

THE SCHAEFER GROUP, INC.
AGREEMENT

This AGREEMENT made and entered into as of this 1st day of June, 2019, by and between THE FRANK W. SCHAEFER, DIV. Of THE SCHAEFER GROUP INC., 1300 Grange Hall Road, Beavercreek, Ohio hereinafter referred to as the "COMPANY" and IRON WORKERS LOCAL UNION #290, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO, hereinafter referred to as the "UNION".

The purpose of and consideration for this AGREEMENT is to provide orderly collective bargaining relations between the COMPANY and the UNION, and to secure prompt and equitable disposition of grievances and to establish fair wages, hours, and working conditions for the employees in the bargaining unit covered be this AGREEMENT.

ARTICLE I - RECOGNITION

- 1.01 The COMPANY recognizes the UNION as the exclusive collective bargaining representative of the employees in the following bargaining unit:

All employees working in the job classifications covered by this AGREEMENT performing the work of rigging, cutting, burning, welding and fabricating iron who are employed by the COMPANY at its Beavercreek, Ohio, Plant, excluding all office clerical employees, technical employees, guards, professional employees and supervisors, as defined in Section 2 (11) of the Labor Management Relations Act, as amended, and all other employees employed by the COMPANY.

- 1.02 The COMPANY recognizes the UNION as a source of skilled manpower. Therefore, whenever the COMPANY desires to employ new employees for positions of employment in the bargaining unit, the COMPANY shall utilize the UNION as a nonexclusive source of referrals for employment and shall afford the UNION the opportunity to refer individuals for employment. The COMPANY reserves the right to determine which individual(s) it will employ and may employ individuals not referred by the UNION.

- 1.03 The work of rigging, cutting, burning, welding and fabricating iron is recognized to be the work within the trade jurisdiction of the UNION iron workers. All work within the trade jurisdiction of the UNION iron workers, when performed in the plant of the COMPANY, will be performed by the employees (including Iron Worker Foreman) in the bargaining unit described in 1.01 above, subject however to the right of the management of the COMPANY to utilize employees of other crafts either working alone or as part of a composite crew working together in the performance of the work necessary to fabricate, assemble, renovate, recondition or maintain products, where unforeseen or extenuated circumstances arise.

ARTICLE II - MANAGEMENT RIGHTS

- 1.01.1 The management of the business and the direction of its working force, including the right to hire, transfer, assign and/or change work assignments, make special work assignments, promote, demote, suspend for just cause, discipline for just cause, discharge for just cause, relieve employees due to lack of work or for other legitimate reasons, maintain discipline and efficiency of all employees and determine employees assigned to work overtime and to determine bonuses, if any for employees, are the exclusive rights of the COMPANY, provided the provisions of the AGREEMENT are observed.

- 2.02 It is further agreed that the COMPANY shall be the exclusive judge of, and have final decision in, all matters pertaining to the products to be designed, manufactured, produced, repaired or warehoused; the location of all plants or operations or relocations of, additions to and remodeling of same; the methods, means and processes of designing, producing, manufacturing, repairing or warehousing such products; the location of the place of work for employees; production schedules; number of employees and specific employees assigned to a particular operation; the materials to be used or handled, purchased or made; any change of existing methods or facilities; the control and regulation of all equipment and property of the COMPANY; the subcontracting of production, maintenance, inspection, shipping, receiving, warehousing or other work; and the determination of the total order or amount of work to be designed, produced, manufactured, repaired or warehoused, provided the provisions of this AGREEMENT are observed.
- 2.03 It is further understood that the COMPANY retains all management rights and functions it possessed prior to entering into any collective bargaining agreement with any union, except as are relinquished or specifically restricted by this AGREEMENT.
- 2.04 It is recognized that the practice of the COMPANY to utilize a composite crew of employees from several trades may be continued.
- 2.05 The enumeration of the management prerogatives above shall not be deemed to exclude other rights or prerogatives of management not herein enumerated. Those rights not abrogated by this AGREEMENT are reserved to management.

ARTICLE III – UNION SECURITY

- 3.01 All present employees who are members of the UNION in accordance with the International Constitution of the UNION, thirty (30) days after the date of this AGREEMENT, shall remain members of the UNION in good standing for the duration of this AGREEMENT as a condition of continued employment with the COMPANY.
- 3.02 All present employees who are not members of the UNION and all employees hired after the date of this AGREEMENT shall become members of the UNION not later than the thirty-first (31st) following the date of this AGREEMENT or their date of hire, whichever is the later, and shall remain members of the UNION in good standing for the duration of this AGREEMENT as a condition of continued employment with the COMPANY.
- 3.03 No employees shall be considered as having failed to maintain membership in the UNION in good standing so long as he regularly tenders to the UNION the periodic monthly dues (as distinguished from fines, penalties or assessments) and initiation fees uniformly required of all other employees who are members of the UNION.
- 3.04 The UNION agrees not to request the discharge of any employee under the provisions of this Article for the failure of such employee to maintain his/her good standing in the UNION, unless the UNION first gives the COMPANY and the employee involves a five (5) day written notice of its intention to request such discharge, together with the basis for requesting such action, during which time the employee may place himself/herself in good standing with the UNION.

