

8699

AGREEMENT 3,300 ee

between the

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS
LOCAL UNION NO. 25**

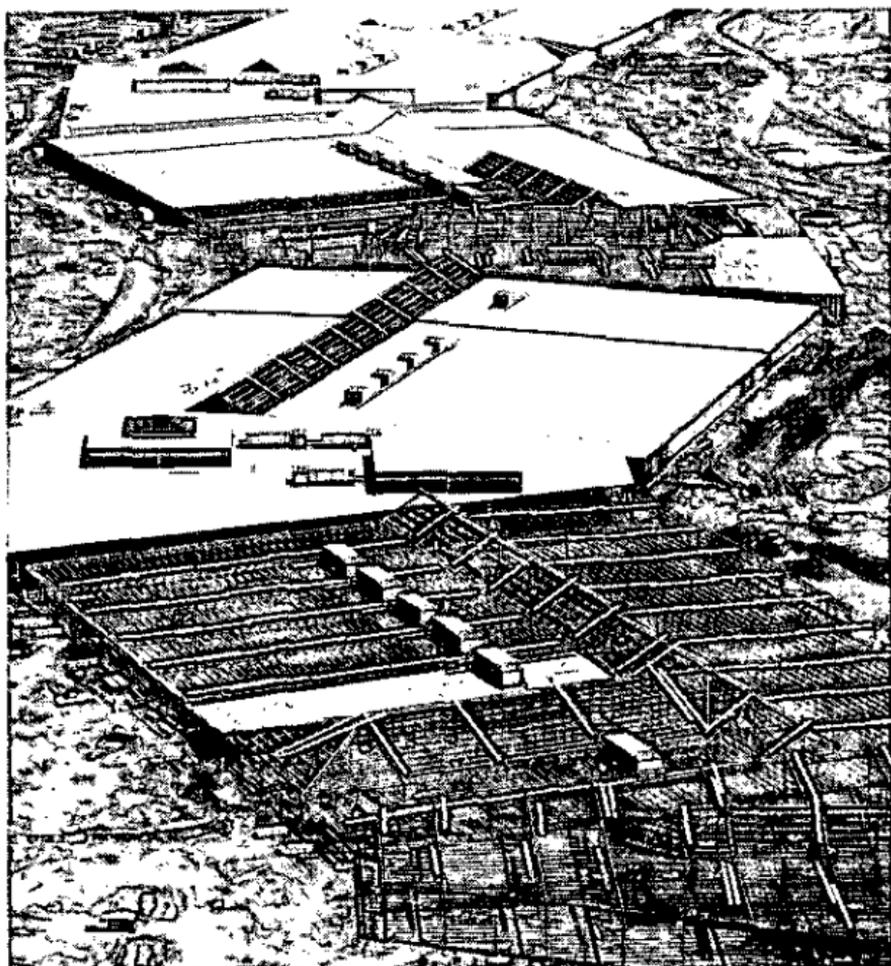


and the

**GREAT LAKES METAL BUILDING
ERECTORS ASSOCIATION**

April 1, 2001 - March 31, 2006

PRE-ENGINEERED METAL BUILDINGS



33 pages

AGREEMENT

between the

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING IRON
WORKERS LOCAL UNION NO. 25

and the

GREAT LAKES METAL BUILDING
ERECTORS ASSOCIATION

TABLE OF CONTENTS

ARTICLE I:	PREAMBLE	1
ARTICLE II:	RECOGNITION	1
ARTICLE III:	CRAFT JURISDICTION	1
ARTICLE IV:	UNION SECURITY	2
ARTICLE V:	TERRITORIAL JURISDICTION	2
ARTICLE VI:	HOURS OF WORK AND OVERTIME	3
ARTICLE VII:	SHIFT WORK	3
ARTICLE VIII:	ALTERNATING FOUR-DAY WORK WEEK	4
ARTICLE IX:	WAGES AND OTHER REQUIRED CONTRIBUTIONS	5
ARTICLE X:	MAP	9
ARTICLE XI:	HOLIDAYS	10
ARTICLE XII:	PAY DAY	10
ARTICLE XIII:	WORKING CONDITIONS	11
ARTICLE XIV:	APPRENTICES	13
ARTICLE XV:	SECURITY DEPOSIT	13
ARTICLE XVI:	FRINGE BENEFIT FUNDS	16
ARTICLE XVII:	INDUSTRY PROMOTION FUND	20
ARTICLE XVIII:	APPRENTICESHIP FUND	20
ARTICLE XIX:	PIECEWORK	21
ARTICLE XX:	NON-DISCRIMINATION	21
ARTICLE XXI:	SAFETY PROVISIONS	21
ARTICLE XXII:	TOOLS	21
ARTICLE XXIII:	DRINKING WATER, CLOTHES ROOM	22
ARTICLE XXIV:	JOB STEWARD	22
ARTICLE XXV:	JURISDICTION AND SUBCONTRACTING	23
ARTICLE XXVI:	JOINT GRIEVANCE BOARD	23
ARTICLE XXVII:	STRIKES AND LOCKOUTS	24
ARTICLE XXVIII:	SCOPE OF AGREEMENT	24
ARTICLE XXIX:	SAVINGS CLAUSE	25
ARTICLE XXX:	EQUAL TREATMENT CLAUSE	25
ARTICLE XXXI:	RENEWAL CLAUSE	26

AGREEMENT

THIS AGREEMENT is between the Great Lakes Metal Building Erectors Association, hereinafter called the "Employer", and Local Union No. 25 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (affiliated with the AFL-CIO) hereinafter called the "Union."

1. The Great Lakes Metal Building Erectors Association (GLMBEA) and all other Employers signatory to this Agreement recognize Local No. 25 as the exclusive bargaining agent and representative of all their employees performing work covered by this Agreement.
2. The GLMBEA is acting only as an agent in the negotiation of this Agreement, and it is agent only for those individuals, partnerships, and corporations who have authorized it so to act. In no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any employees of such Employers. It is further agreed that the liabilities of this Agreement shall be several and not joint.
3. No liability shall arise on the part of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (International) or the Iron Workers District Council of Michigan-Great Lakes & Vicinity (District Council) for any unauthorized act by any affiliated local union or official thereof.

ARTICLE I

PREAMBLE

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and to prevent waste, unnecessary and avoidable delays and expense, and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon; also, that *stable conditions may prevail in the building industry* and building costs may be as low as possible, consistent with fair wages and conditions, and further the establishment of the necessary procedures by which these ends may be accomplished.

ARTICLE II

RECOGNITION

It is agreed between the Union and the Employer that this Agreement is applicable to all facets involving the erection of a pre-engineered building and shall be performed in accordance with the terms of this Agreement.

ARTICLE III

CRAFT JURISDICTION

1. The jurisdiction of work covered by this Agreement is canopies and pre-fab buildings erected at gas stations, and the erection of a pre-engineered building system package, regularly produced by a recognized metal building manufacturer, including its accessories and related components and including retrofit construction on existing buildings, pre-engineered as well as other construction types, using roofing and siding systems and their related components and accessories.

2. Any Employer performing work under this Agreement agrees to assign all work as mentioned to members of Local No. 25.
3. The Union agrees to furnish competent workmen to perform the work established within its jurisdiction.
4. The jurisdiction of work covered by this Agreement as set forth in this Article is not subject to any trade agreements, nor bound by decisions rendered by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry nor any of its successor agency(ies).

ARTICLE IV

UNION SECURITY

1. All employees who are members of the International Union, Local No. 25 on the effective date of this Agreement shall be required to remain members of Local No. 25 in good standing as a condition of employment during the term of this Agreement. All employees may be required to become and remain members of the Union in good standing as a condition of employment after the seventh day following the date of their employment, or the effective date of this Agreement, whichever is later.
2. Checkoff: During the life of this Agreement, the Employer agrees to deduct union dues, supplementary dues, initiation fees, and reinstatement fees from the pay of each employee as outlined in Article IX upon the employee executing a voluntary dues check-off authorization card. The Union shall indemnify and hold harmless the Employer against any and all liabilities that may arise by reason of the Employer complying with the terms of this Section of the Agreement.

