished by the Employer and shall be returned by the Employee at the completion of his employment.

SECTION 10. Manning of Safety Boat. When structural steel is being erected or repair work of a hazardous nature is being performed on a bridge over any body of water, the Employer shall have a power safety boat in the water manned by Iron Workers.

**ARTICLE 23
WORKMEN'S COMPENSATION**

The Employer must at all times provide Worker's Compensation insurance including medical care, temporary total disability and all additional benefits stated by the Illinois Worker's Compensation Act to be paid at Industrial Commission of Illinois Compensation rates and will be required to furnish the Local Union with a statement from his insurance company, giving date of his Workmen's Compensation Insurance and Illinois Unemployment Number.

**ARTICLE 24
SHIPPING EMPLOYEES**

Employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation traveling time and expenses as mutually agreed to by the Employer and the Union, Employee.

**ARTICLE 25
MODEL RATE/SHIFT SCHEDULE**

A. The following examples are intended to clarify the shift rates, shift additives and overtime. \$10.00 per hour is used as a basis for computation.

SINGLE SHIFT SCHEDULE

Eight (8) hours work performed for eight (8) hours pay.

Example: 8 hours work X \$10.00 per hour = \$ 80.00

Ten (10) hours of work performed for eight (8) hours pay at straight time plus two (2) hours at time and one-half the straight time rate of pay.

Example: 8 hours straight time X \$10.00 per hour = \$ 80.00

2 hours overtime X \$15.00 per hour = \$ 30.00

Total = \$110.00

* 10 minute breaks will be taken as schedule, with pay.

TWO-SHIFT SCHEDULE

(Eleven (11) hour shift is used as example)

First Shift - Eight (8) hours work for eight (8) hours pay

Hours: 8:00 AM to Noon = 4 hours

(Lunch) Noon to 12:30 PM = 0 hours

12:30 PM to 4:30 PM = 4 hours

Total straight-time = 8 hours = \$80.00

(Overtime) 4:30 PM to 6:30 PM = 2 hours

*(Mealbreak) 6:30 PM to 7:00 PM = 0 hours

(Overtime) 7:00 PM to 8:00 PM = 1 hour

Three (3) hours at time and one-half = \$45.00

Total remuneration for first shift = \$125.00

Second Shift

Seven and one-half (7 1/2) hours work for eight (8) hours pay

Hours: 8:00 PM to Midnight = 4 hours

(Lunch) Midnight to 12:30 AM = 0 hours

12:30 AM to 4:00 AM = 3.5 hours

Total straight-time hours 7.5 hours @ 8 hours pay = \$80.00

(Overtime) 4:00 AM to 6:00 AM = 2 hours

*(Mealbreak) 6:00 AM to 6:30 AM = 0 hours

6:30 AM to 7:30 AM = 1 hour

Three (3) hours at time & one-half = \$45.00

Shift Additives:

8:00 PM to 4:00 AM		
Seven & one-half hours (8 hours X \$0.25)	=	2.00
(Overtime) 4:00 AM to 7:30 AM		
Three hours (3 hours X \$.25 @ 1 1/2 X)	=	<u>1.13</u>
Total remuneration for second (2nd) shift	=	\$128.13

* In Local 392 the second mealbreak is paid at the overtime rate.

* 10 minute breaks will be taken as schedule, with pay.

THREE SHIFT SCHEDULE

First Shift - Eight (8) hours work for eight (8) hours pay

Hours:

8:00 AM to Noon	=	4 hours	
Noon to 12:30 PM	=	0 hours	
12:30 PM to 4:30 PM	=	<u>4 hours</u>	
Total hours worked		8 hours pay	= \$ 80.00

Second Shift - Seven and one-half hours work for eight (8) hours pay

Hours:

4:30 PM to 8:30 PM	=	4 hours	
(lunch) 8:30 PM to 9:00 PM	=	0 hours	
9:00 PM to 12:30 PM	=	<u>3.5 hours</u>	
Total hours worked		7.5 hours (8 hours pay)	= \$80.00
Shift additive of \$0.25 per hour for all hours	=		<u>2.00</u>
Total remuneration for second (2nd) shift			\$82.00

Third Shift - Seven (7) hours work for eight (8) hours pay

Hours:

12:30 AM to 4:30 PM	=	4 hours	
(lunch) 4:30 AM to 5:00 PM	=	0 hours	
5:00 AM to worked	=	<u>3 hours</u>	
Total hours worked		7 hours (8 hours pay)	= \$80.00
Shift additive for \$0.50 per hour for all hours	=	<u>4.00</u>	
Total remuneration for third (3rd) shift			\$84.00

* 10 minute breaks will be taken as schedule, with pay.