ARTICLE IV – CHECKOFF OF MEMBERSHIP DUES

- 4.01 The COMPANY agrees to withhold from any available wages earned by any UNION member during the first pay period of any month the regular, periodic and current monthly membership dues and initiation fees of such member and transmit the same to the UNION within ten (10) days after their; withholding, upon presentation of the following "Authorization of Check-Off of Working Dues" voluntarily completed and executed by a UNION member, to wit:

**IRON WORKERS LOCAL UNION NO. 290
CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

Print Name _____ Date of Birth _____

Address _____ City _____ State _____

Where Employed _____ Date Employed _____

SS# _____ Member # _____ Local # _____

I, _____, hereby authorize my employer to deduct from my wages (during my current employment or any future employment) an amount equal to the monthly dues, working dues, initiation fees, and uniform assessments of Local Union 290 and direct such amounts so deducted to be turned over each month to the Financial Secretary/Treasurer of such Local Union and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the Company and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous from my wages for the Union were made with my knowledge and consent; and, I do hereby ratify, authorize and assign to the Union, all of such deductions as of the time they were made.

Date _____ Signature _____

Witness _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

- 4.02 The UNION agrees to indemnify, defend and save the COMPANY harmless against any and all claims that shall arise out of or by reason of action taken by the COMPANY in reliance upon the "Authorization of Check-Off of Working Dues" cards submitted by the UNION to the COMPANY.
- 4.03 Any dispute which may arise as to whether an employee properly executed or revoked his "Authorization for Check-Off of Working Dues" shall be subject to the grievance and arbitration procedure provided herein.

ARTICLE V- NO DISCRIMINATION

- 5.01 The COMPANY and the UNION alike agree that the provisions of this AGREEMENT shall be applied to all employees without discrimination with respect to any term or condition of employment, as a result of said employee's race, color, creed, sex, national origin, age or handicap, all in accordance with and as limited by the provisions of applicable law.

ARTICLE VI – HOURS OF WORK AND OVERTIME

- 6.01 The regular workweek for pay purposes shall commence at 7:30 a.m. Saturday:
- 6.02 The regular workweek shall consist of five (5) shifts of work, Monday through Friday. The shift hours to be observed shall be:
- First Shift:** 7:30 a.m. to 4:00 p.m., with a thirty (30) minute unpaid lunch break.
- Second Shift:** 4:00 p.m. to 12:00 a.m. (Midnight) which includes a thirty (30) minute paid dinner period.
- Third Shift:** 12:00 a.m. Midnight to 7:00 a.m. Employees working on this shift shall be paid eight (8) hours' pay for seven (7) hours worked and shall be allowed to eat a snack while working.
- 6.03 For calculation of pay purposes, a "day" shall commence at 7:30 a.m. and end twenty-four (24) clock hours thereafter, and the "day" on which the employee's shift commences shall be deemed the day the work is performed. For example:
- A. The "Monday" workday for the third shift shall commence at 12:00 a.m. Midnight Tuesday and end at 7:30 a.m. on Tuesday morning. The "Friday" third shift shall start at 12:00 a.m. (Midnight) Saturday and end at 7:30 a.m. Saturday morning.
 - B. An employee working on the second shift who commences work at 4:00 p.m. on a Friday night who works past 12:00 a.m. midnight shall be deemed to have performed all work on Friday.
 - C. An employee who commences work on the third shift at 12:00 a.m. midnight Saturday shall be deemed to have worked on Saturday for pay computation purposes.
- For calculation of holiday pay, the shift observed as the holiday shall be the holiday without regards to whether the work extends into the calendar holiday.
- 6.04 The hours worked in excess of eight (8) in any workday shall be considered overtime and shall be paid at the rate of time and one-half. All hours worked in excess of forty (40) in any workweek shall be considered overtime and shall be paid at the rate of time and one-half. In computing hours worked for purposes of this Section, only actual hours worked shall be counted.
- 6.05 Nothing herein shall be construed as a guarantee of hours of work per day or days of work per week by the COMPANY.
- 6.06 Hours worked on Sunday or legal holidays shall be considered overtime and shall be paid at the rate of double time. Double time will be paid on time over twelve (12) hours, Monday through Saturday.
- 6.07 Provided the employees has worked all scheduled hours during the calendar week in which the Saturday occurs, all hours worked on Saturday shall be considered overtime and shall be paid at the rate of time and one-half. It is understood and agreed that an employee shall not be considered "scheduled" for work if the employee is on any absence which is paid under the terms of this AGREEMENT or if the employee is off work due to sickness, illness or accident and is disabled from work, if such disability is supported by a statement from the employee's attending physician.
- 6.08 On emergency call out situations, Saturday, Sunday, and holiday pay will be calculated and paid on a calendar day basis and not on the work day basis specified above, notwithstanding the foregoing pay practices and provisions.

