

**AGREEMENT  
BETWEEN**

*GALACCI Construction Company, Inc.*

**AND**

**IRONWORKERS LOCAL  
UNION NO. 89**

**May 1, 2019**

## **IRONWORKERS LOCAL UNION NO. 89**

This AGREEMENT is made and entered into this                      day of                      by and between                      of                      hereinafter referred to as the "EMPLOYER" and LOCAL UNION NO. 89 of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers (affiliated with the AFL-CIO) hereinafter referred to as the "UNION."

### **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 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.

At the request of either party, a pre-job conference with the Ironworkers will be held for a given project.

### **ARTICLE I. EQUAL EMPLOYMENT OPPORTUNITIES**

It is hereby declared to be the policy and intent of both parties to this Agreement that employment shall be on the basis of qualifications alone without regard to race, creed, color, national origin or sex.

### **ARTICLE II. CRAFT JURISDICTION**

It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, it being understood that the claims are subject to trade agreements which have been approved by the Building and Construction Trades Council, AFL-CIO, as well as the decision rendered by the National Joint Board for the settlement of jurisdictional disputes, prior to January 1, 1969. The parties to this Agreement are subject to and agree to be bound by all decisions of record and awards made by the National Joint Board of Settlement for jurisdictional disputes prior to January 1, 1969, with respect to all jurisdictional disputes.

In the event of a jurisdictional dispute, which has not been ruled upon by the National Joint Board for Settlement of Jurisdictional Disputes, the parties shall request the other Union or Unions involved to send representatives to the job site to meet with representatives of other Unions involved and the employer to settle the dispute. If a settlement is not reached at that meeting, the Union shall request that their International Unions assign a representative who shall make arrangements to meet representatives of the other International Union or Unions involved and representatives of the employer on the job site to seek settlement of the dispute.

When an individual task requiring 4 hours or more of continuous work, falling under the jurisdiction of an Ironworker, occurs on a project, then it is the Employer's intent to assign that work to an Ironworker. Provided that it is agreed upon at a pre-job conference held to determine a composite crew, there will be a relaxation of strict enforcement of craft jurisdictional lines if the composite crew includes at least one Ironworker.

No Employer shall be required to pay retroactively to any craft for work not performed.

Ironworkers shall be entitled to use all machinery, apparatuses, and moving equipment to perform the duties of the Ironworker trade. All such equipment shall be considered to be tools of the Ironworker trade.

#### **Journeyman and Apprentice Ratios:**

One Journeyman to one Apprentice, up to a total of four. After that, a rule of 20% will apply. First man journeyman, second apprentice, third journeyman, fourth apprentice. This language will apply only to the jurisdiction of rebar, mesh, and pre-engineered franchised metal buildings.

### **ARTICLE III. TERRITORY**

The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 89 which includes the following counties in their entirety... Mitchell, Howard, Winneshiek, Allamakee, Floyd, Chickasaw, Butler, Bremer, Fayette, Clayton, Grundy, Blackhawk, Buchanan, Delaware, Dubuque, Tama, Benton, Linn, Jones, Iowa, Johnson, Cedar; as well as the northern portion of Washington County; as well as the city of West Liberty and township of Wapsinonoc in Muscatine County; as well as the US 20 bridge approaches (and nothing else in Illinois).

### **ARTICLE IV. HOURS OF WORK AND OVERTIME**

Normal hours of work shall commence at a regular time, between 7:00 a.m. and 8:00 a.m. with prior approval of the Union and Employer, and continue for eight and one half (8 ½) hours thereafter with a one half (1/2) hour meal break as close as possible to the midpoint of the eight and one half (8 1/2) hour period. All work in excess of eight (8) hours per day, except as noted below, or forty (40) hours per week, shall be at the time and one half rate. All Saturday work shall be performed at the time and one half rate. On a scheduled overtime day, if an Employee, **through no fault of his own**, except in case of inclement weather, fails to make the scheduled day, then the hours before 7:00 am (or the normal starting time) will be considered overtime, at the applicable rate, providing he/she is on the job at starting time, and remains on the job until the Employer releases him/her. Work performed on Sundays and holidays will be at the double time rate.

Changes in the work hours per day, but not to exceed a ten (10) hour day at straight time rate, may be made on a job-to-job basis Monday through Thursday if required by an Owner or to meet special conditions by agreement between the Employer and the Union. In the event that such a schedule is employed, then Friday may be used as a make-up day when a full day is lost due to inclement weather. Such a make-up day is strictly voluntary and the Employee shall not be discriminated against if they refuse to work a Friday make-up day.

No time checks or numbers shall be used unless required by an Owner, or by agreement between the employer and the business representative of Local No.89 and subject to a convenient location to pick up and turn in "brass".

Ironworkers shall be at their posts prepared to start work a regular starting time and will continue working until the scheduled breaks and ending time.

## **ARTICLE V. SHIFT WORK**

### **Multiple Eight (8) Hour Shifts.**

When two (2) eight (8) hour shifts are utilized, the first (day) shift shall work eight (8) hours for eight (8) hours pay at the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch. The second (swing) shift shall work eight (8) hours for eight (8) hours pay at the applicable Base Wage Rate, plus fringes, plus a shift differential of \$3.00 per hour worked, with a one-half (1/2) hour unpaid lunch.

When three (3) eight (8) hour shifts are utilized, the first (day) shift shall work eight (8) hours for eight (8) hours pay at the applicable Base Wage Rate, plus fringes with a one-half (1/2) hour unpaid lunch. The second (swing) shift shall work eight (8) hours for eight (8) hours pay at the applicable Base Wage Rate, plus fringes, plus a shift differential of

\$3.00 per hour worked, with a one-half (1/2) hour unpaid lunch. The third (graveyard) shift shall work eight (8) hours for eight (8) hours pay at the applicable Base Wage Rate, plus fringes plus a shift differential of \$6.00 per hour worked with a one-half (1/2) hour unpaid lunch.