- B. Not more than one (1) shift shall be allowed on jobs of less than three consecutive days duration, excluding Saturdays, Sundays or legal holidays except by mutual agreement between the Employer and the Union. All Shifts on the final day of shift work shall receive the same number of hours.
- C. When Iron Workers are employed or ordered out by the employer or his representative to report for shift work and then through no fault of the Iron Worker is not put to work or employed for less than regular shift hours, the employer shall pay him for time equal to one shift. This applies to all work in connection with shift jobs.
- D. Exceptions to the above outlined shift rules may be made if mutually agreed to by the Union, and the Employer, if such exceptions are mutually beneficial to both the employee and the Employer.
- E. Deductions of time from any shift, shall only be allowed where weather conditions prevent the men from working.

**ARTICLE 26
SUB-CONTRACTORS AGREEMENT**

The Employer agrees that work to be performed at the project site pursuant to the terms and provisions of this Agreement shall not be subcontracted to other firms, parties, employers or other entity unless such subcontracted work is undertaken, performed and executed by employees whose wages, hours and conditions of employment are equivalent and harmonious with those wages, hours and conditions of employment set forth in this collective bargaining agreement. It is understood and agreed that the purpose and function of this provision is not in any way to limit or restrict the ability of the Employer party to this Agreement to do business with other employers, but rather, this provision is designed and intended to preserve work for employees whose wages, hours and conditions of employment are prescribed by this Agreement is undertaken, that the performance of such work and the practice of subcontracting do not result in the destruction of wages, hours and conditions of employment achieved by the Union through the collective bargaining process.

**ARTICLE 27
REMOVAL OF WORKERS**

The removal of Journeyman Iron Workers and apprentices from a job in order to render assistance to other Local Unions to protect legal Union principles shall not constitute a violation of these rules, provided such removal is first approved by the General Executive Board and notice thereof is first given to the Employer involved.

**ARTICLE 28
GRIEVANCE PROCEDURE**

There shall be no stoppage of work on account of any differences which might occur between the Employer and the Union regarding interpretation of this agreement. The difference should be adjusted quickly between the representative of the Employer and the Business Agent of the Union. If the matter cannot be settled satisfactorily, the matter shall immediately be referred to a board consisting of four members, two appointed by the Employer and two appointed by the Union and they shall have the authority to choose a fifth member if and when they deem it necessary. In the event that the four so appointed arbitrators are unable within two (2) days to agree upon the fifth arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which a fifth member shall be selected. The decision of this board shall be binding on both parties. The expense of the fifth member, if any, shall be borne equally by both parties. The foregoing does not apply to jurisdiction disputes.

**ARTICLE 29
PRE-JOB CONFERENCE**

When a pre-job conference is desired by the Union, the Southern Illinois Building and Construction Trades Council will be notified prior to setting of such pre-job conference and may be represented at same if they desire.

**ARTICLE 30
TOOL STORAGE AND LOSS**

On all industrial and major structural and/or rigging projects, excluding residential and commercial, there shall be a tool or storage room provided for the exclusive use of the Iron Workers for their personal tools and for all tools and miscellaneous equipment and materials used in the performance of the Iron Workers trade; such tool room to be maintained when necessary by a journeyman Iron Worker.

Should tools, personal equipment or clothing be stolen or destroyed by fire when in storage, the Employer shall pay the actual value or replace such items stolen by forcible entry or destroyed by fire, provided the Employer has been furnished with an itemized list of said tools prior to such loss and the tools were stored in

an area or facility designated by the Employer. It is agreed that the Employer shall make available to the employee an itemized check list form.

The Contractor will replace personal tools used on the job that are broken, excluding rod pliers and measuring devices.

ARTICLE 31 JOINT CONFERENCE COMMITTEE

The Employers and the Union agree that starting thirty (30) days after the execution of this Agreement, they shall hold monthly meetings between representatives of the Employer and the Union. These meetings shall be held for the purpose of furthering harmonious industrial relations.