ARTICLE V

TERRITORIAL JURISDICTION

The lower-peninsula of the State of Michigan excluding Lenawee and Monroe counties¹ is the territorial jurisdiction for this Agreement consisting of sixty-six (66) counties divided into three (3) zones as follows:

ZONE 1- Wayne, Oakland, Macomb, Genesee and Washtenaw east of US23, Bay, Midland, Saginaw, and the University of Michigan;

ZONE 2 - St. Clair, Lapeer and Livingston east of Burkhardt Road;

ZONE 3 - Livingston west of Burkhardt Road, Ingham, Washtenaw west of US23 excluding the University of Michigan, Jackson, Shiawassee, Clinton, Gratiot, Arenac, Emmet, Charlevoix, Antrim, Leeland, Benzie, Grand Traverse, Kalkaska, Manistee, Wexford, Missaukee, Mason, Lake, Osceola, Oceana, Newaygo, Mecosta, Muskegon, Montcalm, Ottawa, Kent, Ionia, Allegan, Barry, Eaton, Van Buren, Kalamazoo, Calhoun, Barrien, Cass, St. Joseph, Branch, Hillsdale, Otsego, Montmorency, Alpena, Crawford, Oscoda, Alcona, Roscommon, Ogemaw, Iosco, Clare, Gladwin, Isabella, Tuscola, Huron, Sanilac, Cheboygan, and Presque Isle. See map in Article X.

Zone 1 wages are to be paid on all targeted jobs.

¹Monroe and Lenawee counties are included in this Agreement with the understanding that the contractors signatory to this Agreement will be allowed to bring in the first twelve (12) men to work in these two counties under the wage rates, terms and conditions as set forth in Iron Workers' Local No. 55 Collective Bargaining Agreement. Excluded from this provision are the Detroit Edison Co-generating Plant and the Enrico-Fermi Plant.

A contractor signatory to this Agreement prior to performing work in Monroe and/or Lenawee county will have to give notification to the Local Union Representative of Local No. 55 and the Local Union Representative of Local No. 25.

ARTICLE VI

HOURS OF WORK AND OVERTIME

1. When an Employer schedules a work week of four (4) days at ten (10) hours per day, Friday may be used as a make-up day at the Employer's discretion. All hours worked on such make-up day which are over forty (40) hours during that work week will be paid at time and one-half (1-1/2) the regular rate. Hours worked in excess of ten (10) on such make-up day will be paid at time and one-half (1-1/2). Saturday work shall be paid at time and one-half (1-1/2). Any hours in excess of 10 (ten) hours per day or 40 (forty) hours per week shall be paid at the rate of time and one-half (1-1/2).
2. The Employer and the employees on the job shall determine the starting time and the hours worked, provided that starting time shall not be before 6:00 a.m. and a thirty (30) minute unpaid lunch period will be scheduled at the midpoint of each shift. Upon a starting time being established, the starting time can only be changed by consent of all the men on the job, with notification to the Local Union.
3. All work performed on Sundays and/or recognized holidays shall be paid at double the straight time rate of wages. Holidays are those listed in Article XI.
4. When employees are ordered on the job and are not put to work, they shall be paid two (2) hours at the regular rate. The employee must remain on the job site ready for work if required by the Employer.
5. When an Employer schedules a work week of five (5) days at eight (8) hours per day, Saturday may be used as a make-up day. Hours worked over eight (8) hours per day shall be paid at time and one-half (1-1/2).
6. Make-up days shall be scheduled for no less than eight (8) hours, weather permitting.

ARTICLE VII

SHIFT WORK

1. When shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7-1/2) hours and receive eight (8) times the regular straight time hourly rate plus twenty-five cents (\$.25). The third shift shall work seven (7) hours and receive eight (8) times the regular straight time hourly rate plus fifty cents (\$.50). A thirty (30) minute unpaid lunch period shall be scheduled at the mid-point of each shift.
2. All shifts worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the rate of time and one-half (1-1/2). All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1-1/2). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double time.
3. Any additional men required to work on any shift will receive the same rate of pay as the men already at work on that shift providing they have not worked for the Employer within a twenty-four (24) hour period.
4. No employee will be required to work more than eight (8) hours for straight time on any shift for the Employer during a twenty-four (24)

hour period from 8 a.m. to 8 a.m. When Employees are required to work more than sixteen (16) hours in any one day, including lunch hours, they shall not be required to go on straight time without getting eight (8) hours off the job. When Employees are required to carry on into the next work day while working on another shift they shall be paid for at premium time, as defined in this Article.

5. By mutual consent of the Company and the Union, the starting time and quitting time of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

ARTICLE VIII ALTERNATING FOUR-DAY WORK WEEK

When required, the Contractor may establish an alternating eight (8) day work week consisting of two (2) alternating work forces each working four (4) ten (10) hour days. The work week shall consist of four (4) consecutive ten (10) hour work days at the regular established hourly rate. All work performed beyond ten (10) hours on the four (4) day work week will be paid for at one and one-half (1-1/2) times the regularly established hourly rate. Each employee shall receive four (4) consecutive days off. When an employee works any of these four (4) days, he shall receive one and one-half (1-1/2) times the regularly established hourly rate for work performed on the fifth day and double the regularly established hourly rate for work performed on the sixth, seventh and eighth days. If the Contractor exercises this option, it is agreed that the minimum duration of this schedule will be twelve (12) consecutive days. Within the concept of the alternating four-day work week a second shift may be established. Employees working on such shifts shall be paid fifty cents (\$.50) per hour shift premium, along with all the other provisions as stated in this Section.

ARTICLE IX

1. WAGES AND OTHER REQUIRED CONTRIBUTIONS

Zone 1 wages are to be paid on all targeted jobs.

Effective first full pay period on or after 4-1-01:

	Journeyman Zone #1 & Zone #2	Journeyman Zone #3
Base Wage*	\$19.50	\$18.28
Vacation*	3.56	3.56
Health & Welfare	4.63	4.63
Pension	4.23	3.23
I.A.P.	<u>.32</u>	<u>.32</u>
TOTAL	\$32.24	\$30.02
Industry Fund** .....	.14	.14
Apprenticeship .....	.14	.14
N.I.E.A.T.J.U.F. ....	.02	.02
III Fund .....	.02	.02
MOST Fund .....	.14	.14

APPRENTICE RATES FOR ALL ZONES

Effective first full pay period on or after 4-1-01:

	Probationary Apprentice	1st Level	2nd Level	3rd Level	4th Level	5th Level	6th Level
Base Wage*	\$ 9.76	\$11.09	\$12.64	\$14.18	\$15.71	\$17.24	\$18.79
Vacation*	2.01	2.01	2.01	2.01	2.01	2.01	2.01
Health & Welfare†	4.63	4.63	4.63	4.63	4.63	4.63	4.63
Pension	1.73	1.73	1.73	1.73	1.73	1.73	1.73
I.A.P.	<u>.32</u>	<u>.32</u>	<u>.32</u>	<u>.32</u>	<u>.32</u>	<u>.32</u>	<u>.32</u>
TOTAL	\$18.45	\$19.78	\$21.33	\$22.87	\$24.40	\$25.93	\$27.48
Industry Fund** ..	.14	.14	.14	.14	.14	.14	.14
Apprenticeship ...	.14	.14	.14	.14	.14	.14	.14
N.I.E.A.T.J.U.F. ..	.02	.02	.02	.02	.02	.02	.02
III Fund .....	.02	.02	.02	.02	.02	.02	.02
MOST Fund .....	.14	.14	.14	.14	.14	.14	.14

*TAXABLE

†The Health & Welfare contribution for a probationary apprentice shall be paid following thirty (30) days of accumulated employment by any combination of signatory contractors.

**Where the Employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, a like contribution of fourteen cents (\$.14) per hour shall be made to the jointly administered Manpower Optimization Stabilization and Training (MOST) Fund.

(b) Effective first full pay period on or after 4-1-02:

	Journeyman Zone #1 & Zone #2	Journeyman Zone #3
Base Wage*	\$20.00	\$18.78
Vacation*	4.00	4.00
Health & Welfare	5.13	5.13
Pension	4.26	3.26
I.A.P.	<u>.35</u>	<u>.35</u>
TOTAL	\$33.74	\$31.52
Industry Fund**	.14	.14
Apprenticeship	.14	.14
N.I.E.A.T.J.U.F.	.02	.02
III Fund	.02	.02
MOST Fund	.14	.14

APPRENTICE RATES FOR ALL ZONES

Effective first full pay period on or after 4-1-02:

	Probationary Apprentice	1st Level	2nd Level	3rd Level	4th Level	5th Level	6th Level
Base Wage*	\$ 9.91	\$11.39	\$13.02	\$14.63	\$16.24	\$17.84	\$19.47
Vacation*	2.06	2.06	2.06	2.06	2.06	2.06	2.06
Health & Welfare†	5.13	5.13	5.13	5.13	5.13	5.13	5.13
Pension	1.78	1.78	1.78	1.78	1.78	1.78	1.78
I.A.P.	<u>.32</u>	<u>.32</u>	<u>.32</u>	<u>.32</u>	<u>.32</u>	<u>.32</u>	<u>.32</u>
TOTAL	\$19.20	\$20.68	\$22.31	\$23.92	\$25.53	\$27.13	\$28.76
Industry Fund**	.14	.14	.14	.14	.14	.14	.14
Apprenticeship	.14	.14	.14	.14	.14	.14	.14
N.I.E.A.T.J.U.F.	.02	.02	.02	.02	.02	.02	.02
III Fund	.02	.02	.02	.02	.02	.02	.02
MOST Fund	.14	.14	.14	.14	.14	.14	.14

*TAXABLE

†The Health & Welfare contribution for a probationary apprentice shall be paid following thirty (30) days of accumulated employment by any combination of signatory contractors.