PLEASE NOTE: In those instances where a shift differential is specified in this Agreement, it is understood that the shift differential is not to be added to the applicable Base Wage Rate when calculating overtime. The shift differential is to be paid strictly on an hours worked basis only and does not pyramid with overtime hours. It is further understood that the shift differential is not subject to the apprentice percentage rates of pay specified in this Agreement.

There shall be no pyramiding of fringe benefit fund contributions, no pyramiding of approved deductions and no pyramiding of shift differentials, as specified in this Agreement, during straight time and/or overtime hours worked.

### **Ten (10) Hour and Twelve (12) Hour Shifts.**

#### **Single Scheduled Shifts.**

When a single daytime-hours shift of either ten (10) hours or twelve (12) hours is utilized, the following shall apply: The first eight (8) hours worked, on Monday through Friday, shall be paid at the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch; the following four (4) hours shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes. All hours worked in excess of twelve (12) hours shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes.

When either the ten (10) hour or twelve (12) hour shift extends into the weekend, the following shall apply: On Saturdays, the first twelve (12) hours of work shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch. All hours worked in excess of twelve (12) hours shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes. On Sundays and holidays, all hours worked shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes.

#### **Multiple Scheduled Shifts.**

When either two-ten (10) hour shifts or two-twelve (12) hour shifts are utilized, the following shall apply: The first (day) shift shall work the first eight (8) hours on Monday through Friday, at the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch; the following four (4) hours worked shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes. All hours worked in excess of twelve (12) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes. The second (night) shift shall work the first eight (8) hours, on Monday through Friday at the applicable Base Wage Rate, plus fringes, plus \$3.00 per hour worked, with a one-half (1/2) hour unpaid lunch; the following four (4) hours worked shall be paid

at one and one-half times (1- 1/2X) the applicable Base Wage Rate, plus fringes, plus \$3.00 per hour worked; and all hours worked in excess of twelve (12) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes, plus \$3.00 per hour worked.

When either the two-ten (10) or two-twelve (12) hour shift format extends into a weekend, the following shall apply: On Saturdays, the first (day) shift shall work the first twelve (12) hours at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes with a one-half (1/2) hour unpaid lunch. All hours worked in excess of twelve (12) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes. The second (night) shift shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, plus \$3.00 per hour worked for the first twelve (12) hours per shift, with a one-half (1/2) hour unpaid lunch. All hours worked in excess of twelve (12) hours per shift shall be paid at two times (2x) the applicable Base Wage Rate, plus fringes, plus \$3.00 per hour worked. On Sundays and holidays, the first (day) shift shall be paid at two times (2x) the applicable Base Wage Rate, plus fringes, for all hours worked, with a one-half (1/2) hour unpaid lunch. The second (night) shift shall be paid for all hours worked at two times (2X) the applicable Base Wage Rate, plus fringes, plus \$3.00 per hour worked, with a one-half (1/2) hour unpaid lunch.

PLEASE NOTE: In those instances where a shift differential is specified in this Agreement, it is understood that the shift differential is not to be added to the applicable Base Wage Rate when calculating overtime. The shift differential is to be paid strictly on an hours worked basis only and does not pyramid with overtime hours. It is further understood that the shift differential is not subject to the apprentice percentage rates of pay specified in this Agreement.

There shall be no pyramiding of fringe benefit fund contributions, no pyramiding of approved deductions and no pyramiding of shift differentials, as specified in this Agreement, during straight time and/or overtime hours worked.

On all shift work performed on Saturday, Sunday or holidays, the overtime rate shall start with the beginning of the first or "morning" shift. Shift work shall constitute a minimum of five (5) working days. Any shift work of less than five (5) days must be approved by the Employer and Union.

#### **Single Off-Hours Shifts.**

When a normal day shift is not possible due to an owner's request or public safety concerns and work must be done outside of the normal daytime hours specified in this Agreement, the following special conditions below shall apply. It is understood that these single off-hours shift provisions shall apply only where the single off-hours shift is worked in lieu of normal day shift operations - between the hours of 3:30 p.m. and 7:00 a.m.

Employees working a normal day shift and also working on a night shift (in whole or in part) for an Employer are not covered under these off-hours shift provisions. For purposes only of defining "consecutive shifts", this means any consecutive full, or less than full, shifts in any given period between Monday and Sunday.

When the single off-hours shift format is used, the second (swing) shift hours shall work eight (8) hours for eight (8) hours pay at the applicable Base Wage Rate, plus fringes, plus \$3.00 per hour worked, with a one-half (1/2) hour unpaid lunch. The third (graveyard) shift hours shall work eight (8) hours for eight (8) hours pay plus a shift differential of \$6.00 per hour worked, with a one-half (1/2) hour unpaid lunch.

When a single off-hours shift is worked during the weekend, the following shall apply: On Saturdays, for the second (swing) shift hours the first twelve (12) hours worked shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch, plus a shift differential of \$3.00 per hour worked. All hours worked in excess of twelve (12) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes, plus a shift differential of \$3.00 per hour worked. On Saturdays, for the third (graveyard) shift hours the first twelve (12) hours worked shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch, plus a shift differential of \$6.00 per hour worked. All hours worked in excess of twelve (12) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes, plus a shift differential of \$6.00 per hour worked. On Sundays and holidays, the second (swing) shift hours shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch, plus a shift differential of \$3.00 per hour worked. The third (graveyard) shift hours shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch, plus a shift differential of \$6.00 per hour worked.

PLEASE NOTE: In those instances where a shift differential is specified in this Agreement, it is understood that the shift differential is not to be added to the applicable Base Wage Rate when calculating overtime. The shift differential is to be paid strictly on an hours worked basis only and does not pyramid with overtime hours. It is further understood that the shift differential is not subject to the apprentice percentage rates of pay specified in this Agreement.

There shall be no pyramiding of fringe benefit fund contributions, no pyramiding of approved deductions and no pyramiding of shift differentials, as specified in this Agreement, during straight time and/or overtime hours worked.