- 6.09 It is recognized that the nature of the Company's business requires the working of overtime on both a scheduled and emergency basis.
- 6.10 The working of daily overtime shall not be required unless the COMPANY gives the employee notice before the lunch break that he will be required to work such overtime. If earlier notice can be given, it will be given. Employees may be asked to work overtime after the lunch break in situations when notice before the lunch break cannot be given.
- 6.11 The working on Saturday or Sunday shall not be required unless the COMPANY gives the employee notice on or before 12:00 noon on the preceding Friday that he/she will be required to work such overtime. It is understood that if notice of such Saturday overtime can be given earlier, every effort to do so will be made, as the COMPANY appreciated that employees may need earlier notice because of plans which they may have made.

ARTICLE VII – PAYDAYS

- 7.01 There shall be a regular payday once each week on Tuesday. Employees shall be paid for all work performed through the preceding Friday. Work performed on Saturday and/or Sunday will be paid with the pay for the following workweek.
- 7.02 When regular payday occurs on a holiday; as set forth in the AGREEMENT, then payday shall be the workday immediately after the holiday.

ARTICLE VIII – HOLIDAYS

- 8.01 The following holidays shall be recognized by the COMPANY:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

ARTICLE IX – GRIEVANCES

- 9.01 A grievance is defined as any question or controversy between the COMPANY and one or more employees, or the UNION, pertaining to the interpretation or application of this AGREEMENT.
- 9.02 Employees at all times shall make an effort to perform their duties in such a manner to promote the efficient operation of the COMPANY. Assignments of work must be performed. Any alleged violation of this Collective Bargaining Agreement or any grievance as defined above shall be handled as provided herein.

Step 1. An employee who believes he/she has a grievance shall first notify his/her immediate supervisor of his complaint and discuss the matter fully with him/her. This notice must be given to the supervisor within three (3) workdays after the cause for such complaint arises. The aggrieved employee has the right to have a UNION representative present during such a discussion, if he/she so desires. The supervisor shall give his/her oral answer to the grievance within twenty-four (24) hours after this discussion takes place.

Step 2. If the matter is not resolved by the discussion referred to in Step 1, then the grievance shall be reduced to writing and presented to the supervisor involved. This written presentation of the grievance must be given to the supervisor within six (6) workdays after the cause for the complaint arises. The supervisor shall give his answer to the grievance in writing to the employee involved and to the UNION within three (3) workdays from the date it was presented to him.

Step 3. If the grievance is not adjusted at Step 2, the UNION shall, within three (3) work days after the Step 2 answer is given, refer the matter in writing to the President of the COMPANY and, within five (5) work days after it is referred, a meeting shall be held between the UNION representative, the Chief Steward, the grievant and/or grievants, the supervisor involved, the COMPANY President, and/or his/her authorized representative. This meeting shall be held within five (5) work days after the referral of the grievance to the President of the COMPANY; provided, however, that the event the President of the COMPANY is absent from the Plant or the representative of the UNION is unable to attend at the time the matter is referred in writing, the meeting of this step may be delayed by mutual agreement until five (5) days following the return of the President of the COMPANY or the availability of the representative of the UNION. The answer of the COMPANY to the grievance shall be given to the UNION in writing within five (5) workdays after his/her meeting is held.

- 9.03 In the event of the failure of either party to comply with the time limitations hereinabove provided, unless extended by agreement of the parties, the grievance shall either be deemed to have withdrawn or affirmatively accepted or approved, as the case may be.
- 9.04 Any matter that is not filed in writing within six (6) workdays after the cause arises for such grievance, in accordance with Step 2 of this grievance procedure, shall not be considered a grievable matter under the terms of this AGREEMENT.
- 9.05 Any grievance in which no employee is involved may be raised by the UNION at the second step of the grievance procedure.