**Where the Employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, a like contribution of fourteen cents (\$.14) per hour shall be made to the jointly administered Manpower Optimization Stabilization and Training (MOST) Fund.

2. WAGES FOR JOBS ON PRE-ENGINEERED BUILDINGS WHEN THE FOLLOWING CONDITIONS APPLY

Projects where it is required that the Employer be signatory to General Presidents' Agreements, Maintenance Agreements, NEA Agreements, NCEFR Agreements, Project Agreements and similar agreements with the International Union shall be as indicated below except that on such projects the decking and siding rates in the current Local No. 25 Structural Agreement will apply where applicable.

(a) Wages for work performed in the counties to the right of the dividing line as outlined by the map in Article X.

Effective first full pay period on or after 6-1-01:

	APPRENTICE RATES							
	Journey- man	Probationary Apprentice	1st 6 mos.	2nd 6 mos.	3rd 6 mos.	4th 6 mos.	5th 6 mos.	6th 6 mos.
Base Wage*	\$29.43	\$11.60	\$16.61	\$18.72	\$20.83	\$22.94	\$25.05	\$27.16
Vacation*	3.56	2.01	2.01	2.01	2.01	2.01	2.01	2.01
Health & Welfare†	4.63	4.63	4.63	4.63	4.63	4.63	4.63	4.63
Pension	4.23	1.73	1.73	1.73	1.73	1.73	1.73	1.73
I.A.P. . . . .	.32	.32	.32	.32	.32	.32	.32	.32
TOTAL	\$42.17	\$20.29	\$25.30	\$27.41	\$29.52	\$31.63	\$33.74	\$35.85
Industry Fund** . . . . .	.14	.14	.14	.14	.14	.14	.14	.14
Apprenticeship . . . . .	.14	.14	.14	.14	.14	.14	.14	.14
N.I.E.A.T.I.U.F. . . . .	.02	.02	.02	.02	.02	.02	.02	.02
III Fund . . . . .	.02	.02	.02	.02	.02	.02	.02	.02
MOST Fund . . . . .	.14	.14	.14	.14	.14	.14	.14	.14

***TAXABLE**

†The Health & Welfare contributions for a probationary apprentice shall be paid following thirty (30) days of accumulated employment by any combination of signatory employers.

**Where the Employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, a like contribution of fourteen cents (\$.14) per hour shall be made to the jointly administered Manpower Optimization Stabilization and Training (MOST) Fund.

Effective for the first full pay periods on or after 6-1-02, 6-1-03, 6-1-04 and 6-1-05, rates will be adjusted to conform with adjustments in the Local No. 25 Structural Agreement.

- (b) Wages for work performed in the counties to the left of the dividing line as outlined by the map in Article X effective for the first full pay period on or after 6-1-01 are set forth below. Effective for the first full pay periods on or after 6-1-02, 6-1-03, 6-1-04 and 6-1-05, rates will be adjusted to conform with adjustments in the Local No. 340 Structural Agreement.

Effective first full pay period on or after 6-1-01:

	APPRENTICE RATES							
	Journey- man	Probationary Apprentice	1st 6 mos.	2nd 6 mos.	3rd 6 mos.	4th 6 mos.	5th 6 mos.	6th 6 mos.
Base Wage*	\$17.67	\$ 8.74	\$ 9.91	\$11.33	\$12.88	\$14.28	\$14.69	\$17.08
Vacation*	3.56	2.01	2.01	2.01	2.01	2.01	2.01	2.01
Health & Welfare†	4.63	4.63	4.63	4.63	4.63	4.63	4.63	4.63
Pension	4.23	1.73	1.73	1.73	1.73	1.73	1.73	1.73
I.A.P. . . . .	.32	.32	.32	.32	.32	.32	.32	.32
TOTAL	\$30.41	\$17.43	\$18.60	\$20.02	\$21.57	\$22.97	\$23.38	\$25.77
Industry Fund**	.14	.14	.14	.14	.14	.14	.14	.14
Apprenticeship . . .	.14	.14	.14	.14	.14	.14	.14	.14
N.I.E.A.T.J.U.F. . . .	.02	.02	.02	.02	.02	.02	.02	.02
iii Fund . . . . .	.02	.02	.02	.02	.02	.02	.02	.02
MOST Fund . . . . .	.14	.14	.14	.14	.14	.14	.14	.14

*TAXABLE

†The Health & Welfare contributions for a probationary apprentice shall be paid following thirty (30) days of accumulated employment by any combination of signatory employers.

**Where the Employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, a like contribution of fourteen cents (\$.14) per hour shall be made to the jointly administered Manpower Optimization Stabilization and Training (MOST) Fund.

3. ADJUSTMENTS IN WAGE AND FRINGE BENEFITS RATES

- (a) Effective the first full pay period on or after April 1, 2003 all three (3) ZONES will have a total package increase of \$1.50.
- (b) There will be wage re-openers March 31, 2004 and March 31, 2005 of this Agreement with the Union having the right to withhold services upon reaching an impasse with GLMBEA effective April 1, 2004 and/or April 1, 2005.

4. FOREMAN AND GENERAL FOREMAN

- (a) The foreman shall be selected by and be the representative of the Employer. He shall be a working foreman and shall be paid not less than one dollar (\$1.00) per hour more than the journeyman wage scale.
- (b) When two (2) or more foreman are employed supervising crews of men, one (1) shall act as a lead foreman and receive wages which shall be at least two dollars (\$2.00) per hour more than the journeyman wage scale.
- (c) When there are three (3) or more foreman, the general foreman shall receive at least three dollars (\$3.00) per hour more than the journeyman wage scale.

ARTICLE XI

HOLIDAYS

The recognized holidays are:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

No work will be performed on Labor Day except to save life or property. In the event a holiday falls on a Sunday, the following Monday shall be observed as such holiday. Monday holidays shall be honored in keeping with federal law. There shall be no paid holidays.

ARTICLE XII

PAY DAY

1. The regular payday shall be once a week and wages shall be paid before quitting time in cash or legal tender. No more than four (4) regular working days wages shall be held back. With each payment of wages, there shall be a statement from the Employer indicating the date, name of employee, gross earnings, amount and purpose of each deduction, and the net earnings of the employee. The Employer's name and address shall appear on all check stubs or pay slips.
2. On the regular established payday when the job is worked, and the employees do not receive their wages prior to their regular quitting time, and/or in the event the job is shut down for any reason after two (2) hours working time has elapsed, employees shall then receive an additional two (2) hours straight time pay for such delay.
3. In the event that the bank upon which the Employer draws his payroll check refuses to honor the payroll check, regardless of where the payroll check was originally cashed, the Employer must, within twenty-four (24) hours thereafter, issue the employee in question, payment in cash, money order, or certified check in the gross amount of said dishonored payroll check, plus twenty percent (20%) of the gross amount.
4. In the event a payroll check is not honored at the bank due to insufficient funds, the Employer will thereafter pay in cash or certified check, if requested to do so by the Union. Under this paragraph, certified checks or cash must be accompanied by a statement showing all deductions made and amounts to be paid to each of the Fringe Benefit Funds.
5. When an employee is laid off or discharged, he 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, he shall be paid for the time required to go to such place. When an employee quits of his own accord, he shall wait until the regular pay day for the wages due. The Employer will furnish the employee with a slip stating the reason for termination.
6. In the event the Employer does not have its principal place of business in the State of Michigan, the Employer shall be required, if requested by the Business Representative of Local No. 25, to maintain a payroll and fringe benefit account at a commercial bank located

within the county in which the job site is located. Such account shall be used to pay all monetary obligations arising under this Agreement.