## **ARTICLE VI. HOLIDAYS**

The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day. If any of these days falls on a Sunday, the following Monday shall be observed as the holiday. If it falls on Saturday, it shall be celebrated on Friday. Veteran's Day will be observed as a holiday on November 11 only. No work shall be performed on Labor Day except to save life and property.

## **ARTICLE VII. WAGE SECTION**

### **I. WORKER CLASSIFICATION**

#### **A. JOURNEYMAN (A)**

Journeyman shall be skilled employees recognized by the Union and the Employer as having achieved journeyman status. Journeyman shall stay at rate (A) for duration of employment. Book number 1447590 and lower is grandfathered in to (A) status.

#### **JOURNEYMAN (B) "RODMAN"**

Journeyman shall be skilled employees recognized by the Union and the Employer as having achieved journeyman status. Journeyman shall stay at rate (B) for duration of employment.

#### **JOURNEYMAN (C) "SHEETER"**

Journeyman shall be skilled employees recognized by the Union and the Employer as having achieved journeyman status. Journeyman shall stay at rate (C) for duration of employment.

#### **Classification of Referrals**

Ironworker sent out at applicable rate will receive no less than applicable rate for duration of employment.

#### **B. APPRENTICES**

Apprentices (A, B, and C) shall include all employees dually enrolled in Apprenticeship Programs affiliated with the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers.

#### **(B) "RODMAN"**

#### **(C) "SHEETER"**

#### **C. PROBATIONARY:**



Probationary (A) Ironworkers shall include workers sent from the Union Hall during manpower shortages, at the applicable rate, to be decided by the Business Manager. The applicable rate shall be between 60% of Journeyman's rate and the full Journeyman's rate.

Probationary (B and C) Ironworkers shall include workers sent from the Union Hall during manpower shortages, at the applicable rate, to be decided by the Business Manager. The applicable rate shall be between 75% of Journeyman's rate and the full Journeyman's rate.

During Manpower shortages in (A). Business Manager may send Ironworker (B) & (C) out at Ironworker probationary (A) rate and package. Review will be every 30 days by E-Board or Business Manager.

(B) "RODMAN"

(C) "SHEETER"

## II. WAGES

### A. JOURNEYMAN

#### JOURNEYMAN (A)

**Total wage package: May 1, 2019 – April 30, 2020 shall be as follows:**

Base wage per hour	\$28.50	(**Vacation Trust/misc. member benefit will be \$1.43 deduction from the base wage after taxes)
IMPACT – (3/8 of 1%)	\$0.18	
Health & Welfare	\$5.90	
Health Reimb. Acct (HRA)	\$0.65	
Pension	\$8.20	
Annuity	\$4.00	
Apprenticeship Fund (2% of Journeyman A)	\$0.97	
Built by Pros (.03-contractor/ .03-employee)	\$0.06	
EIJLMT/ACI	\$0.03	
	<b>\$48.49</b>	<b>Total package per hour</b>
	<b>\$49.89</b>	<b>May 1, 2020</b>
	<b>\$51.29</b>	<b>May 1, 2021</b>

#### JOURNEYMAN (B) "RODMAN"

Base wage per hour	\$21.28	(**Vacation Trust/misc. member benefit will be \$1.39)
deduction from the base wage after taxes)		
IMPACT – (5/8 of 1%)	\$0.18	
Health & Welfare	\$2.00	
Health Reimb. Acct (HRA)	\$1.85	
Pension	\$3.00	
Apprenticeship Fund (2% of Journeyman A)	\$0.90	
Built by Pros (.03-contractor/.03-employee)	\$0.06	
EIJLMT/ACI	\$0.03	
	<u>\$29.30</u>	<b>Total package per hour</b>

### JOURNEYMAN (C) “ SHEETER”

Base wage per hour	\$20.00	(**Vacation Trust/misc. member benefit will be \$1.39)
deduction from the base wage after taxes)		
IMPACT – (5/8 of 1%)	\$0.17	
Health & Welfare	\$2.00	
Health Reimb. Acct (HRA)	\$1.85	
Pension	\$3.00	
Apprenticeship Fund (2% of Journeyman A)	\$0.90	
Built by Pros (.03-contractor/.03-employee)	\$0.06	
EIJLMT/ACI	\$0.03	
	<u>\$28.01</u>	<b>Total package per hour</b>

### IMPACT Contract Clause

In addition to the per hour wage rate, the Employee will contribute 5/8 of 1% of the applicable hourly journeymen wage rate for each hour worked to the Ironworker Management Progressive Action Cooperative Trust (I.M.P.A.C.T.), a jointly trusted Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt Organization under Section 501(c)(5) of the Internal Revenue Code. Tax-exempt status as rendered under the initial name of the Trust, which was Employers Responsive Educational Cooperative Trust of North America. The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation, and governmental lobbying and legislative initiatives.

### International Organizing Fund

Each member shall pay an International Supplemental Per Capita Tax of three eighths of one percent (3/8 of 1%) of the applicable hourly journeyman wage rate for each hour

worked per member per month to the International Ironworkers Organizing Fund, a separate Fund maintained for the purpose of meeting the financial requirements of organizing the unorganized and for no other purpose.

The reporting, payment, frequency of the payment and administration of such contributions shall be governed by the terms of the I.M.P.A.C.T. Trust Agreement, policies and resolutions.

Any contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry.

### **Vacation Fund**

At the option of Local No. 89, any portion of the above wages may be taken in the form of Vacation contributions by the Employer upon sixty (60) days written notice to the Employers. Limited to one change each year.

The Contractors subject to this Agreement shall withhold an amount equal to that listed in the schedule of wages above for each hour worked from the net weekly pay of each Journeyman, Apprentice or Probationary employee after all other deductions are made. Said sums shall be remitted to the Ironworkers Local No. 89 Vacation Trust on the forms provided for the same, not later than the fifteenth (15) day of the succeeding month of each payroll month.

