

AGREEMENT

between



LOCAL UNION NUMBER 550

of the

INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING
IRONWORKERS

and

THE STRUCTURAL CONTRACTORS
AND INDEPENDENT EMPLOYERS

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**AGREEMENT BETWEEN
THE STRUCTURAL CONTRACTORS
AND INDEPENDENT EMPLOYERS
AND
LOCAL UNION NUMBER 550
of the
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL,
ORNAMENTAL, AND REINFORCING IRONWORKERS
(Stark, Wayne, Tuscarawas, Coshocton, Carroll,
Holmes, Richland and Ashland Counties
and portions of
Columbiana, Huron, Mahoning, Medina,
Portage and Summit Counties).**

Termination Date April 30, 2019

This Agreement is made and entered into the first day of May, 2013, by and between the Structural Contractors and Independent Employers for the geographical area indicated below (hereinafter referred to as the "Employer") and Local Union 550 of the International Association of Bridge Structural; Ornamental and Reinforcing Iron Workers (affiliated with the AFL-CIO hereinafter referred to as the "Union").

Wage rates, fringe benefits, conditions, etc., as set forth in this Agreement shall be applicable on all types of construction projects within the geographical jurisdiction of IronWorkers Local Union No. 550, Canton, Ohio, which includes but is not limited to the construction of industrial and commercial buildings and all types of heavy and highway construction projects such as bridges, dams, sewage disposal plants, water treatment plants, airports, hydro electric plants, etc.

The Union may extend this Agreement, without alteration or deletion of any provision or terms, to any Structural Contractor or Independent Employer.

TERM OF AGREEMENT

Section 1. Three-year agreement – May 1, 2016 to April 30, 2019

PREAMBLE

Section 2. This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employer and the Union in this trade and to prevent waste, unnecessary and avoidable delays, and expense and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon; also, that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and conditions and, further, the establishment of the necessary procedures by which these ends may be accomplished.

RECOGNITION CLAUSE

Section 3. The Employer agrees and acknowledges that the Union represents an uncoerced majority of the Ironworkers employed by the Employer and acknowledges and agrees that there is no good faith doubt that the union has demonstrated that it has been authorized to, and in fact does, represent a majority of such employees. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit and described herein with respect to wages, hours of work and other

terms and conditions of employment.

CRAFT JURISDICTION

Section 4. This Agreement shall cover and include but is not limited to the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and non-ferrous metals; erection and detailing of precast I-beam, box beam, boxes and culverts, prestressed and poststressed concrete structures, as well as the handling, cleaning, erecting, installing and dismantling of all machinery and equipment, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal surfaces; aprons, aqueducts, awnings, bar-joint, blast furnaces, book stacks, ball mills, boilers (sectional water tube, and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling, chutes, clips, cofferdams concentrators, conveyors of all types and their supports, coolers, coping, corbels, corrugated sheets when attached to steel frames; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal); as well as "Trusdeck," Mahon "M" deck and other dual purpose type roof deck), the erection of light gauge metal framing, derricks, docks, domes, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, expansion joints in bedded and non-in bedded, fascias, false work, fans, fence and ornamental fence, fending, fire escapes, fins, flag poles, floor construction and flooring, flumes, frames, frames in support of boiler, fronts, fur rooms, gates, the handling and installation of pulleys, gears, sheaves, fly wheels and gear drives applied to motors, belts, chains, legs, guards, bin valves, bearings, grating composite or otherwise, grillage and foundation work, grill work,

guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joints (precast, prestressed and poststressed), kalomeined doors, kilns, lintels, lockers, locks, louvers, machinery (moving, hoisting, lowering, leveling and placing on foundations), anchor bolts for structural members and for machinery, and the placing, leveling and bracing for these bolts, making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; metal curtain wall; window wall, glass metal decking, metal culverts, metal forms and false work pertaining to concrete construction, the fabrication, installation and fastening of all stay-in-place forms, metal furniture, metal windows and enclosures, mixers, monorails, multi-plate, installation of nelson studs, operating devices, ovens, pans, panels (insulated and non-insulated, factory and field assembled), pen stocks, pile drivers, plates, porcelain enameled panels, prefabricated metal building, post-tensioning, bonded and unbonded, pulverizers, racks, railings (including pipe), railroad bridgework and maintenance, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, the assembling and setting of all seats in theatres, churches, stadiums, schools grandstands, auditoriums and other buildings, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, smoke conveyors, spandrels, metal and precast concrete, spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtains, stairways, the complete laying-out, fabrication and erection of stairs, stokers, storage rooms, stoves, subways, sun shades, tables, towers, tanks, tracks, tramways, travelers, traveling sheaves, all types of plastic, and fiberglass and metal sheeting and siding; trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, welding and

burning, wire work; wrecking and dismantling all of the above and all housesmith work and submarine diving in connection with or about the same.