7. Employees' checks may be mailed to each employee's house provided the employee agrees and puts it in writing.
8. Any member failing to receive their wages on the regular pay day due to the fault of the Employer shall be paid for waiting time not to exceed four (4) hours at the regular rate for each day payment is late until payment is received.

ARTICLE XIII

WORKING CONDITIONS

1. The Employer will furnish the Union, at its offices, with a current Certificate of Insurance indicating the Employer's Workers' Compensation coverage. Such certificate shall contain a ten (10) day cancellation notification clause. The Employer shall also furnish the Union, at its offices, with the Employer's Michigan Employment Security Commission Identification Number.
2. The Employer will maintain all equipment in a safe working condition. The Employer agrees to make all reasonable provisions for the health and safety of its employees at all times during the hours of employment, and all employees shall use safety equipment provided by the Employer.
3. No employee shall be obliged by the terms of this Agreement to use any equipment or vehicle not in safe operating condition and not equipped with all safety appliances required by law.
4. No employee shall be required to work with, nor shall any employee be discriminated against for refusing to work with, equipment that is unsafe, or under conditions that are determined unsafe. The provisions of the Michigan Occupational Safety and Health Act (1975) and the continuing safety standards of the Construction Safety Standards Commission will be complied with by the parties to this Agreement.
5. The Employer will reimburse his employees for loss by fire of clothing and tools when stored at a place designated by the Employer. The amount of such reimbursement shall be subject to adjustment between the Employer and the Union. On all jobs that require an employee to furnish personal hand tools, the Employer agrees to provide a safe place for employees to lock up such personal hand tools and further agrees to provide insurance for same in case of fire or burglary. Insurance coverage shall apply to losses in excess of twenty-five dollars (\$25.00) but not more than three hundred dollars (\$300.00). Proof of loss must include a police report by the employee. Insurance coverage will apply only when an employee has filed an inventory of his tools prior to loss.
6. There shall be no restrictions as to the use of machinery and tools during established working hours.
7. There shall be no restrictions as to the use of any raw or manufactured material.
8. No person shall have the right to interfere with workers during working hours.

9. No piece work, bonus or contract work shall be performed by employees covered by this Agreement, and all work shall be paid on an hourly basis.
10. The desirability of giving employment to workers fifty-five (55) years of age or older is recognized by the parties to this Agreement.
11. Wash up time shall be allowed where abnormally dirty conditions exist. This condition shall not be abused.
12. There shall be no limitation on the amount of work to be performed by any employee during working hours.
13. The Authorized Representative of the Union shall be permitted on all jobs, but will in no way interfere with the employees during working hours unless permission is granted by the Employer.
14. The employee shall be allowed to have nonalcoholic beverages at his work station, once in the first half of his shift and once in the second half. This shall not be abused.
15. Crew sizes shall be determined by the Employer. It is understood, however, that enough iron workers shall be employed on any job at all times to insure that the job operates in a safe and efficient manner.
16. The handling and operations of all acetylene, gas, electric or other types of machinery used for cutting or welding in connection with work covered by this Agreement shall be performed by employees covered by this Agreement.
17. When welding tests are required as a condition of employment, said tests shall be given on company time and paid for at the prevailing rate.
18. The Employer shall furnish the welder with a copy of the certification papers if he remains on the job to its completion or for thirty (30) days, whichever occurs first.
19. The Employer shall be required to furnish all safety devices in regard to burning and welding, and employees shall be compelled to use them. The Employer shall provide sufficient men to erect safe and sufficient scaffolds.
20. No welder shall be required to work alone where a hazardous condition exists.
21. There will be no restriction on the employment of foremen. The Employer may employ on one piece of work as many foremen as in his judgment are necessary for the safe, expeditious and economical handling of same.
22. The Union is not responsible for safety. The Union's efforts to assure safe working conditions are pursuant to Michigan Compiled Laws Annotated 418.827(8).
23. It is the responsibility of the contractor to report the start of all his/her jobs to the Representative of Local No. 25, telephone number (248) 344-9494.
24. It is the responsibility of the contractor to fill out the standard form that will be supplied by the Union and mail same to Local No. 25 within five (5) days after having personnel on the job site (sample form on page 28).

25. Agree in principle to the request of the Employer which is to implement a drug testing program. Details to be worked out between both parties at a later date and provided to each signatory contractor to this Agreement. The Employee shall indemnify and hold harmless Local Union No. 25 against any and all liabilities that may arise by reason of the Union complying with the terms of this Section.

ARTICLE XIV

APPRENTICES

1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of highly skilled metal building iron workers in the construction industry, the Employer may employ registered pre-engineered apprentices as part of the work force on all projects covered under this Agreement.
2. Apprentices who are employed under this Agreement shall conform with the Standards of Apprenticeship established by the Local No. 25 Joint Apprenticeship Committee (JAC) until such time as Local No. 25 Apprenticeship Standards have been approved by the B.A.T. Wage rates for pre-engineered apprentices and probationary apprentices are set forth in Article IX. The Employers will pay apprentices overtime according to the J.A.T.C. standards. The Health & Welfare fringe benefit contribution shall be paid on probationary apprentices following 30 days of accumulated employment by any combination of signatory contractors. Advancements and increases shall go in effect upon the apprentice satisfying all the requirements as established by the JAC.
3. The Employer has the right to employ 33-1/3% of its work force with pre-engineered apprentices. In the event the Employer is unable to secure, both on his own and through the Union, sufficient pre-engineered metal building apprentices, probationary apprentices may be used to achieve the 33-1/3% ratio.
4. Under no circumstances may a signatory Employer exceed 33-1/3% of his work force with other than journeyman employees except as stated in Letter of Understanding, Addendum No. 1.
5. As a condition of employment prior to a probationary apprentice being placed on a job site, he/she has to sign a form agreeing to make application for pre-engineered apprenticeship upon the next available opening, and abide by the standards of the JAC.
6. A pre-engineered apprentice and probationary apprentice are incorporated in the standards of the JAC as follows:
 - (a) A pre-engineered apprentice is one who has been indentured into the program.
 - (b) A probationary apprentice is one who has to be sponsored by a signatory contractor to enter into the program.

ARTICLE XV

SECURITY DEPOSIT

1. All Employers signatory to this Agreement shall deposit in a guarantee account, as hereinafter provided, a cash security deposit to guarantee the payments required to be made to the Health & Welfare Fund, Pension Fund, Individual Account Retirement Fund, Apprenticeship

Funds, Vacation Pay Fund, Industry Promotion Fund, III Fund, and the MOST Fund, hereinafter referred to as the "Joint Funds." The amount of the cash security deposit for each Employer shall be Five Thousand Dollars (\$5,000.00). In the event the Employer is thirty-one (31) days or more delinquent in payment to the Joint Funds, the Employer shall be obligated if requested, to increase the cash security deposit to Seven Thousand Dollars (\$7,000.00).

The security deposit account shall be the "Iron Workers Guarantee Account", which is jointly administered by six (6) representatives - three (3) persons elected by Local No. 25, and three (3) persons appointed by the Great Lakes Fabricators and Erectors Association.

2. An Employer required to post a security deposit may elect, in lieu thereof, to pay its fringe benefits on a weekly basis. In such event, submission of the weekly contribution form and remittance of payment shall be made together not later than three (3) working days following the end of the Employer's weekly pay period. The exact day for submission of such weekly contribution will be established and recorded by the representatives of the Iron Workers Guarantee Account, hereinafter referred to as the Joint Board, for each Employer paying its fringe benefits on a weekly basis. In the event that fringe benefit payments of an Employer paying on a weekly basis are not received on the due date, the Union shall have the right to strike upon receipt of approval from the Employer designated Trustee and twenty-four (24) hours notice to the Employer. Such strike action taken by the Local No. 25 Union shall not be a violation of this Agreement and shall be expressly excepted from the provision and requirements of the grievance procedure provided for in this Agreement. It is expressly understood that this provision is not meant to substitute or reduce any other authority conferred upon the Joint Grievance Board under this Agreement.
3. The Joint Board representatives shall be authorized immediately to apply against the sum deposited any delinquency which the Employer permits to occur in payments as set forth above or any cost of collection charges imposed.
4. Should it be necessary for the Joint Board to levy upon the security deposit of any Employer to secure performance of obligations imposed herein, that Employer shall be required to deposit additional sums of money within seventy-two (72) hours so that the Employer's deposit shall be restored to the amount required as set forth in this Agreement.
5. The Joint Grievance Board shall be empowered to hear claims against the above bond.
6. The Union agrees to recognize the Associated General Contractors of America, Detroit Chapter, Inc., the Great Lakes Fabricators and Erectors Association, and the Michigan Conveyor Manufacturers Association, Inc. (hereinafter referred to as Guarantor), as surety for each of its members for the payments to the joint funds. In no event shall the liability of the Association for any of its members exceed in the aggregate the sum of Five Thousand Dollars (\$5,000.00); except on thirty-one (31) days delinquency in which case the liability shall be Seven Thousand Dollars (\$7,000.00).
7. A guarantor may cancel its surety obligation in its entirety or for any individual member company by providing ten (10) days written

notice to the Union and the Joint Funds that it will no longer be surety, and thereafter, shall not be liable for accruing defaults.