ARTICLE 32 SAVING CLAUSE

Nothing in this agreement shall be construed or is it intended to be contrary to any local, state, or federal law. In the event that any provision of this agreement shall become legally invalid or unenforceable due to change by local, state, or federal law, such invalidity and unenforceability shall not affect the remainder of provisions of this agreement.

ARTICLE 33 392 PAC FUND

Employers party to this agreement hereby agree to honor authorization of checkoff of political contributions from employees who are Union members in the following form. "I hereby authorize my employer to deduct from my pay the sum of .10 cents for each hour worked and to forward that amount to the location shown on the report form to be disbursed to the proper authorities or trusts."

An authorization form will be made available by the Union to the employer prior to this checkoff being put in force.

ARTICLE 34 HEALTH & WELFARE

In addition to the hourly wage rate, the Employer will contribute \$5.16 per hour for each hour worked for each employee covered by this agreement, to the Iron Workers St. Louis District Council Welfare Plan. Contributions for overtime work shall be paid at the applicable overtime rate.

National Health Insurance. In the event Federal Law establishes national health and welfare plan to which the Employer is required to make contributions, the amount of said contributions shall be distributed to annuity and/or pension in whole or in part as directed by the Union.

The Employer shall not be responsible for more than the full negotiated current wage package.

ARTICLE 35 PENSION FUND

In addition to the hourly wage rate, the Employer will contribute \$4.30 per hour for each hour worked for each employee covered by this agreement, to the Iron Workers St. Louis District Council Pension Fund. Contributions for overtime work shall be paid at the applicable overtime rate.

**ARTICLE 36
ANNUITY FUND**

In addition to the hourly wage rate, the Employer will contribute \$3.00 per hour for each hour worked for each employee covered by this agreement to the Iron Workers St. Louis District Council Annuity Fund. Contribution for overtime work shall be paid at the applicable overtime rate.

**ARTICLE 37
JOINT APPRENTICESHIP TRAINING FUND
INDUSTRY ADVANCEMENT FUND**

In addition to the per hour wage rate, the Employer shall contribute .50 cents per hour for each hour worked by each Employee covered by this agreement to the Iron Workers Local No. 392 Joint Apprenticeship Training Fund to be disbursed as follows:

1st Year

- .43 = Joint Apprenticeship Fund
- .05 = National Fund
- .02 = I.I.I. Fund
- .50 = Joint Apprenticeship Training Fund

2nd year increase of .05= .45, and 4th year increase of .05= .50

There shall further be a mandatory contribution of .05 cents for the purpose of Industry Advancement, safety, drug and alcohol prevention education. A committee of employers and Union personnel shall be set up for the purpose of determining the budget and disbursements to the mutual benefit of the industry.

The primary purpose of Iron Workers Local No. 392 Joint Apprenticeship Training Fund shall include apprenticeship training, advanced craft training, advanced training and education, safety education and other educational and informational facilities utilized for the betterment of individual Iron Workers and the common good of the construction industry.

**ARTICLE 38
UNION WORKING ASSESSMENT**

The hourly deduction for all employees shall be 4% of full package: (example based on journeyman package)

- Year 1 = \$32.05 X 4% = \$1.28
- Year 2 = \$33.30 X 4% = \$1.33
- Year 3 = \$34.55 X 4% = \$1.38
- Year 4 = \$35.80 X 4% = \$1.43
- Year 5 = \$37.05 X 4% = \$1.48 - Aug. 1, 2003/July 31, 2004

All monies deducted shall be subject to withholding taxes. Upon receipt of any employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this agreement, which ever occurs sooner, the EMPLOYER shall deduct from the employee's wage, the above stated amounts for a working assessment and the Employer shall remit the amount so deducted monthly to the Union together with a list showing the names of the employees from whose pay deductions were made and the amount deducted. Such written authorization may be revoked on a revocable date by the employee giving written notice by registered mail to the Employer and the Union on a revocable date delivered within 30 days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of the Collective Bargaining Agreement, which ever occurs sooner. The Union shall have the sole responsibility for providing such signed authorization to the the Employer. The Employer shall have no obligation to make such a deduction in the event that such authorization is not provided for all employees working on a particular project.