If contributions of the Employer are not made by the twentieth (20) day of the month on which contributions are to be paid, the Employer shall be liable for any claim that may arise on account of such non-payment and shall pay in addition to said contributions, liquidated damages in the amount of one-half (1/2 %) percent of the delinquent contributions for the first month of delinquency only and liquidated damages in the amount of ten (10%) percent of the delinquent contributions thereafter and said damages shall be paid with the delinquent contributions. The one-half (1/2%) percent liquidated damages assessment is on a one time only basis for the duration of this Agreement. The ten (10%) percent liquidated damages assessment will apply to the first month of delinquency if the Employer is delinquent more than once during the term of this Agreement.

### **III. APPRENTICE WAGES:**

Apprentice (A) wages shall be a percentage of the journeyman base as follows:

1 <sup>st</sup> six month period	60%
2 <sup>nd</sup> six month period	70%

3 <sup>rd</sup> six month period	75%
4 <sup>th</sup> six month period	80%
5 <sup>th</sup> six month period	85%
6 <sup>th</sup> six month period	90%

Apprentice fringes and contributions shall be the same as for journeymen (A).

Apprentice (B "Rodman" and C "Sheeter") wages shall be a percentage of the journeyman base as follows:

1 <sup>st</sup> six month period	80%
2 <sup>nd</sup> six month period	85%
3 <sup>rd</sup> six month period	90%
4 <sup>th</sup> six month period	95%

Apprentice fringes and contributions shall be the same as for journeymen (B and C).

#### **ARTICLE VIII. DAVIS BACON**

The Union agrees that the Davis Bacon rate established for a particular project will prevail. When jobs are located in counties where no Davis Bacon rates are established, the terms and condition of this Agreement shall apply.

#### **ARTICLE IX. PIECEWORK**

It is further agreed that the Employees will not contract, subcontract, work piecework, or work for less than the scale of wages established by the Agreement. The Employers agree not to offer and/or pay and the Employee will not accept a bonus based on specified performance on any individual job.

#### **ARTICLE X. PAYDAY**

The regular payday shall be once a week on such day as agreed upon between the Employer and the Local Union, and wages shall be paid before quitting time, and wages are to be paid in cash or other legal tender. Employers may withhold, where necessary, a reasonable amount of wages dues to enable them to prepare the payroll.

When employees are laid off or discharged, they shall be paid in full in cash or other legal tender on the job immediately, with written explanation of loss of employment sent to the Union Hall at 1112 29<sup>th</sup> Ave. S.W. Cedar Rapids, Iowa 52404 and if required to go to some other point or to the office of the Employer, the Employees shall be paid for the time required to go to such places or the Employer may mail their pay on the day of layoff or discharge with mutual agreement between the Employer and the Employee.

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

Any undue delay or loss of time caused the employees through no fault of their own shall be paid for by the employer causing such delay, at the regular straight time wages.

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

## **ARTICLE XI. REPORTING TIME**

The Employer shall notify the Ironworkers Local Union office or the Business Agent of his need for men the business day proceeding the day on which the men are needed.

When employees are called to work and then not put to work, except in case of inclement weather, they shall be paid a minimum of two (2) hours "show up" time at the applicable hourly rate, provided the employee remains on the job during the said two (2) hours.

When an employee is put to work and then, through no fault of the employee, is not employed for four (4) consecutive hours, the employer shall pay him for four (4) hours time, weather permitting work, provided the employee remains on the job during the said four (4) hours.

On jobs of more than four (4) hours duration all employees shall be paid for the actual hours worked.

When an employee is instructed by the employer to wait before beginning work, the employee shall be paid for the actual waiting time.

## **ARTICLE XII. FOREMAN**

When two or more Ironworkers are employed on the job site by the Employer, one shall act as foreman and shall receive not less than two dollars (\$2.00) per hour more than journeyman scale; except:

- a. No foreman shall be required on one or two man jobs lasting eight (8) hours or less.
- b. No foreman shall be required on crews engaged in the laying of mesh.

When the same employer has three or more foreman on the same job, one shall be designated as the general foreman and shall receive not less than three dollars (\$3.00) per hour more than journeyman scale.

**Foremen for Ironworkers (B) "RODMAN" and (C) "SHEETERS" shall receive applicable rate for Ironworker (A)**

### **ARTICLE XIII. MANAGEMENT RIGHTS**

It is understood and agreed that the Employers reserve the sole right of management at all times and shall to that end include but not be limited to the following:

Maintaining absolute control over selection of employees, maintaining absolute control over crew sizes, requirements for foreman and foreman ratios, layoff or promotion, assignment of employees and planning of work, except as these rights are modified or changed by this Agreement.

The Employer recognizes the Union as a principle source of employees to perform the work covered by this Agreement and agrees to give the Union first opportunity to provide the employees needed.

If the Union is unable to refer qualified applicants for employment at the applicable rate of pay within 24 hours of the request, the Employer shall be free to hire employees from any source at his discretion. Qualified applicants shall be defined as those referrals with necessary skills and physically able to perform the work of the trade.

The Employer shall be free to establish criteria for eligibility and conditions of leave for Employees under the Family Medical Leave Act. All criteria set forth by the Employer shall conform to State and Federal regulations.

### **ARTICLE XIV. SAFETY PROVISIONS**

All work is to be performed in accordance with applicable State and Federal safety and health regulations.

The Employer shall be free to establish drug testing for all employees covered by this Agreement in conformity with State and Federal laws.

No less than four (4) Ironworkers and a foreman shall be employed in the setting of structural steel with mobile or power operated cranes or tower cranes when there is more than eight (8) hours setting on the job. Relaxation of the "four (4) Ironworkers and a foreman" rule could be made on a "job-by-job" basis, in order to perform the setting of the steel in a safe and efficient manner, by agreement between the Employer and the Union.

Accident and injury free operation shall be the goal of the Employer and Employee. To this end, the Employer and Employee will, to the best of their ability, abide by and live up to the requirements of the State and Federal Construction Safety Codes and Regulation. To this end, the Employer shall, from time to time, issue rules or notices to his/her Employee regarding on-the-job safety requirements. Any Employee violating such rules or notices may be subject to disciplinary action up to and including discharge.