8. Each Employer member of the guarantor, by becoming a party to this Agreement, authorizes and empowers its Association to act on his/its behalf and, until notice in writing to the contrary to the Union and to its Association is received, it shall be prima facie evidence that its Association is acting as surety hereunder for said contractor.
9. In the event an Employer who is bound by the terms of this Agreement shall fail to make any payments to, or violate any of the lawful rules and regulations or trust agreements of the Fringe Benefits Funds, the Administrator of the Joint Funds shall immediately cause a certified letter to be mailed to such Employer advising that unless all delinquencies, including all costs of collection charges and/or attorney fees hereinafter provided, are remedied within twenty-four (24) hours, the union shall be entitled to strike the Employer and the strike may continue until the Employer has satisfied all the following conditions listed below. The representative of Local No. 25 is the only person empowered to take strike action against a signatory Employer of the GLMBEA Agreement on delinquents accrued.
 - (a) Complied with all obligations of this Agreement, including payments of all contributions to the Fringe Benefit Funds;
 - (b) Paid all cost of collection charges and/or attorney fees required in accordance with the foregoing schedule;
 - (c) Posted the Seven Thousand Dollar (\$7,000.00) cash bond with the "Iron Workers Guaranty Account" as described above;
 - (d) Complied with all other conditions, requirements, rules and regulations promulgated by the Trustees of the Fringe Benefit Funds; and
 - (e) Agreed to make contributions to the Fringe Benefit Funds on a weekly basis.
10. Notwithstanding anything herein contained to the contrary, it is agreed that in the event any Employer shall be delinquent at the end of any period, in the payment of any of his obligations under this Agreement, after the proper official of the Joint Funds shall have given twentyfour (24) hours notice to the Employer of such delinquency, the Trustees of the Fringe Benefit Funds or the representatives of the Joint Board or the Union, depending upon the type of delinquent obligation of the Employer, shall have the right to take such action as they determine necessary until such delinquent payments are made; and, it is further agreed that in the event that such action is taken, the Employer shall be responsible to all the affected employees for any further losses resulting therefrom. Where the Union engages in a strike for the collection of the above delinquent payments, the strike action shall be expressly excepted from the provision and requirements of the grievance procedure provided for in this Agreement. It is expressly understood that this provision is not meant to substitute or reduce any other authority conferred upon the Joint Grievance Board under this Agreement.
11. The Trustees of the respective Fringe Benefit Funds shall have the further right to take such legal action against any delinquent Employer as in their discretion may be advisable or necessary to make collection for any of the Fringe Benefit Funds entitled to monies from an

Employer under this Agreement. At the discretion of the Trustees of the Fringe Benefit Funds, or the administrator of same, any Employee covered by this Agreement may be ordered to produce a certified copy of his payroll records in order to show compliance with the terms and provisions of this Agreement.

12. By mutual consent of the Union and the Employer, after a sixty month period of prompt pay to the Joint Funds, the security deposit for a contractor may be waived.

ARTICLE XVI

FRINGE BENEFIT FUNDS

1. Effective for all work performed on and after April 1, 2001, an Employer shall make contributions to the various Fringe Benefit Funds hereinafter described in the respective amounts and under the respective conditions set forth herein.
2. Monthly contributions to all such Funds are payable and must be received by the bank depository on or before the 26th day of the month following the month in which the hours are worked and shall be combined and remitted in one check made payable to the "Iron Workers' Fringe Benefit Funds of Eastern Michigan." Such contributions shall be accompanied by remittance report forms which shall be prescribed and furnished by the Trustees of said Funds and which shall be properly completed in accordance with the instructions issued from time to time by said Trustees. The Trustees shall provide a copy of the contribution forms from all contributors to the Union and the Association office.
3. HEALTH FUND. For each employee covered by this Agreement, an Employer shall contribute to the "Iron Workers' Health Fund of Eastern Michigan" an amount as outlined in Article IX.
4. PENSION FUND. For each employee covered by this Agreement, an Employer shall contribute to the "Iron Workers' Local No. 25 Pension Fund" an amount as outlined in Article IX. Notwithstanding any other provision in this Agreement, contributions to the Pension Fund on behalf of a Retiree who becomes re-employed, shall be paid into the Iron Workers' Local No. 25 Individual Account Retirement Fund.
5. INDIVIDUAL ACCOUNT RETIREMENT FUND. For each employee covered by this Agreement, an Employer shall contribute to the "Iron Workers' Local No. 25 Individual Account Retirement Fund" (IAP) an amount as outlined in Article IX. Contributions become vested plan assets at the time they become due and owing to the Fund.
6. NATIONAL APPRENTICESHIP FUND. For each Employee covered by this Agreement, an Employer shall contribute to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund (N.I.E.A.T.J.U.F.) two cents (\$.02) per hour for each hour worked as outlined in Article IX. The monies paid into the N.I.E.A.T.J.U.F. shall be paid in the same manner as other payments made to the Local No. 25 Fringe Benefit Funds. The costs of administration and collection shall be paid by the N.I.E.A.T.J.U.F. on a pro rata basis.

7. **APPRENTICESHIP FUND.** For all hours paid to employees in his employ who are covered by this Agreement, an Employer shall contribute to the "Iron Workers' of Michigan Apprenticeship Fund" an amount as outlined in Article IX. Contributions to this Fund shall be used exclusively to defray training costs as provided for in the Joint Apprenticeship Training Program.
8. **VACATION PAY FUND.** For each employee covered by this Agreement, an Employer shall contribute to the "Iron Workers' Local No. 25 Vacation Fund" an amount as outlined in Article IX. The amount of contributions made in his behalf to this Fund shall be added to the employee's gross earnings in computing withholding of his income tax and FICA contributions.
9. **MANPOWER OPTIMIZATION, STABILIZATION AND TRAINING FUND (MOST).** The monies paid into the Manpower Optimization, Stabilization and Training Fund (MOST) shall be paid in the same manner as other payments made to the Local No. 25 Fringe Benefit Funds as outlined in Article IX.
10. **INSTITUTE OF THE IRONWORKING INDUSTRY (III).** The monies paid into the Institute of the Ironworking Industry (III) shall be paid in the same manner as other payments made to the Local No. 25 Fringe Benefit Funds as outlined in Article IX.
11. Any person performing work covered by the collective bargaining agreement between the parties having an Employer signatory to this Agreement, and who has a financial interest in that Employer, direct or indirect, whether that interest shall be as sole proprietor, partner, shareholder or similar financial interest, shall pay to the Iron Workers' Health Fund of Eastern Michigan, Iron Workers' Local No. 25 Pension Fund, Iron Workers' Local No. 25 Individual Account Retirement Fund, Iron Workers' of Michigan Apprenticeship Fund, the N.I.E.A.T.J.U.F., Iron Workers' Local No. 25 Vacation Pay Fund, MOST Fund, III Fund, and the Industry Promotion Fund (hereinafter referred to as "Joint Funds"), on the basis of not less than forty (40) hours per week, fifty (50) weeks per year or the actual number of hours worked, whichever is greater.
12. The Health, Pension, Individual Account Retirement Fund, Vacation, and Iron Workers' of Michigan Apprenticeship Fund shall be administered jointly by an equal number of representatives of the Employers and Union, in accordance with the respective Agreements and Declarations of Trust pursuant to which they are established. Said Agreements and Declarations of Trust shall conform to all requirements of law and copy of same, together with any amendments thereto, shall be considered as part of this Agreement as though they were set forth herein at length.
13. The Trustees of the various fringe funds represented by this Agreement shall be based as outlined in Article XV, Section 1. To reiterate, Local No. 25 shall elect, designate or appoint the one (1) Union Trustee and the Great Lakes Metal Building Erectors Association shall elect, designate or appoint the one (1) Employer Trustee to the Health, Pension, Individual Account Retirement Fund, Vacation, MOST, and Iron Workers' of Michigan Apprenticeship Fund.
14. If, in doing work outside the geographical jurisdiction of the Union, an Employer is required to make contributions to another Health, Pen-

sion, Individual Account Retirement Fund, Apprenticeship, Vacation, MOST, or III Fund on behalf of employees covered by this Agreement, he shall not be required to make duplicate contributions for the same man hours of work to the similar Fund or Funds described herein.