ARTICLE X – ARBITRATION PROCEDURE

- 10.01 If the grievance remains unsettled following the steps of the grievance procedure outlined in Article IX, the UNION shall have the right to use the arbitration procedure as provided herein.
- 10.02 Arbitration must be requested in writing within fifteen (15) days after the answer was given in Step 3 of the grievance procedure. Otherwise, the matter shall be considered settled on the basis of the last answer given by the COMPANY.
- 10.03 Within five (5) workdays after notice requesting arbitration has been served, the parties shall meet to select an impartial arbitrator. If no agreement is reached within five (5) work days, the parties immediately and jointly shall request names of a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from which the COMPANY and the UNION shall alternately cross off one name until one name remains, and this person shall be the arbitrator.
- 10.04 The first list received from the Federal Mediation and Conciliation Service, subsequent to the effective date of this AGREEMENT, where the parties alternately reject the names of arbitrators, the COMPANY shall reject the first name; the next list received, the UNION shall reject the first name. The parties to this AGREEMENT shall thereafter proceed in this alternating manner as additional lists are secured.
- 10.05 The decision of the arbitrator shall be final and binding upon the parties, and the parties hereto shall equally share the expenses and fees of the arbitrator.
- 10.06 The arbitrator shall not have the power to add to, subtract from, or modify this AGREEMENT. All grievances and disputes between the parties as to the interpretation or application of this AGREEMENT shall be subject to arbitration as herein provided. The general wage scale, as well as the extension, negotiation or renewal of this AGREEMENT, shall not be subject to arbitration.

ARTICLE XI – NO STRIKE-NO LOCKOUT

- 11.01 It is agreed that, during the term of this AGREEMENT, there shall be no lockout on the part of the COMPANY and no strike, stoppage, slowdown or other interruption of work on the part of the UNION, or by the employees in the bargaining unit.
- 11.02 The UNION agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown or other interruption of work during the life of this AGREEMENT. The UNION will actively discourage any strike, stoppage, slowdown or other interruption of work in violation of this AGREEMENT. And will call a meeting of the membership as soon as possible and encourage the striking members to return to work following any such interruption of work.
- 11.03 Any strike, stoppage, slowdown or other interruption of work during the life of this AGREEMENT shall constitute cause for discharge or other disciplinary action of the employee or employees who participate herein or are responsible therefore, as the COMPANY in its exclusive discretion determines, subject to the grievance and arbitration procedure only on the question of whether such employee or employees participated in or were responsible for said strike, stoppage, slowdown or other interruption of work.
- 11.04 For purposes of this Article, it is agreed that the refusal of an employee to cross a legally established primary picket at any location shall not be deemed a strike, stoppage or other interruption of work; provided, however, it is understood that nothing in this AGREEMENT shall preclude an employee or employees from crossing such picket or working behind such a picket if the employee desires to do so. In the event any individual employee or employees do so, such employee(s) shall not be subject to any disciplinary or other action from the UNION.

ARTICLE XII – UNION ACTIVITIES AND BULLETIN BOARD

- 12.01 Union activity within the Plant during regular works hours shall be restricted to the investigation of grievances or meeting with COMPANY officials or designated supervisory employees.
- 12.02 The COMPANY recognizes that employees may be required to conduct UNION activity during working hours. It is understood that such employees will account for all regular work hours spent in such activity, at any step of the grievance procedure.
- 12.03 Employees shall not be compensated for time spent engaging in UNION activities, processing or handling grievances at any step, or for time spent attending arbitration proceedings, except as provided herein:
- 12.03.01 Employees, including UNION Chief Steward, shall be compensated for regular work hours spent in discussions with management at Step 1 of the grievance procedure.
- 12.03.02 The Chief Steward of the UNION shall suffer no loss in regular earnings for regular hours of work lost while meeting with management concerning pending grievances filed under the grievance procedure in this AGREEMENT at steps other than Step 1 of the grievance procedure.

12.03.03 The COMPANY 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 main laid off, providing he/she is capable of performing the work in question.

When two (2) or more Ironworks are employed by the Company, no Ironworkers shall serve in the capacity of Steward and Foreman, or Steward and General Foreman or Steward and Superintendent at the same time. Steward shall be qualified workmen performing work of their craft. There shall be no non-working Stewards.

ARTICLE XIII – PLANT VISITATIONS

13.01 It is agreed that the officers and/or representatives of the UNION shall be permitted access to the COMPANY'S Plant where employees covered by this AGREEMENT are employed and working at any reasonable time during working hours for the transacting of UNION business which is necessary under the grievance and arbitration provisions of this AGREEMENT. It is further agreed that the UNION representatives and officers will secure the permission of the President of the COMPANY or, in his/her absence, his/her authorized representative, before entering the COMPANY'S Plant. It is understood that such permission will not be unreasonably denied.