**ARTICLE 39
FRINGE BENEFITS**

Iron Workers Local No. 392 reserves the right to place wage increases in properly trusted fringe benefits if so desired. Such fringe benefits shall be limited to vacation, health and welfare, pension and annuity funds. Ninety (90) days notice by the Union to the Employer will be required if the diversion will effect the Davis-Bacon Determination.

The cost of any legal action necessary to collect fringe benefit contributions will be added to said contribution.

The Union may require delinquent and new employers to remit fringe contributions on the date they pay the Employees, including the termination of the Employees of the Bargaining Unit.

The Employer's liability for contributions to any fund will at no time exceed that which is specifically agreed to between the parties hereto and incorporated herein. Any dispute concerning the scope of the bargaining unit. Job classifications or types of jobs or persons on behalf of whom the employer is required to make contributions to any fund is to be determined solely by the language of this agreement and is expressly subject to the grievance and arbitration procedure hereunder.

All contributions to the District Council of St. Louis and Vicinity Welfare and Pension and Annuity Funds shall be due and payable on the fifteenth day of the month next following the calendar month in which eligible employees perform work with respect to which contributions are required.

In the event the Employer fails to make prompt and timely payments as required, the Union, following a seventy-two (72) hour written notice by the Fund office or Local 392 to such delinquent Employer, may order cessation of all work covered under this agreement by the Employer until such reports are made and contribution due are paid.

ALL EMPLOYERS NOT PAYING CONTRIBUTIONS WITHIN 15 DAYS FROM THE DATE THEY ARE DUE SHALL PAY, IN ADDITION TO SAID CONTRIBUTIONS, LIQUIDATED DAMAGES IN THE AMOUNT OF 10 PERCENT OF THE DELINQUENT CONTRIBUTIONS AND SAID DAMAGES SHALL BE PAID WITH THE DELINQUENT CONTRIBUTIONS.

**ARTICLE 40
DURATION**

This agreement shall be effective from August 1, 1999 through July 31, 2004 and shall automatically renew from year to year unless either party gives notice in writing to the other party at least 120 days prior to the contract expiration date that it desires to terminate the agreement. Notice to modify the contract agreement with respect to any provisions given by either party shall not terminate the agreement and shall not render the automatic renewal clause inoperative.

**ARTICLE 41
PROMOTION OF AGREEMENT**

In consideration of the services of the employees within the jurisdiction of Iron Workers Local 392, and for the other good and valuable consideration, the undersigned Employer hereby agrees to be bound by and to comply with all the terms and provisions contained in the foregoing collective bargaining agreement and the Employer signatory to this Memorandum further agrees to be bound by all modifications, supplements, extensions and renewals of the foregoing agreement which are hereafter negotiated by and agreed upon by the Employer and the said Union.

**ARTICLE 42
PROMOTE UNION EMPLOYMENT**

In order to combat the spread of non-union Iron Workers within this jurisdiction, a program funded by the employee may be implemented. This program will consist of certain projects that are in jeopardy of being built by non-union forces labeled as targets. Monetary incentives will be paid to that Union Contractor in a pre-

agreed to rate based on estimates furnished to the authorization committee from the Union. A fund will be established and the amount per hour contributed will be determined as necessary to provide funds as may become necessary.

5 YEAR CONTRACT

1st year	\$1.25
2nd year	\$1.25
3rd year	\$1.25
4th year	\$1.25
5th year	\$1.25
1st year	\$0.80 Check \$0.20 Annuity <u>\$0.25</u> Health & Welfare \$1.25 Total
2nd year	\$1.20 <u>\$0.05</u> Apprentice Fund \$1.25 Total
3rd year	\$1.25
4th year	\$1.20 <u>\$0.05</u> Apprentice Fund \$1.25 Total
5th year	\$1.25

CONTRACT ARTICLES ARE SUBJECT TO CHANGE ON JURISDICTIONAL ISSUES ONLY.

(MAPS ??)