15. By the execution of this Agreement, an Employer, whether or not a member of an Employer Association which is a party hereto, authorizes such Employer Association to enter into an appropriate Trust agreements necessary for the administration of the foregoing Fringe Benefit Funds and to designate the Employer Trustees under such agreements and hereby waives all notice thereof and ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.
16. An Employer who fails or refuses to make required contributions by the 26th of the month as per Section 2 of this Article, agrees to pay all cost of collection charges and/or attorney fees resulting from the late payment of delinquent contributions. The cost of collection charges and/or attorney fees shall be based on the length of time such contributions are due and the date payment is actually made for liquidated damages to cover the cost of collection charges and/or attorney fees shall be calculated in accordance with rules and regulations as promulgated from time to time by the Board of Trustees of the Fringe Benefit Funds and upon notification to contributors who then shall be bound by such rules.

If payment is not made by the 26th of the month, cost of collection charges shall be assessed against the delinquent Employer at three percent (3%) over the prime rate as established by Comerica, located in Detroit, Michigan on the date the delinquency first occurs. If the Fund must seek legal action to collect any contributions or cost of collection assessments, reasonable attorney fees shall be paid by the delinquent Employer.

Payment of cost of collection charges and/or attorney fees must be made payable to "Iron Workers" Fringe Benefit Collection Account" and must be remitted along with a regular payment of contributions in accordance with the instructions issued by the Trustees of said Fringe Benefit Funds.

The Trustees of the Fringe Benefit Funds and the Administrator of same, acting as their agent, shall have the right to assess and collect the cost of collection charges and/or attorney fees described above. Acceptance of any contributions by the Fringe Benefit Funds or the Trustees or Administrator thereof, shall not constitute a waiver of the right to assess and collect any cost of collection charges and/or attorney fees due, if such contributions are paid after the due date.

All cost of collection charges and/or attorney fees paid and collected in accordance with the foregoing provisions shall be allocated by the Trustees of the Fringe Benefit Funds among the various Fringe Benefit Funds on a proportionate basis.

The Employer agrees to furnish to the Trustees of the various Fringe Benefit Funds provided for in this Agreement, upon request, such information and reports as the Trustees may require in the performance of their duties. The Employer further agrees that the Trustees, or any Agent authorized by the Trustees, shall have the right to enter upon the premises of the Employer to perform an audit and to have access to

such of the Employer's records as may be necessary to permit the Trustees to determine whether the Employer is complying fully with the provisions of this Agreement regarding Employer contributions.

The Employer understands and agrees that the Trustees of the Fringe Benefit Funds provided for by this Agreement have the power, as provided in their respective Trust Agreements, to fix a schedule of cost of collection charges and/or attorney fees, in the nature of liquidated damages, to be assessed against any Employer who fails to make the contributions required hereunder in the correct amount and when due. The Employer agrees to pay the cost of collection charges and/or attorney fees assessed against him for failure to pay contributions when due.

7. The Employer agrees to adopt, abide by and be bound by all fringe benefit provisions of the collective bargaining agreement between Local No. 25 and the Great Lakes Metal Building Erectors Association, including any modifications, extensions or renewals thereof, with the same force and effect as though such provisions were set forth here in full. The Employer agrees to be bound by all the terms and provisions of:

- (a) The Agreement and Declaration of Trust dated November 30, 1950 and all amendments thereto of the Iron Workers' Health Fund of Eastern Michigan;
- (b) The Agreement and Declaration of Trust dated June 29, 1956 and all amendments and restatements thereto of the Iron Workers' Local No. 25 Pension Plan;
- (c) The Agreement and Declaration of Trust dated June 1, 1986 and all amendments thereto of the Iron Workers' Local No. 25 Individual Account Retirement Fund;
- (d) The Agreement and Declaration of Trust dated November 16, 1967 and all amendments thereto of the Iron Workers, Apprenticeship Fund of Eastern Michigan; and
- (e) The Agreement and Declaration of Trust dated May 1, 1962 and all amendments thereto of the Iron Workers' Local No. 25 Vacation Pay Fund with the same force and effect as though the Agreements and 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 Employers agree to make payments covering all of its employees represented by Local No. 25 to the said Plans as required by the collective bargaining agreement and any modifications or amendments thereto, and the Agreements and Declarations of Trust of the aforesaid Plans. The Employer hereby authorizes the Employer Trustees named in the aforesaid Agreements and Declarations of Trust and their successors to act for and on his behalf.

8. MICHIGAN COMPILED LAWS ANNOTATED 750.353a. (1). Any Employer who promises in writing to make payments to an Employee Welfare Plan, Vacation Plan, Health Plan, Dental Plan, Profit Sharing Plan, Pension Plan or any Employees' Welfare Plan either by contract with an individual employee, by collective bargaining agreement, or by agreement with such Employee Plan, and who fails to make such payments within three (3) weeks after they become due and payable, shall be guilty of a misdemeanor. This Section shall not apply for the

failure to make payments if prevented by an act of God, proceeding in bankruptcy, orders or processes of any court of competent control. Conviction for violation of this Section does not relieve the Employer of liability for monies under such contract agreement.

ARTICLE XVII INDUSTRY PROMOTION FUND

1. The Employer agrees to pay into the Construction Industry Advancement Program for each hour worked by all employees covered by the Agreement the amount specified in Article IX of this Agreement.

Each Employer covered by the Agreement shall pay to the Construction Industry Advancement Program fourteen cents (14¢) per hour for each hour paid by the Employer to his employees pursuant to this collective bargaining agreement. Payment shall be made with such instructions and on such forms as are furnished by the Program. Delinquent contributions shall be subject to such penalties or assessments as the Program may prescribe from time to time.

It is agreed by the Employer that the Construction Industry Advancement Program shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels, or subsidize any Contractor or Contractor Association in connection with any work stoppage or strike, nor shall it be used to support any anti-Union activity.

The Program shall comply with all present and future federal laws governing the same.

The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Construction Industry Advancement Program.

2. The Employer shall indemnify and hold harmless Local No. 2 against any and all liabilities that may arise by reason of the Union complying with the terms of this Article.
3. The Union and the Employer agree that, in the event the Employer is not legally permitted to make contributions pursuant to Article IX the Employer agrees to make the like contribution to the Manpower Optimization Stabilization and Training Fund (MOST).

ARTICLE XVIII APPRENTICESHIP FUND

1. The parties signatory to this Agreement agree to abide by the Apprenticeship Standards of the Local No. 25 Joint Apprenticeship Committee (JAC) as approved by the U.S. Department of Labor Bureau of Apprenticeship and Training (B.A.T.) until such time as Local No. 25 Apprenticeship Standards have been approved by the B.A.T. All rules and actions taken by the JAC should be abided by.
2. There shall be at least two (2) Trustees serving on the JAC for this Agreement one (1) of whom shall be serving at the discretion of the President of the Michigan-Great Lakes and Vicinity District Council for Local No. 25 and one (1) person appointed by the Great Lakes Metal Building Association (GLMBEA).
3. Effective April 1, 2001, the contribution into the Iron Workers' Michigan Apprenticeship Fund shall be at the rate provided for in Article

cle IX for each employee. The Administrator shall provide a reporting form which includes all Fringe Benefit contributions and has an added space for Apprenticeship Fund.

4. It is agreed that the Apprentice shall be required to attend scheduled classes as established and designated by the JAC.
5. Apprentice wages, fringes and conditions shall be based on the scale outlined in Article IX.
6. Monies collected by the Administrator for the Apprenticeship Fund shall be deposited in accordance with direction of Trustees of the Apprenticeship Fund.
7. Effective April 1, 2001, a contribution of two cents (\$.02) per hour for each hour paid for or worked by each employee, in work covered by this Agreement, shall be paid to the jointly administered National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund created by the Agreement and Declaration of Trust dated February 7, 1984. These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust establishing the N.I.E.A.T.J.U.F as adopted and amended by the Board of Trustees of that Fund.

ARTICLE XIX

PIECEWORK

Employees will not contract, subcontract, work piecework, or work for less than the scale of wages established by this Agreement.

The Employers agree not to offer and/or to pay, and the employees will not accept, a bonus based on specific performance on any individual job.