ARTICLE XIV – LEAVE OF ABSENCE

14.01 Personal and/or UNION Business Leave of Absence.

14.01.01 If an employee desires to be off work for personal business (not emergencies), or UNION business, he/she may be permitted such leave of absence, without pay, provided:

- A. He/She does not desire to be off work over four (4) work weeks; and
- B. He/She gives the COMPANY a written request for such leave, indicating the reason for the request and the time he desires to be on leave of absence, at least one (1) week in advance of the time desires to be off.

14.01.02 In general, leaves of absence for personal business, vacation time off without pay, and UNION business will be granted. However, such leave of absence will not be granted during a heavy business period where the granting of such leave will interfere with the normal operation of the business, except for absolute necessity.

14.01.03 Action by the COMPANY on an application for leave of absence requested for either personal reasons or UNION business reasons shall not be subject to the grievance and arbitration provisions of this AGREEMENT.

14.01.04 It is understood that employees selected or appointed to a fulltime position with the UNION shall be granted a leave of absence while serving in such position.

14.02 Military Leave of Absence

14.02.01 If an employee is required to be absent from work to fulfill a required service commitment to the United States Armed Forces, he/she shall be permitted to take such leave of absence without pay.

14.02.02 An employee returning to work following a military leave of absence shall be placed on his/her former job, if available, or if not available he/she shall be offered whatever job is available as his skill and ability warrant.

14.03 Medical Leave of Absence

14.03.01 An employee who is disabled from performing work due to either an illness, injury or pregnancy may be granted a leave of absence for the duration of his/her disability, but not to exceed one (1) year or his/her length of service, whichever is the lesser period of time.

14.03.02 The COMPANY shall require satisfactory medical evidence from an employee requesting medical leave of absence and may require the employee to be examined by the COMPANY physician for verification of such disability due to illness, injury or pregnancy, and prior to the return of the employee to active employment status.

14.03.03 Medical leave of absence shall be granted in periods up to two (2) months in duration; provided, however, such medical leave may be renewed at the expiration of the leave period granted for the duration of the disability, but not to exceed one (1) year or employee's length of service, whichever is the lesser period of time, upon presentation of medical evidence, as set forth in paragraph 14.03.02 above.

ARTICLE XV – MISCELLANEOUS PROVISIONS

15.01 A lunch break without pay shall be granted all employees of not less than thirty (30) minutes, and this shall be no more than five (5) hours after beginning of employee's starting time.

15.02 A ten (10) minute rest period shall be allowed in the mid-part of the morning and in the mid-part of the afternoon for each employee.

15.03 The intent of assigning work regarding booms, forklifts and the overhead crane will be in keeping with past practices. Iron Workers will be responsible for moving and rigging furnaces, large doors, Lower Energy Holder tops, loading and off loading trucks when the crane is required. Other crafts will use the crane or booms when moving or working on smaller doors, forms, ladles, etc. Awkward or unbalanced objects may be assigned to the Iron Workers when safety is an issue. When questions arise, work will be assigned by construction Superintendent. Power rigging is the work of the ironworkers on the inside and out.

15.04 When composite crews are utilized, the crew shall be maintained until the work is completed unless efficiency directs the crew be reduced.

ARTICLE XVI – FOREMAN

16.01 The selection of Craft Foreman or Craft General Foreman, over workmen of their respective crafts, shall be entirely the responsibility of the employer.

16.02 There shall be no restriction as to the employment of Foreman or Pushers. The employer may employ on one piece of work as many Foreman or Pushers as in his/her judgment is necessary for the safe, expeditious and economical handling of same.

16.03 When three (3) or more Foremen are employed on a project, one (1) shall be employed as General Foreman.

ARTICLE XVII – TOOLS

- 17.01 Employees employed on ornamental or structural work shall furnish their own tools. The following list shall be construed as minimum requirements:

ORNAMENTAL

1- 12" Hack saw	1- 12" Square
1- Plumb Bob and Line	1- 50' Tape
1- 6' Rule	1- Scriber
1- Divider	1- Ball Peen Hammer
1- Ratchet and Socket	Wrenches (1/2 Drive)
1- 8" Pliers	1- Set open End Wrenches
1- 10" Crescent Wrench	1- Pair Pliers
1- Center Punch	1- Drift Pin
1- Tap Wrench	1- 24" Level
1- 6" Screw Driver	1- 8" Screw Drive
1- 12" Screw Driver	1- Offset Screw Driver
1- Cold Chisel	1- Offset Screw Driver

STRUCTURAL

1- 3/4" Spud Wrench	1- 7/8" Spud Wrench
1- Bull Pin	1- 12" Crescent Wrench
1- 50' Tape	1- Ball Peen or #2 Hammer
1- Belt and Bag	1- 6' Rule