**ADDENDUM No 1 - WAGES
WAGES & FRINGE BENEFITS**

AUGUST 1, 1999

Wages	Straight Time	Time & 1/2	Double Time
Journeyman	21.60	32.40	43.20
Foreman	23.10	34.65	46.20
General Forman	24.10	36.15	48.20
Apprentices:			
1st Year - 70%	15.12	22.68	30.24
2nd Year - 80%	17.28	25.92	34.56
3rd Year - 90%	19.44	29.16	38.88

Working Assessment (Deduction)

4% of Total Package to Include:

**Wage Rate + Annuity Rate + Health & Welfare Rate + Pension Rate + Apprentice Rate + IAF,
Total of above = \$32.05 multiple by 4% = \$1.28 multiple by hours paid = Amount Owed**

Fringe Benefits are Based on Hours Paid

	Straight Time	Time & 1/2	Double Time
Annuity Fund	3.10	4.65	6.20
Health & Welfare	2.85	4.28	5.70
Pension Fund	4.05	6.08	8.10
Apprentices: Fund	0.40	0.60	0.80

The Following are Based on Hours Worked

I.A.F. (Mandatory)	0.05	0.05	0.05
PAC Fund (Voluntary 392)	0.05	0.05	0.05

**Employer must supply copy of Illinois Compensation Certificate & Illinois Unemployment Number.
Employer must supply a Bond of \$25,000.00 to guarantee wages & fringe benefits.**

AUGUST 1, 2001

Wages	Straight Time	Time & 1/2	Double Time
Journeyman	22.77	34.16	45.54
Foreman	24.27	36.41	48.54
General Forman	25.27	37.91	50.54
Apprentices:			
1st Year - 70%	15.94	23.91	31.88
2nd Year - 80%	18.22	27.33	36.44
3rd Year - 90%	20.49	30.74	40.98

Working Assessment (Deduction)

4% of Total Package to Include:

**Wage Rate + Annuity Rate + Health & Welfare Rate + Pension Rate + Apprentice Rate + IAF,
Total of above = \$34.55 multiple by 4% = \$1.38 multiple by hours paid = Amount Owed**

Fringe Benefits are Based on Hours Paid

	Straight Time	Time & 1/2	Double Time
Annuity Fund	3.50	5.25	7.00
Health & Welfare	3.48	5.22	6.96
Pension Fund	4.30	6.45	8.60
Apprentices: Fund	0.45	0.68	0.90

The Following are Based on Hours Worked

I.A.F. (Mandatory)	0.05	0.05	0.05
PAC Fund (Voluntary 392)	0.05	0.05	0.05

**Employer must supply copy of Illinois Compensation Certificate & Illinois Unemployment Number.
Employer must supply a Bond of \$25,000.00 to guarantee wages & fringe benefits.**

AUGUST 1, 2002

Wages	Straight Time	Time & 1/2	Double Time
Journeyman	23.65	35.47	47.30
Foreman	25.15	37.72	50.30
General Foreman	26.15	39.22	52.30
Apprentices:			
1st Year - 65%	15.37	23.05	30.74
2nd Year - 80%	18.92	28.38	37.84
3rd Year - 90%	21.28	31.92	42.56

Working Assessment (Deduction)

4% of Total Package to Include:

Wage Rate + Annuity Rate + Health & Welfare Rate + Pension Rate + Apprentice Rate + IAF,

Total of above based on Journeyman rates = \$35.80

multiply by 4% = \$1.43 multiply by hours paid = Amount Deducted

Fringe Benefits are Based on Hours Paid

Fringe	Straight Time	Time & 1/2	Double Time
Annuity Fund	3.50	5.25	7.00
Health & Welfare	3.80	5.70	7.60
Pension Fund	4.30	6.45	8.60
Apprentice: Fund	0.50	0.75	1.00

The Following are Based on Hours Worked

I.A.F. (Mandatory)	0.05	0.05	0.05
PAC Fund (Voluntary 392)	0.10	0.10	0.10

**Employer must supply copy of Illinois Compensation Certificate & Illinois Unemployment Number.
Employer must supply a Bond of \$25,000.00 to guarantee wages & fringe benefits.**

ADDENDUM

AUGUST 1, 2003 / July 31, 2004

Wages	Straight Time	Time & 1/2	Double Time
Journeyman	24.04	36.06	48.08
Foreman	25.54	38.31	51.08
General Forman	26.54	39.81	53.08
Apprentices:			
1st Year - 70%	15.62	23.43	31.24
2nd Year - 80%	16.82	25.23	33.64
3rd Year - 90%	21.63	32.44	43.26

Working Assessment (Deduction)

4% of Total Package to Include:

Wage Rate + Annuity Rate + Health & Welfare Rate + Pension Rate + Apprentice Rate + IAF,
Total of above = \$37.05 multiple by 4% = \$1.48 multiple by hours paid = Amount Owed