ARTICLE XX

NON-DISCRIMINATION

Both parties signatory to this Agreement, agree that they will in no way discriminate against any person because of race, creed, color, sex, age, national origin or religion, and that equal employment opportunities will be provided to all workmen based on qualifications alone and in accordance with the President's Executive Orders and Amendments thereto, as well as the provisions contained in Title VII of the Civil Rights Act of 1964 and Federal Regulations 29CFR, Part 30.

ARTICLE XXI

SAFETY PROVISIONS

It is the responsibility of the contractor to comply with all State Safety Laws and rules and regulations of the Michigan Department of Labor and Industry relating to safety.

ARTICLE XXII

TOOLS

1. Employees shall furnish for their own use all necessary hand tools to enable them to effectively install the work. Tools broken on the job shall be replaced by the Employer. Power tools shall not be construed as hand tools.
2. The Employer shall not rent or use the equipment owned by an employee or any member of the employee's immediate family, other

than necessary hand tools. All mobile, equipment tool boxes and cranes furnished by the Employer shall carry the Employer's name in letters at least two (2) inches high and clearly legible to the public.

ARTICLE XXIII

DRINKING WATER, CLOTHES ROOM

The Employer shall furnish suitable drinking water at all times and each job of sufficient size and length to justify same shall be provided with a room or trailer for the employees to change their clothes and keep their tools. Maintenance of drinking water and the room or trailer shall be performed by Iron Workers or Iron Worker Apprentices, if needed.

ARTICLE XXIV

JOB STEWARD

1. There shall be a working steward on every job where two (2) or more metal building erectors are employed. The Business Representative of Local No. 25 shall appoint a steward from members employed on the job providing one is a member in good standing of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.
2. Local No. 25 Business Representative shall appoint and place the steward(s) from the Union Hall in the event any of the following conditions exist:
 - (a) A company newly signatory to this Agreement;
 - (b) Where a grievance under the Collective Bargaining Agreement has been filed and the Joint Grievance Board finding said company in violation of this Agreement;
 - (c) When there is not an employee of the company on the job that is a member in good standing of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers;
 - (d) When it is mutually agreed between the GLMBEA Representative and the Business Representative of the Union that it is in the best interest of the bargaining units.
3. The steward shall keep a record of workers laid off and discharged and take up all grievances on the job and try to have same adjusted, and in the event the steward cannot adjust them, the steward must promptly report the fact to the business agent 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. The steward shall see that 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 accompany them to their homes or to a hospital, as the case may require, without any loss of time, and report the injury to the proper offices of the Union. The steward shall not have authority to cause a work stoppage on any job of a Union Contractor.
4. The job steward will not be discharged without just cause and immediate notification to the Union Business Manager. When employees are laid off, the job steward will be the last man laid off, providing he is capable of performing the work in question.

ARTICLE XXV

JURISDICTION AND SUBCONTRACTING

1. Each Employer signatory to this Agreement agrees that all work covered by this Agreement, including all work listed in the Charter Grant of the International, shall be performed by employees represented by the Union.
2. Each Employer signatory to this Agreement agrees that he will not contract, sublet or subcontract any work covered by this Agreement to be *done at the site of construction, alteration, touch up painting or repair* of a building, structure or other work to any person, firm, entity, partnership, corporation, etc. unless such person, firm, entity, partnership, corporation, etc. is party to a collective bargaining agreement with Local No. 25.

ARTICLE XXVI

JOINT GRIEVANCE BOARD

1. A Joint Grievance Board shall be appointed by the GLMBEA and the Union, same to consist of four (4) persons, two (2) of whom are to be selected by the GLMBEA and two (2) by the Union. The GLMBEA and the Union, respectively, shall appoint at least two (2) alternate representatives, each of whom may serve in the place of a regular representative of such GLMBEA or of the Union, as the case may be, in case such regular representative shall be unable to act with respect to any grievance which shall be submitted to the Joint Grievance Board.
2. The Joint Grievance Board shall appoint a secretary and shall meet upon written notice from the secretary or any member of said Board within ninety-six (96) hours after receipt of such notice of requested meeting, to consider and decide all grievances relative to conditions of employment existing between GLMBEA or other Employers signatory to this Agreement and the Union and to the interpretation of this Agreement. Such grievance questions submitted to said Board, either by the Union, the GLMBEA, or the Fringe Benefit Funds, shall be submitted in writing, and shall be decided within ninety-six (96) hours by a majority vote of the full Board consisting of four (4) members. A majority decision by the Joint Grievance Board shall be final and binding on all parties.
3. Any grievance between the GLMBEA or Employer and the Union that *has not been satisfactorily settled in accordance with the provisions of the preceding section of this Agreement*, may be submitted to arbitration by an impartial arbitrator to be selected by mutual agreement of the parties. In the event the parties are unable, within five (5) days after such request, to agree upon an arbitrator, the Director of the Federal Mediation and Conciliation Service shall be requested to select an impartial arbitrator, and the selection so made shall be equally effective as if the selection had been made directly by the parties. The procedure to be followed in submitting the difference, or dispute, to the arbitrator shall, unless agreed upon by the parties within three (3) days after the selection of the arbitrator, be determined by the arbitrator himself and the decision of the arbitrator shall be final and binding upon the parties and judgment thereon may be entered in any Court having jurisdiction. *The compensation and necessary expense of the arbitrator shall be borne equally by the arbitrating Employer and the Union.*

4. The foregoing provisions for arbitration are not intended and shall not be construed as in any way qualifying, or making subject to change, any term or condition of employment specifically covered by this Agreement, nor shall it apply to any dispute as to the terms or provisions to be incorporated in any proposed new Agreement between the parties.
5. Notwithstanding anything herein-contained to the contrary, it is agreed that in the event any Employer shall be delinquent at the end of a period, in the payment of his contribution to the Fringe Benefit Funds, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives after the proper official of the Union shall have given twentyfour (24) hours notice to the Employer of such delinquency in said Fringe Benefit Funds, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to all affected employees for any losses resulting therefrom. The Trustees of the respective Trust Fund shall have the further right to take such legal action against the delinquent Employer as in their discretion may be advisable or necessary to make collection thereof for the particular Trust Fund.
6. Wage and overtime claims will be considered only for the thirty (30) day period prior to the filing of a grievance by the employee.

ARTICLE XXVII

STRIKES AND LOCKOUTS

This Agreement was conceived and negotiated with the single purpose of providing the customer of construction services with an economical and timely product. It is therefore understood that the wage rates and working conditions contained herein will only apply when the hoisting equipment used in conjunction with the pre-engineered metal building erection is manned by personnel whose wage rates and working conditions are the same as those established by this Agreement.

In the event other trades establish picket lines to enforce wage rates and/or working conditions in excess of those set forth herein, the employees covered by this Agreement on such projects will man the work coming under the union's jurisdiction.

It is mutually agreed that there shall be no strikes authorized by the Union and no lockouts authorized by the Employer, except for the refusal of either party to submit to arbitration, or failure on the part of either party to carry out the decision of either the Joint Grievance Board or the impartial arbitrator, or as provided for in Article XV, Article XVI, or in 2004 or 2005 if there is an impasse on the wage re-openers.

ARTICLE XXVIII

SCOPE OF AGREEMENT

1. This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union will be bound by rules, regulations or agreements not herein contained except interpretations or decisions of the Joint Grievance Board. Also, any time during the term of this Agreement, the parties hereto may interpret, alter or amend this Agreement by mutual agreement in writing, and no individual employee shall have cause to complain

thereof, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.

2. The GLMBEA and the Union agree that it is in their mutual interest to maintain a sufficient supply of pre-engineered iron workers competent to perform work under this Agreement. The GLMBEA and the Union provide upgrade training to newly organized pre-engineered iron workers as well as apprenticeship training for employees enrolled in the Metal Building Erectors Apprenticeship Program. A sufficient supply of competent pre-engineered iron workers is necessary to maintain and enhance the market share of work performed under this Agreement. Accordingly, the GLMBEA and the Union agree that any employee accepted in Local No. 25 in the pre-engineered member classification (SBE) after April 1, 1996 either through organizational efforts or through the Apprenticeship Program is prohibited from transferring to a different iron worker classification for a period of ten (10) years following his/her acceptance in Local No 25 in the pre-engineered iron workers classification. A SBE member will not be permitted to seek or procure work outside of the Pre-Engineered industry unless no work is available within the industry and prior approval has been granted by a Business Agent.