- 17.02 All tools broken by ironworkers in the performance of their duties shall be replaced with top quality tools by the COMPANY.
- 17.03 When tools are stolen from the tool shed or contractor's toolbox, contractors or COMPANY shall be responsible when employee gives contractor or COMPANY list of tools prior to date tools were stolen.
- 17.04 In case of a fire on he job at any time, the contractor or COMPANY shall be held responsible for the loss of mechanics' tools and clothing in such fire when employee gives contractor or COMPANY list of tools and clothing prior to the fire.
- 17.05 When tools are to be checked out or in, it shall be done during working hours.
- 17.06 The COMPANY may terminate an employee who, through negligence causes significant loss of tools to his COMPANY.
- 17.07 On jobs requiring the need of tool room or supply attendants for tools or supplies used exclusively by Ironworkers, these attendants shall be Journeyman Ironworkers.
- 17.08 An employee shall be given ample time to gather and stow all tools before the regular quitting time.

ARTICLE XVIII – WAGES AND FRINGE BENEFIT PROGRAMS

- 18.01 The wage rates for all employees in the bargaining unit covered by this AGREEMENT shall be in accordance with the classification and wage schedules attached hereto as Appendix "A".
- 18.02 The fringe benefit plans covering the employees shall be in accordance with the plans attached hereto and made a part hereof as APPENDIX "B".
- 18.03 The plan covering expenses for out-of-town jobs in effect during the term of this AGREEMENT shall be as set forth in Appendix "C" attached hereto and made a part hereof.

ARTICLE XI – SAFETY PROVISIONS

- 19.01 When the vision of the employee is impaired during the course of erection or hoisting of materials, and an adequate audio signal device is not available, all Ironworkers shall be assigned to act as signalman.
- 19.02 The employer agrees to maintain all equipment in a safe working condition. The employer agrees to make all reasonable provisions for the health and safety of his employees at all times during the hours of employment and all employees shall use safety equipment provided by the employer.
- 19.03 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.
- 19.04 No employee shall be required to work nor shall any employee be discriminated against for refusing to work equipment that is unsafe, or under conditions that are determined unsafe, or fail to comply with all state safety laws and all rules and regulations of the Ohio Department of Labor and Industry relating to safety. SGI, the UNION and each employee will comply with all applicable local, State and Federal statutes and regulations including DOT and OSHA as well as employer's accident prevention and safety rules. Non-compliance by any employee will subject such employee to disciplinary action, including discharge. Union employees will use medical provider selected by SGI for OSHA/DOT required physicals and injury treatment/evaluation. Employee's time will be paid for by SGI for this service. Treatment/evaluation or physicals with a physician other than the SGI provider shall be secured on employee's own time and not reimbursed by SGI.
- 19.05 Under no circumstances shall an employer request an Ironworker employee to work around any type of rig where the boom of such rig will at anytime in the operation come nearer or within ten (10) feet to any high voltage power line, until the proper safety precautionary measure have been taken to cover said power lines in a manner to avoid contact of the boom to the power line.
- 19.06 Employers shall furnish Ironworkers while engaged in welding activity all protective equipment and safety equipment such as welders' gloves, welding hoods, leather sleeves and jacket, provided, however, each employee shall be responsible for all protective equipment/clothing

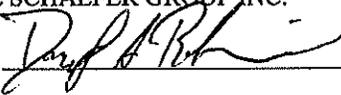
furnished and will be furnished replacement equipment/clothing only upon return of the equipment/clothing previously furnished.

- 19.07 Each employee will be required to wear "steel toe" shoes at all times while working. Each employee will be given a \$100.00 annual allowance toward the cost of such shoes. This allowance shall be paid upon completion of the probationary period for new employees and on the employee's anniversary date for employees with a year of seniority.
- 19.08 Steel cable and chains will be used in rigging.
- 19.09 The employee may be designated to act as safetyman of the Ironworker employees on all jobs and shall refer to the employer any and all hazards on the job; such hazards shall be remedied to comply with the State safety code.
- 19.10 No employee shall be permitted to weld, burn, grind or chip, unless equipped with the proper safety devices to perform such work.

ARTICLE XX - DURATION OF AGREEMENT

- 20.01 This AGREEMENT shall be effective from 12:01 AM, **June 1, 2019**, to continue in full force and effect through 12:01 AM, **May 31, 2021**, and for yearly periods from year to year thereafter, unless either party shall give the other written notice of intention to terminate, modify or amend this AGREEMENT. Not more than eighty (80) or less than sixty (60) days prior to the expiration date or the end of any yearly extension period.