Fringe Benefits are Based on Hours Paid

	Straight Time	Time & 1/2	Double Time
Annuity Fund	3.00	4.50	6.00
Health & Welfare	5.16	7.74	10.32
Pension Fund	4.30	6.45	8.60
Apprentices: Fund	0.50	0.75	1.00

The Following are Based on Hours Worked

I.A.F. (Mandatory)	0.05	0.05	0.05
PAC Fund (Voluntary 392)	0.10	0.10	0.10

Employer must supply copy of Illinois Compensation Certificate & Illinois Unemployment Number.
Employer must supply a Bond of \$25,000.00 to guarantee wages & fringe benefits.

Sample Bond

BOND

KNOW ALL MEN BY THESE PRESENTS,

That we,

(Name of Employer)

(Address of Employer)

as Principal and

Insurer

are held and firmly bound unto the International Association of Bridge, Structural, Ornamental And Reinforcing Iron Workers, Machinery Movers and Riggers, Local Union 392 as Obligee, in the sum of Twenty- five Thousand Dollars (\$25,000.00) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into an agreement with the Obligee which agreement in part requires that a Bond in the amount of Twenty-five thousand Dollars (\$25,000.00) be furnished to the Obligee guaranteeing the payment of all wages, fringe benefits and contributions as set forth in said agreement. NOW, THERE- FORE, if the Principal in the said bond shall pay all of the said amounts to said Obligee, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, Sealed, and Dated this day of, 19.....

This Bond shall remain in force for a period of one year and after the date it is signed, but may be extended for successive periods of one year by renewal certificate executed by Surety.

This Bond is given and received under the express condition that if the Surety shall so elect, this bond may be terminated by giving thirty (30) day notice in writing in advance of the date of cancellation to the Principal named herein and the Bridge, Structural, Ornamental And Reinforcing Iron Workers Local Union 392.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Employer

Insurer

Contractor
IRON WORKERS LOCAL 392

William K. Leonard, President

Daniel J. Bauer, F.S.IT - Bus. Manager

Date

MEMORANDUM OF UNDERSTANDING

When the Employer requests referral of Employees the Union shall make a sincere and diligent effort to dispatch said Employees to the place of employment in sufficient time to enable the Employees to arrive at the place of employment at the specified starting time. If however, this Employee does not proceed to the place of work without undue delay then the Employee shall be paid for the actual time worked, provided however that it is mutually agreed between the Employer and the Union that the Employee did use excessive time in arriving at the job site.

The Union further agrees that there shall be a notice posted in a prominent place in the Union Hall concerning arrival at the job site, informing the Employees of their obligation to the Employer when they are referred for equipment.

It is further agreed that officers of the Local Union shall inform the membership of the above policy at the next several Union meetings of the general membership.

August 16, 1972

The undersigned agrees that, as a condition of this Agreement, a bond in the amount of \$25,000.00 will be posted with Local 392 to guarantee payment of wages and fringe benefits due under the terms of this agreement.

August 1, 1999

EMPLOYER

DATE
**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL & REINFORCING
IRON WORKERS LOCAL UNION No. 392**

BUSINESS REPRESENTATIVE

DATE

**AMENDMENTS TO
AUGUST 1, 1999 - JULY 31, 2004 LABOR AGREEMENT**

Effective August 1, 2002, the Articles of Agreement for the term August 1, 1999 - July 31, 2004 are amended as to Article 21 (Apprentices) as follows:

Section 1. The final sentence in the first paragraph of Article 21, Section 1 is deleted and substituted therefore is the following. "Apprentices participating in the three-year Apprentice Program prior to August 1, 2002 are grandfathered as to their wage scale, and their wage scale shall be 70% First year, 80% Second year, 90% Third year. The Apprentice wage scale for Apprentices beginning their participation in the Apprentice Program after July 31, 2002 shall be 65% First year, 70% Second year, 80% Third year, 90% Fourth year."

Section 2. The first sentence in the second paragraph of Article 21, Section 2 is deleted and substituted therefore in the following: "An Apprentice will become a Journeyman Iron Worker, April 15th in the final year of his apprenticeship."

Employer Date

By (name)(title)

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL & REINFORCING
IRON WORKERS LOCAL UNION No. 392**