All members of the Union must have taken the OSHA Ten Hour Safety Course, to be administered and funded by the Training Fund.

It is the Employees obligation to provide to the Union and to the Employer, up to date and accurate information, as certified by a physician, as to extend of any work restriction placed on the employee. Providing false information or the failure to inform the Union and the Employer of a work restriction may result in disciplinary action up to and including discharge without recourse to the Union or the Employer.

Local 89 will provide any needed job specific training as required by the owner on a job-by-job basis.

**JOURNEYMAN IRONWORKER (A)(B) &(C)** Will take ten (10) hours of Journeyman advancement training every contract year or receive one (1) dollar less on check in that contract year starting May 1<sup>st</sup>, 2014. If ten hours was not obtained by May 1<sup>st</sup> then the individual will need to obtain twenty hours of advancement training to return to full scale. Any contractor training will count for only (2) hours of upgrade.

## **ARTICLE XV. TOOLS**

Employees shall furnish for their own use all necessary hand tools to enable them to effectively perform their work.

The Employer shall furnish expendable items such as drills, taps and hacksaw blades, and shall repair or replace tools broken on the job with tools of the same kind or of equal

value, Ironworkers welding shall be furnished suitable replacement of welding gloves and leathers when worn on the job.

No employee shall be held responsible for the loss of tools or equipment in his charge.

#### **ARTICLE XVI. SHIPPING – EMPLOYEES**

Employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling time and expenses, providing they remain on the job thirty (30) days, or until the job is completed, if it required less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular rate for such time, or such employees shall be shipped back to the shipping point with time and transportation paid by the Employer.

#### **ARTICLE XVII. WORKING CONDITIONS**

The Employer shall furnish suitable drinking water at all times and each job of sufficient size and length to justify the same shall be provided with a shed or room for the employees to change their clothes and keep their tools.

If an ironworker is injured on the job he shall be paid for the day the injury occurs providing he is hospitalized overnight on the day of the injury, or for lost time if he returns to the job the same day the injury occurs, or for a maximum of two (2) hours time lost if he is required by a Doctor to make a follow up or return trip to the Doctor or hospital if an appointment cannot be scheduled after working hours.

#### **ARTICLE XVIII. COMPENSATION INSURANCE**

The Employer must at all times provide Workmen Compensation Insurance.

#### **ARTICLE XIX. BUSINESS REPRESENTATIVES**

A Business Representative of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of THIS AGREEMENT for the conducting of Union business if the owner permits. The Contractor agrees that they will make an effort to secure a pass to all job sites when the restrictions exist because of security by the clients.



## **ARTICLE XX. JOB STEWARD**

There may be a steward on each job who shall be appointed by the Business Representative. He shall keep a record of the workers laid off and discharged; and take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them he must promptly report the issue to the Business Representative, who shall report same to the proper officer of the Union so that efforts can be made to adjust any matter without a stoppage of work. He shall see that the provisions of the Agreement are complied with and report to the Union the true conditions and facts. The Steward shall promptly take care of injured workers and may accompany them to their homes or to the hospital if no representative (superintendent or office personnel) is available, and report the injury to the proper officers of the Union. The Employer agrees that the job steward will not be discharged until after proper notification has been given to the Union and further, when employees are laid off, the job steward will be the last man laid off, except for Superintendents, General Foremen, and Foremen, providing he is capable of performing the work in question.

## **ARTICLE XXI. APPRENTICESHIP**

The Employers subject to this Agreement shall contribute to the Apprenticeship Program in effect within the jurisdiction of the Local Union affiliated with the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers.

The contribution shall be made on a per hour basis for each actual hour worked by each journeyman and/or apprentice. The contribution shall continue for the duration of this Agreement.

At the close of each payroll month each Employer shall be required to send payments for the preceding month to the Fund together with a complete list of employees upon whom payments are being made, a breakdown of hours worked for each employee and his social security number. A copy of the Miscellaneous Report Form shall be sent to Ironworkers Local No. 89, 1112 29<sup>th</sup> Ave. S.W., Cedar Rapids, Iowa 52404.

All payments will be made to "Ironworkers Local No. 89 J.A.T.C." and such checks shall be mailed to Ironworkers Local 89, 1112 29<sup>th</sup> Ave. S.W., Cedar Rapids, IA not later than the fifteenth (15) day of the succeeding month of each payroll month, and if not paid by the twentieth (20) day of the month on which contributions are to be paid, shall pay in addition to said contributions, liquidated damages in the amount of one-half (1/2%) percent of the delinquent contributions for the first month of delinquency only and

liquidated damages in the amount of ten (10%) percent of the delinquent contributions thereafter and said damages shall be paid with the delinquent contributions. The one-half (1/2%) percent liquidated damages assessment is on a one time only basis for the duration of this Agreement. The ten (10%) percent liquidated damages assessment will apply to the first month of delinquency if the Employer is delinquent more than once during the term of this Agreement.

All apprentices entering into the Local Union Apprenticeship and Training Program will be tested for drugs and alcohol and receive a physical examination prior to acceptance and at no expense to the Contractor.

Withdrawal of funds must be authorized by the Joint Apprenticeship Committee in accordance with the Joint Apprenticeship Committee Trust Agreement.

## **ARTICLE XXII. IRONWORKERS HEALTH AND WELFARE FUND**

The Employers subject to this Agreement shall contribute to Health and Welfare Fund in effect within the jurisdiction of the Local Union affiliated with the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers.

The contribution will be made on a per hour basis for each actual hour worked by each journeyman and/or apprentice. The contribution shall continue for the duration of this Agreement, except as changed by written notice.

The Welfare Fund has been established and is to be administered in accordance with the provision of the National Labor-Management Relations Act as amended.

Contributions of the Employer for the current month shall be forwarded to such business office, together with report forms supplied for such purposes, not later than the fifteenth (15) day of the following month.