ARTICLE XXIX

SAVINGS CLAUSE

1. It is the mutual intent of the parties that this Agreement comply in every respect with all applicable State and Federal laws and regulations.
2. Should any language or provision contained in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, the parties agree to meet to renegotiate the affected language or provision. All remaining language and provisions of this Agreement shall remain in full force and effect.

ARTICLE XXX

EQUAL TREATMENT CLAUSE

If the Union shall furnish employees to any Employer in the geographical jurisdiction of this Agreement for the type of work covered by this Agreement upon any more favorable terms or conditions (including wage rates and overtime work) than those contained herein, except pursuant to Addendum No. 1 or a project agreement for maintenance by contract as developed by General President's Committee, the Union agrees that such favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.

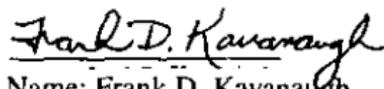
ARTICLE XXXI

RENEWAL CLAUSE

1. Except as provided in Article XXXI Section 2, this Agreement and any amendments thereto shall remain in full force and effect from April 1, 2001 until Midnight, March 31, 2006, and thereafter shall renew itself from year to year unless either party hereto shall notify the other party, in writing, at least ninety (90) days prior to March 31, 2006 or any anniversary date thereafter of its desire to change the Agreement in any way or to terminate the Agreement. Such written notice shall be sent by Registered Mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement of such changes and/or termination is reached prior to March 31, 2006, or, if applicable, any subsequent anniversary date, this Agreement shall be deemed to have terminated Midnight, March 31, 2006, or at Midnight on the applicable anniversary date.
2. There will be wage re-openers on March 31, 2004 and March 31, 2005, with the Union having the right to withhold services upon reaching an impasse with GLMBEA effective April 1, 2004 and/or April 1, 2005.

FOR AND ON BEHALF OF
LOCAL UNION NO. 25

FOR AND ON BEHALF OF THE
EMPLOYER MEMBERS OF THE
GREAT LAKES METAL BUILDING
ERECTORS ASSOCIATION



Name: Frank D. Kavanaugh
Business Manager, FST
Date: April 1, 2001



Name: Bob Fontana, GLMBEA
Staff Representative
Date: April 1, 2001

Iron Workers Local No. 25 Negotiating Committee

Frank D. Kavanaugh
Patrick Gleason
Bill Sennett
Art Ellul
Nick Bosak
Patrick Buck
Edward Vallee
Phillip Vaughn
Zane Walker

**LETTER OF UNDERSTANDING
REGARDING ADDENDUM NO. 1**

Where payment of the wage rate contained in the April 1, 2001 Agreement between Local No. 25 and the GLMBEA is deemed to be contrary to the best interest of the Union and/or the Employer, the parties mutually may agree to utilize Addendum No. 1 below and provide for an adjustment to the wage rates, terms and conditions for a specific project, county or counties. When Addendum No. 1 is utilized for a specific project, county or counties, any Employer signatory to the April 1, 2001 GLM-BEA Agreement may use the adjustment to the wage rates, terms and conditions for such project, county or counties. It is the sole responsibility of each Employer signatory to this Agreement to determine if the parties have mutually agreed to utilize Addendum No. 1 and an adjustment to the wage rates, terms and conditions for a specific project, county or counties. Addendum No. 1 is an exception to the Equal Treatment clause in Article XXX of the Agreement between Local No. 25 and the GLMBEA.

ADDENDUM NO. 1

For Local No. 25

For the Employer

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Name of Project: _____

ADJUSTMENT TO WAGE RATES, TERMS AND CONDITIONS

(This Project Only): _____

Or

(County, or Counties): _____

Project Location: _____

Metal Building Manufacturer: _____

Name of Employer: _____

Employer's Address: _____

ADDENDUM NO. 2

1. This Addendum establishes criteria and procedures for the application of Article III of the Pre-Engineered Metal Building Agreement.
2. The phrase "pre-engineered building system package regularly produced by recognized building manufacturer" will be applied to a job where the Employer is constructing an integrated building package produced by a recognized metal building manufacturer which includes:
 - (a) all structural framing installed by the Employer's iron workers' and
 - (b) either (i) a metal roofing system installed by the Employer's iron workers' or, (ii) a wall siding, sheeting or panel system installed by the Employer's iron workers.

If a job does not meet these criteria, Article III does not apply to the job.

3. Where a job is not covered by Article III (and is not a protected job under Article IX, See 2), the Employer must sign the current Local No. 25 Structural Agreement to perform the job.
4. If an Employer begins performing a job under Article III, and, it is later determined that the job is not covered by Article III, the Employer will:
 - (a) pay the employees retroactive wages and fringes based on the Local No. 25 Structural Agreement; and,
 - (b) sign the current Local No. 25 Structural Agreement for such retroactive payments and for completion of any remaining work on the job.
5. Where the Union receives proof that: (a) the Employer contracted to perform a job covered by Article III; and (b) the Employer contracted with a recognized metal building manufacturer to purchase for such job an integrated pre-engineered building system package; and (c) the Employer was later informed for the first time that a governmental entity requires that the job must have a different wall system installed by a different trade, the Employer will be allowed to complete the job under Article III.
6. The Union's grievance over the Lewis Steel Romulus job is resolved by this Addendum.
7. The procedures and criteria in this Addendum will govern all jobs on which construction begins on or after September 1, 2001.

**SAMPLE
STANDARD FORM
AS PER ARTICLE XIII, SECTION 24
GLMBEA**

Job Location: _____

Zone and County: _____

Approximate Building Size: _____

Approximate Crew Size: _____

Approximate Job Length: _____

Approximate Man Hours: _____

Contractor: _____

General Contractor: _____

This form shall be filled out by the signatory contractor and mailed to Iron Workers Local Union No. 25 within five (5) days after having personnel on the job site.

Iron Workers Local Union No. 25
P.O. Box 965
Novi, Michigan 48376-0965

**BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS' LOCAL UNION NO. 25**

P.O. Box 965, 25150 Trans X Drive
Novi, Michigan 48376-0965
Telephone No.: (248) 344-9494
Fax No.: (248) 344-4851

**IRON WORKERS' LOCAL UNION NO. 25 FRINGE
BENEFIT FUNDS**

25130 Trans X Drive, P.O. Box 8006
Novi, Michigan 48376-8006
Telephone No.: (248) 347-3100
Fax No.: (248) 347-4760

IRON WORKERS' LOCAL UNION NO. 25 CREDIT UNION

25150 Trans X Drive, P.O. Box 164
Novi, Michigan 48376-0164
Telephone No.: (248) 344-2560
Fax No.: (248) 344-4316

**GREAT LAKES METAL BUILDING ERECTORS
ASSOCIATION, INC.**

**c/o THE MICHIGAN CHAPTER ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, INC.**

2323 N. Larch
Lansing, Michigan 48906
Telephone No.: (517) 371-1550
Fax No.: (517) 371-1131

and

W6486 U.S. Highway 2
Norway, MI 49870
Telephone No.: (906) 563-8656
Fax No.: (906) 563-8650

**ADOPTION OF APRIL 1, 2001-2006 PRE-ENGINEERED
METAL BUILDING AGREEMENT**

The undersigned Employer, for and on behalf of itself, its successors and assigns, lessees or any entity it controls, owns or represents agrees to be bound by all provisions of the April 1, 2001 Agreement between Iron Workers Local No. 25 (Union) and the Great Lakes Metal Building Erectors Association (GLMBEA) including any wage re-opener adjustments under Article IX, Sec. 3(b). This Agreement to adopt and be bound by April 1, 2001 Agreement is not voidable. Notice by the Union to the GLMBEA pursuant to Article XXXI of the April 1, 2001 Agreement is notice to the Employer and has the same legal force and effect as though it was served on the Employer. Unless the Employer notifies the Union to the contrary in writing at least 120 days prior to the expiration date of the April 1, 2001 Agreement (or any subsequent Agreement), the Employer adopts and is bound by all provisions of any subsequent Agreement between the Union and the GLMBEA following notice pursuant to Article XXXI.

For the Employer:

Print Company Name: _____

Signed By: _____

(Signature/Title) _____

Print Signature/Title: _____

Date: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

Workers' Compensation Carrier and Policy No.: _____

Unemployment Compensation No.: _____

State License No.: _____

Federal I.D. No.: _____

For Iron Workers Local No. 25:

Signed By: _____

Date: _____

NOTES

NOTES

NOTES



UNION IRONWORKERS BUILDING FOR THE FUTURE
Leadership into the Nineties and 21ST Century

1990



2000

APPRENTICESHIP • TRAINING • SAFETY ORGANIZING • POLITICAL ACTION