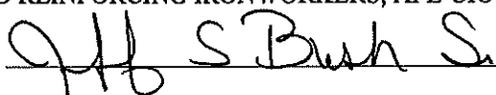
THE SCHAEFER GROUP INC.

BY: 

BY: _____

BY: _____

IRONWORKERS LOCAL UNION #290
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL,
AND REINFORCING IRONWORKERS, AFL-CIO

BY: 

BY: _____

BY: _____

APPENDIX A
RATES OF PAY AND JOB CLASSIFICATIONS

A1.01 The following wage rate shall be applicable during the term of this AGREEMENT:

June 1, 2013	WAGE	H&W	PENS	APPR.	TRAINING	ANNUITY	TOTAL
Journeyman	29.23	8.20	9.50	.60	.05	4.00	51.58

SPECIAL NOTICE: ***THE FOREMAN RATE SHALL BE \$2.00 PER HOUR ABOVE THE JOURNEYMAN RATE.***

THE GENERAL FOREMAN RATE SHALL BE \$3.00 PER HOUR ABOVE THE JOURNEYMAN RATE.

FUTURE INCREASES:

- * May 31, 2020 – 1.00 Wage Increase***
- * May 31, 2021 – Contract Negotiations***

Deductibles From Pay: 6% Of Gross Wages – Dues Checkoff Fund
\$.10 Per Hours Worked – Building Trades

(A) If Ironworkers from “out of 290 Jurisdiction” are working on the same job, and their wage rate is higher than the wage rate for 290 Ironworkers, then 290 Ironworkers will be paid the higher rate.

(B) Ironworkers shall be paid in accordance with the following schedule:

- 1st year apprentice 60% of computed Journeyman’s rate specified above
- 2nd year apprentice 70% of computed Journeyman’s rate specified above
- 3rd year apprentice 80% of computed Journeyman’s rate specified above
- 4th year apprentice 90% of computed Journeyman’s rate specified above

A1.02 At any time during the life of the collective bargaining agreement and with sixty (60) days prior notice, the UNION may direct money from the base wage rate or scheduled wage increase into existing fringe benefits.

A1.03 All work performed by employees in the bargaining unit outside the Plant facilities of the COMPANY in Beavercreek, Ohio, shall be performed in accordance with the terms and conditions set forth in the appropriate (including Light Commercial or Market Recovery, if applicable) area Ironworker-Contractor Association Agreement if in effect in the geographic area where such work is being performed. Before commencing any such work outside the geographic area covered by the Local Union signatory hereto, the Company shall execute the appropriate agreement. It is agreed that the practice of the COMPANY in working a composite crew composed of Ironworkers, Carpenters, Bricklayers and Laborers on field work may be continued

Ironworkers, Carpenters, Bricklayers and Laborers on field work may be continued and that the COMPANY also has the right to secure employees from the Local Union in the area where the work is being performed, as determined by the COMPANY, to augment its field work force.

- A1.04 The wage rates set forth above are minimum rates. The COMPANY reserves the right to grant merit wage increases without changing the rate for any other employee in the same job classification.
- A1.05 It is agreed that so long as any employees are employed in the bargaining unit covered by this AGREEMENT, at least two (2) of such employees shall be classified as either Journeyman Ironworkers.
- A1.06 Ironworker Foreman or Ironworker General Foreman. The third Ironworker employed shall be an Apprentice Ironworkers. When four or more ironworker Journeyman Ironworkers (including Foreman and General Foreman) are employed, two (2) apprentices may be employed.

The Union guarantees that it will furnish Ironworkers Apprentices so that the ratio of two (2) Ironworkers Apprentices are working, if requested, for each four (4) Ironworker Journeymen (including Foremen and General Foremen) employed. In the event the Union is not able to meet this guarantee, the following procedure shall be followed:

- (1) The Union will furnish a qualified Apprentice or qualified Journeymen, as requested.
- (2) The Journeyman furnished by the Union will be paid the applicable Journeyman rate by the Company.
- (3) The company will notify the Union, in writing, when payment of the Journeyman rate is made, and invoice the Union for forty percent (40%) of the wage rate paid.
- (4) Within ten (10) days in calculating the Journeyman hourly rate for purposes of this calculation, the actual hourly rate paid plus all employer paid wage based taxes shall be deemed wages paid.

APPENDIX B FRINGE BENEFIT PLANS

- B1.01 During the term of this Agreement, the following fringe benefit contribution amounts shall be in effect: 100% of the outside Ohio Association of Ironworkers Employers rate for health and welfare, and pension.

- B1.02 \$.60 per hour will be paid into Apprentice Fund.**
B1.03 \$.05 per hour will be paid into Training Fund.