Contributions to the aforesaid Health and Welfare Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the sole liability of the Employer under this Health and Welfare Program shall be the payment of the contributions to the aforesaid fund for each hour worked by an employee covered by this Agreement.

If contributions of the Employer are not made by the twentieth (20) day of the month on which contributions are to be paid, the Employer shall be liable for any claim that may arise on account of such non-payment and shall pay in addition to said contributions,

liquidated damages in the amount of one-half (1/2 %) percent of the delinquent contributions for the first month of delinquency only and liquidated damages in the amount of ten (10%) percent of the delinquent contributions thereafter and said damages shall be paid with the delinquent contributions. The one-half (1/2 %) percent liquidated damages assessment is on a one time only basis for the duration of this Agreement. The ten (10%) percent liquidated damages assessment will apply to the first month of delinquency if the Employer is delinquent more than once during the term of the Agreement.

The Employer and Union agree that in the event that State or National Health Insurance becomes law and the Trustees of the Ironworker Local No. 89 Health Care Plan determined that a lesser remittance is needed to fund benefits because of the advent of National or State Health Insurance, any remittances not needed, shall at the option of the Union, be paid in wages or to a specific fringe fund. It is agreed that should payments to a National or State Health Plan be imposed on Management or Union in an amount greater or less than contributions required to be made to the Ironworkers Local Union No. 89 Health Care Plan, the increase in costs will be borne by the Union from the current welfare remittance and any balance of less cost shall be placed on wages or fringe benefits at the option of the Union.

### **ARTICLE XXIII. IRONWORKERS PENSION**

The Employers subject to this Agreement shall contribute to the Pension Plan, in effect within the jurisdiction of the Local Union affiliated with the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers. The contribution will be made on a per hour basis for each actual hour worked by each journeyman and/or apprentice. The contribution shall continue for the duration of this Agreement, except as changed by written notice. It is agreed that there will be no benefit changes or other plan changes that increase the unfunded vested benefit of the Pension Plan.

The Pension Plan has been established and is to be administered in accordance with the provision of the National Labor-Relations Act as amended.

Contributions of the Employer for the current month shall be forwarded to such business office, together with report forms supplied for each purpose, not later than the fifteenth (15) day of the following month.

Contribution to the aforesaid Funds shall not constitute or be deemed wages due to the employee. It is understood and agreed that the sole liability of the Employer under this Pension Program shall be the payment of the contributions to the aforesaid Funds for each hour worked by an employee covered by this Agreement.

If contributions of the Employer are not made by the twentieth (20) day of the month on which contributions are to be paid, the Employer shall be liable for any claim that may arise on account of such nonpayment and shall pay in addition to said contributions liquidated damages in the amount of one-half ( $\frac{1}{2}$  %) percent of the delinquent contributions for the first month of delinquency only and liquidated damages in the amount of ten (10%) percent of the delinquency contributions thereafter and said damages shall be paid with the delinquent contributions. The one-half ( $\frac{1}{2}$  %) percent liquidated damages assessment is on a one time only basis for the duration of the Agreement. The ten (10 %) percent liquidated damages assessment will apply to the first month of delinquency if the Employer is delinquent more than once during the term of this Agreement.

During the term of this Agreement, the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers reserves the right and has the option to increase contributions to the Ironworkers Pension Funds with a corresponding decrease in employee wage rates to be effective upon sixty (60) days written notice to the Employers. Limited to one change each year.

It is agreed that due to the possibility of Employers bearing some responsibility for unfunded liability, the level of contribution will be increased to cover any change in benefits or revision in unfunded liability established by government regulations.

The amount of such contributions will be established by Local No. 89 within thirty (30) days of either of the above occurrences.

#### **ARTICLE XXIV. IMMIGRATION REFORM AND CONTROL ACT**

The Union will keep on file and make available to the Employer, Form I-9, for all employees referred out of the Union Hall in accordance with the Immigration Reform and Control Act of 1986.

#### **ARTICLE XXV. SURETY**

Any Employer working under the terms of this Agreement who has not contributed to the appropriate union fringe fund program in any one of the sixty (60) prior months or any Employer working under the terms of this Agreement who fails to make proper contributions to the Fund for two (2) successive months shall be required to post a Bond from a reputable, corporate licensed surety company in the amount of twenty-five thousand (\$25,000.00) dollars. This Bond will be to guarantee payment of wages, fringe benefits, vacation, health and welfare and pension payments and Local No. 89 J.A.T.C.

Fund payments and shall expire no earlier than ninety (90) days after the Employer's final contribution to the Fund may be due.

## **ARTICLE XXVI. SUBCONTRACTS**

The Employers agree not to subcontract any portion of their work covered by this Agreement to other than signatories to this Agreement without prior acceptance by the Union or unless the subcontractor agrees to perform the work in accordance with the wage and benefit conditions of this Agreement.

## **ARTICLE XXVII. DISPUTE SETTLEMENT**

It is agreed that the sole and final remedy for resolution of disputes involving interpretation or application of the terms of the Agreement (other than concerning an assignment of work and wage disputes at the time of bargaining) shall be settled in accordance with the procedures herein set forth.

Any grievance must be filed with the Union and Company within seven (7) working days of the occurrence of said grievance; otherwise such grievance shall be conclusively presumed to have been abandoned and such person shall have no recourse to the grievance and arbitration provisions and shall waive all rights emanating therefrom.

There shall be a jobsite or other mutually agreed location meeting with the Union involved and the Contractor to resolve the dispute within two (2) working days after notification that a grievance exists.

If the representative of the Employer and the representative of the Union fail to reach an agreement within twenty-four (24) hours the grievance shall be submitted in writing to an Arbitration Committee consisting of three (3) representatives appointed by the Union and three (3) representatives by the Contractor, none of whom are a direct party to the dispute. This Committee shall meet within forty-eight (48) hours and render a decision in writing within twenty-four (24) hours. A majority shall be binding on all parties.

If the grievance cannot be settled by the Committee within twenty-four (24) hours, the matter will be referred to an Arbitrator selected through the Federal Mediation Conciliation Service for a final ruling with costs assessed and paid equally by the parties. In the event an impasse exists in the selection of the third (3<sup>rd</sup>) party under the arbitration clause, then the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) persons from which the parties shall alternately strike names until one (1) selection remains who shall be the third (3<sup>rd</sup>) party arbitrator.

The decision of the Arbitrator shall be final and binding and both parties agree to abide by the Arbitrators decision.

No Employer shall be required to pay for the work of trade not performed.

## **ARTICLE XXVIII. STRIKES AND LOCKOUTS**

It is mutually agreed that there shall be no strikes, picketing or work stoppages by the Union or no lockouts by the Employer, except for the refusal of either party to submit to arbitration, in accordance with Article XXVII., or failure on the part of either party to carry out the award of the Arbitrator. Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation; provided however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind the legal primary picket line of any basic craft union, which has been authorized by the International of the basic craft union, the Central Labor Council or Building Construction Trades Council.

Basic craft union is hereby defined as the Ironworkers, Carpenters, Laborers, Cement Masons, Teamsters, Bricklayers and Operating Engineers.

## **ARTICLE XXIX. DUES CHECK-OFF**

Working dues and assessments:

During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check-off of service dues and/or working assessments in form permitted by the provisions of Section 302 (C) of the Labor-Management Relations Act, as amended, the employer shall deduct from the wages of each employee covered by this Agreement, four percent (4%) of the member's gross wages as working assessments and/or service dues in the amount stipulated on a written lawful authorization form.

Said sums shall be remitted to the Financial Secretary of Ironworkers Local No. 89 on the forms provided for the same. Sums deducted by the Employer for the current month shall be forwarded to such business office, not later than the fifteenth (15) day of the following month.

If contributions of the employer are not made by the twentieth (20) day of the month on which contributions are to be paid, the Employer shall be liable for any such claim that may arise on account of such nonpayment and shall pay in addition to said contributions,

liquidated damages in the amount of one-half (1/2%) percent of the delinquent contributions for the first month of delinquency only and liquidated damages in the amount of ten (10%) percent of the delinquent contributions thereafter and said damages shall be paid with the delinquent contributions. The one-half (1/2%) percent liquidated damages assessment is on a one time only basis for the duration of this Agreement. The ten (10%) percent liquidated damages assessment will apply to the first month of delinquency if the Employer is delinquent more than once during the term of this Agreement.

### **ARTICLE XXX. CONTRACT ADMINISTRATION FEE**

During the life of this Agreement, each Employer covered by this Agreement or subject to this Agreement, shall pay five (5) cents per hour for each hour worked by each employee covered by this Agreement, as a Contract Administration Fee (CA Fee). These payments shall be made to Allied Construction Interests of Cedar Rapids, Inc., (ACI) no later than the fifteenth (15<sup>th</sup>) day of each month following the month for which payment is to be made. Payments are to be sent separately stated with other fringe benefits.

It is further understood that the Employer contributions required by this Section shall not be referred to or considered as wage or fringe benefit payments.

ACI in the process of collecting any CA fees shall not be required to invoke the grievance provided for in this Agreement.

Each Employer who is required to make CA Fee payments shall promptly furnish to ACI on demand, all necessary personnel, and payroll records relating to its employees covered by this Agreement, including any relevant information.

ACI hereby agrees to protect, defend, indemnify, and hold harmless the Union against and all loss, damages, cost, and expenses (including reasonably attorney's fees) and against, of any form any actions, demands and all causes of action or other forms of liability arising out of this CA Fee Article.

### **ARTICLE XXXI. SEPARABILITY CLAUSE**

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

provisions affected. There shall be no work stoppage during such renegotiation and no other issues may be introduced.

Should any party want to dissolve Ironworker (B "Rodman" or C "Sheeter") may do so with 120 days' notice to exclude jobs already bid with proof of signed and dated contract. Following the dissolve contract said Ironworkers will fall back in to Ironworker (A) group

## **ARTICLE XXXII. FAVORED NATION**

If the negotiating committee of the Local Union enters into any Agreement(s) with any individual Employer or group of Employers on any project which provides for its or their Employees less favorable wages, hours, fringes, or conditions that are herein specified, the Employer signatory hereto may immediately put into effect, after notification by the Employer to the affected Local Union, the same conditions.

## **ARTICLE XXXIII. BUILT BY PROS**

The Employers and the Union have established The Building Pros of Eastern Iowa Trust Fund known as Built By Pros. The Employers and the Union hereby agree to be bound to the declaration of trust adopted on May 1, 2010. As may be amended or restated pursuant to the governing rules of the Trust. Any and all modifications to the Trust shall be mailed to the Employers and the Union. The Union and/or Allied Construction Interests, Inc. reserves the right to rescind and terminate participation in The Building Pros of Eastern Trust Fund after giving sixty (60) days notice to the Trust. If such termination goes into effect the funding of \$0.03 will go back on the Employee wage rate and the remaining \$0.03 will go back to the Employer.

The collection of the Built By Pros contribution shall be subject to the same procedures as established in Article XXXV Fringe Benefit Payments.

## **ARTICLE XXXIV. SUBSTANCE ABUSE TESTING AND REFERRAL PROGRAM**

The Employer shall be free to establish a drug and alcohol-testing program for all Employees covered by this agreement. The program shall conform to State and Federal regulations.



The Employers and the Union have established a Trust Fund, known as the Eastern Iowa joint Labor- Management Trust. The Employers and the Union hereby agree to be bound the Declaration of Trust adopted on December 15, 2010 and as may be amended or restated pursuant to the governing rules of the Trust. Any and all modifications to the Trust shall be mailed to the Employers and the Union.

A Substance Abuse Testing and Referral Program has been adopted by Trustees of Eastern Iowa Joint Labor-Management Trust on December 15, 2010. Any and all modifications to the Substance Abuse Testing and Referral Program may be adopted and incorporated by reference after certified notification to all Employers and the Union.