APPENDIX C
EXPENSES FOR OUT-OF-POCKET JOBS

C1.01 Traveling Expenses

1. Up to approximately 65 miles from Dayton, the expenses money per day for each workman will be paid per the marked map.
2. For jobs that are farther away than the outer circle on the map, each workman will be paid Thirty Dollars (\$30.00) per day, plus motel expense (within reason).
 - A. The Thirty Dollars (\$30.00) per day is intended to help offset the cost of meals when out of town and may be paid on a partial day basis when appropriate.
3. The salesman for the job will name the mileage and travel hours to and from work.

C1.02 Motel

1. If possible, the salesman will name the motel on the job write-up.
2. Motel reservations will be made by the Salesman when possible.
3. There are to be two (2) men per room.
4. Payment to the motel will be made by the use of credit card to be furnished to the crew leader.

C1.03 Receipts

1. The workman must turn in a receipt for motel, plane tickets, car rental, etc., in order to be reimbursed.

C1.04 Mileage

1. If a workman is requested to drive his/her own private vehicle to the job site, the Employer will pay him/her Thirty Cents (\$.35) per mile, based on one (1) round trip per week.
2. If it is not an overnight job, at least three (3) men are expected to ride in one (1) vehicle.
3. If more than three (3) workmen are set to the same job and a large vehicle is not, then mileage will be paid on two (2) people. These two (2) mileages paid should provide transportation for up to six (6) workmen.

C1.05 Hourly Travel Rate

1. Each workman will be paid Twelve Dollars (\$12.00) per hour for traveling to and from jobs that are outside the outer circle on the attached map.
 - A. This Twelve Dollar (\$12.00) rate is in effect for all travel done outside normal regular work hours no matter what time of day the traveling is done, no matter which day the traveling is done, and no matter which vehicle you are driving.

MISCELLANEOUS

1. Extenuating circumstances will be discussed with workmen ahead of time.
2. The basic requirements for the RB&T pay system is that the, workmen be on the job for at least their normal eight (8) hour day, unless there are some specific exceptions.

Amendments pertaining to IMPACT contributions and the Organizing Fund for Outside and Regional Local Unions Only which read as follows:

"ARTICLE XVI, SOURCES OF REVENUE, SECTION 2c

Sec. 2c. Each Outside and Regional Local Union 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. The Fund may be used to defray the cost of research, education, legal, administrative, and political support to assist in organizing. The General Executive Board shall provide rules and regulations governing the administration of the Fund."

"ARTICLE XXI, LOCAL UNIONS, SECTION 28b

Agreements and Working Rules

Sec. 28b. Each Local Union shall, after receiving the approval of the General Executive Board, notify, in writing, their fair employers and contractors in their jurisdiction not less than sixty (60) days in advance of any proposed new agreement and working rules and when requesting the aforementioned approval of the General Executive Board, the Local Union shall submit two (2) copies of its proposal, which shall not be submitted to their employers until same as been approved by the General Executive Board. The final draft of all new agreements and working rules and/or the final draft of all changes in existing agreements and working rules shall be submitted to and approved by the General Executive Board before they are signed by the officers of the Local Union, and any such agreement or working rules or amendments thereto which have not been approved by the General Executive Board shall have no binding force or validity. All agreements in the craft jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers shall include mandatory participation language for the Ironworkers Management Progressive Action Cooperative Trust (IMPACT) to be paid at the rate of five-eighths of one percent (5/8 of 1%) of the applicable hourly journeyman wage rate for each hour worked by Outside and Regional Local Unions. The General Executive Board shall not approve any agreement that does not include the above contribution to IMPACT. Local Unions which fail or refuse to comply with the provisions of this Section or Section 28d or that violate an agreement after approval of same by the General Executive Board will be subject to the forfeiture of their charter, and the officers or members of Local Unions violating the provisions contained in this Section or Section 28d shall be subject to charges and, after trial, such penalty as the General Executive Board may deem proper."

**"ARTICLE XXIX, SPECIAL PROVISIONS GOVERNING REGIONAL LOCAL UNIONS ONLY,
SECTION 11**

International Ironworkers Organizing Fund

Sec. 11. Each Regional Local Union shall pay an International Supplemental Per Capital 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 Organizing Fund in accordance with the provisions of Article XVI, Section 2c of the International Constitution."

Any other references in the International Constitution pertaining to these subjects will be amended to reflect the changes above.

The amendments set forth above shall become effective January 1, 2017 in accordance with the action of the Convention Delegates at the 43rd International Convention. No ratification vote is necessary or should be taken by the membership of any local union with respect to the action taken by the delegates amending the above quoted Articles and Sections of the International Constitution.