The Union and/or Allied Construction Interests, Inc. reserves the right to rescind and terminate participation in Eastern Iowa Joint Labor-Management Trust and the Substance Abuse Testing and Referral Program after giving sixty (60) days notice to the Trust. If such termination goes into effect, the funding will go back to the Employer.

Each Employer shall contribute to the Eastern Iowa Joint Labor-Management Trust fund for the purpose of substance abuse testing, the amount set forth in the wage and fringe benefits allocation sheet, per house worked by the employees covered under the terms of this agreement. The collection of Substance Abuse Testing contribution shall be subject to the same procedures as established in Article XXXV Fringe Benefit Payments.

If you are not a local contractor and do not take part in the drug testing program revert back to Article XXX to the Contract Administration Fee.

#### **ARTICLE XXXV. FRINGE BENEFIT PAYMENTS**

The Health and Welfare and Pension payments required under this agreement are payable as directed by this agreement to the benefit of each employee to Iowa Laborers District Council Health and Welfare Trust and the Iowa Iron Workers Heavy Highway Pension Fund respectively. If the Employer fails to pay contributions as required by the Trust Agreements and this Agreement, the Funds shall have the right to take whatever steps are necessary to secure compliance with this Agreement and the Trust Agreements, and other provisions hereof to the contrary notwithstanding, the Employer shall be liable for all reasonable costs of collection of the payments due together with audit fees, reasonable attorneys' fees and such other reasonable costs and charges as may be assessed by the Trustees of the Iowa Laborers District Council Health and Welfare Trust and/or the Iowa Iron Workers Heavy Highway Pension Plan pursuant to the Trust Agreements and any collection policies as approved by the Trustees. Employer agrees that all remittances not

received by the 15<sup>th</sup> day of the month next following the month for which the contributions are due and are delinquent as of the last day of said month are at delinquency subject to assessment of Liquidated Damages in the amount of 20% of the contributions and/or interest at the rate of 2 percent per month, to compensate for the increased administrative costs resulting from late payments, all pursuant to the Trust Agreements and the collection policies of the Trusts.

#### **ARTICLE XXXVI. REMITTANCE**

Remittance of the monthly Fringe Benefits & miscellaneous reporting to be paid to the Union Hall with one check, if contractors chooses to, using the Ironworkers Local 89 Fringe Benefits & Miscellaneous Reporting Form.

#### **ARTICLE XXVII. SCOPE OF AGREEMENT**

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 decision of the Board of Arbitration.

The parties hereto agree that they have discussed all items properly subject to collective bargaining and the same are resolved by this Agreement, which constitutes the whole of the Agreement between the parties, governing their entire relationship with respect to all items properly subject to collective bargaining. It is further agreed that this Agreement cannot be reopened for any cause of issue except upon the mutual consent of all parties.

#### **ARTICLE XXXVIII. DURATION AND TERMINATION**

The Agreement shall remain in full force and effect until midnight on April 30, 2022, and, unless written notice be given by either party to the other at least two (2) months prior to April 30, 2022, of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner this Agreement, with any amendments, thereof, shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least two (2) months prior to the expiration of such contract year. Any such notice as hereinabove provided for in this Article, whether specifying a desire to terminate or change at the end of the current contract period, shall have the effect of terminating this Agreement at such time.

**ARTICLE XXXIX.**  
**JOB DUTIES**

**IRONWORKER (A)** covers any and all Ironwork at set Ironworker (A) Journeyman rate.

**IRONWORKER (B) "Rodman"** covers rebar, mesh and post tensioning. Excludes setting precast, bolting, welding, MMA, Davis Bacon, PLA'S, and Existing Factories.

**IRONWORKER (C) "Sheeter"** covers Pre-Engineered Metal Buildings, including purlins, girts, sheeting, trim and bar joist for Pre- Engineered Metal Buildings. Excludes structural, ornamental, overhead cranes, jib cranes, stairway, handrail, precast, mezzanines, rebar, mesh and Post Tensioning, MMA, Davis Bacon, PLA'S and Existing Factories.

**IRONWORKERS (B) & (C)** may work in Existing Factories where it is being competitively bid against Non- Union contractors with written approval by Local 89's Business Manager

IN WITNESS WHEREOF: This Agreement has been executed by the Parties hereto as of the date and year first above written in the City of Cedar Rapids, State of Iowa.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Manager

### **SIDE LETTER**

For all eight (8) and ten (10) hour shifts, Ironworkers Local #89 and All Signatory Contractors agree that Ironworkers will be given reasonable time for coffee on the job at their place of work near mid-morning and near mid-afternoon (2 times per shift based on work schedule) at a time selected by the Employer's Representative. The time selected shall be such that it not interfere with job progress. The Employer's Representative shall be the Ironworker's Foreman on the job. For all shifts of 12 hours or longer, the Contractor shall be required to consult with the Local 89 Business Manager prior to the shift start time.

This side letter shall terminate or be extended in the same manner as the current Collective Bargaining Agreement between the foregoing.

IN WITNESS WHEREOF: This Agreement has been executed by the Parties hereto as of the date and year first above written in the City of Cedar Rapids, State of Iowa.

CALACE CONSTRUCTION CO. INC  
Company Name

John B. Calace  
Company Representative John B. Calace  
PRESIDENT

May 1, 2019  
Date

[Signature]  
Business Manager

### SIDE LETTER

For all eight (8) and ten (10) hour shifts, Ironworkers Local #89 and All Signatory Contractors agree that Ironworkers will be given reasonable time for coffee on the job at their place of work near mid-morning and near mid-afternoon (2 times per shift based on work schedule) at a time selected by the Employer's Representative. The time selected shall be such that it not interfere with job progress. The Employer's Representative shall be the Ironworker's Foreman on the job. For all shifts of 12 hours or longer, the Contractor shall be required to consult with the Local 89 Business Manager prior to the shift start time.

This side letter shall terminate or be extended in the same manner as the current Collective Bargaining Agreement between the foregoing.