The handling and erection of all fiber reinforced "composite" products such as fiberglass reinforcing bars for structural, architectural and non-conducting concrete; ceramics, fiber reinforced plastics, polymers, vinyls and similar materials commonly referred to as "Composites" used to produce stair stringers, treads and risers, platform and floor grating, handrails, structural framing, cables and all other products which traditionally have been made of iron, steel, aluminum, bronze, brass, copper, graphite, titanium and the other normal construction metals to achieve corrosion free, high dielectric, anti-magnetic' non-conductive requirements as required by the designers calculated performance and function of the products.

JURISDICTION

Section 5. All tuggers, forklifts, air compressors, packing systems, lift systems, gantry systems, welding machines, power equipment, tie guns, stud welders, rough terrain telehandlers and man-lifts are tools of the trade, and the operation thereof should be considered to be within the work jurisdiction of the union.

It is agreed that the jurisdiction of work covered by the Agreement is that provided for in the Charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural and Ornamental Ironworkers, it being understood that the claims are subject to trade agreements and final decisions of the AFL-CIO. Disputes arising under this provision are subject to Section 36, Settlement of Disputes.

LETTERS OF VERIFICATION

Section 6. It is agreed that all Employers who are parties to this Agreement, and who employ Ironworkers within the jurisdiction of Local 550, shall make every effort to and will furnish Local 550 with signed letters on the letterhead of the Employer clearly stating that the Employer has employed Ironworkers and paid the negotiated scale of wages on any and all jobs in which the contractor has performed with ironworkers. The letter shall include a detailed description of the work performed. The letter shall be supplied to the Union by the contractor within ten (10) days of request.

MANAGEMENT RIGHTS

Section 7. The Union recognizes the right of a hiring Contractor on any particular project to hire new employees; to promote and transfer employees; to suspend, demote, discipline and discharge employees for just cause; when required, to lay off employees because of lack of work; and generally to control and supervise all operations and to direct its working forces; provided, however, that none of the foregoing conflict with the terms and provisions of the within Agreement.

HARASSMENT POLICY

Section 8. The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. This includes sexual harassment and unwelcome jokes or comments, sexual advances, requests for sexual favors, unwanted touching or other verbal or physical contact of a sexual nature. Every person working under this Agreement shall immediately notify the Employer when a problem happens or exists.

EQUAL OPPORTUNITY

Section 9. The Employer will not engage in any hiring or employment practices or policies which discriminate on the grounds of race, color, religion, national origin, ancestry, age, sex or disability and likewise. The Union agrees its practices and policies will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, sex or disability. The parties agree to affirmatively cooperate in the implementation of the policies covering Equal Employment Opportunities.

UNION SECURITY

Section 10. All employees who are members of the International Association of Bridge, Structural and Ornamental Iron Workers on the effective date of this Agreement shall be required to remain members of the Association in good standing as a condition of employment during the term of this Agreement. All employees shall be required to become and remain members of the Association in good standing as a condition of employment from and after the eighth day following the dates of their employment, or the effective date of this Agreement, whichever is later.

TERRITORY

Section 11. The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 550, which extends halfway to the nearest outside Local Union of the International Association of Bridge, Structural and Ornamental Iron Workers which includes: Stark, Carroll, Tuscarawas, Coshocton, Ashland, Holmes, Richland, Wayne Counties and portions of Columbiana, Huron, Mahoning, Medina, Portage, and Summit Counties.

The territorial jurisdictional boundary line between Local Union

No. 17, Cleveland, Ohio and Local Union No. 550, Canton, Ohio will be determined as follows:

All territory north of the Old Rt. 224 line to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio.

All territory south of the Old Rt. 224 line is to be within the jurisdiction of Local Union No. 550, Canton, Ohio except for everything within the City limits of Barberton, Ohio which shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

The Old Rt. 224 line is defined according to the Map made by Commercial Survey Company, 205 Caxton Building, 812 Huron Rd., Cleveland, Ohio 44115, Phone (216) 771-3995.

WORK HOURS PER DAY

Section 12. Eight (8) hours shall constitute a day's work, from 8:00 a.m. to 5:00 p.m., Monday through Friday, inclusive. Noon hour may be curtailed by agreement with the men on the job and the Employer or his representative.

The Employer, at its option and after agreement from the Business Manager, may institute a weekly work schedule of four (4) ten-hour days. Notwithstanding any other provisions of this Agreement, and to the extent permitted by law, such schedule shall be worked at straight time only. Overtime shall be paid at the rate of time and one half for all hours worked in excess of ten (10) in any one work day and at the rate of time and one half in excess of forty (40) hours worked. The Employer shall have the option of scheduling a make-up day on Friday, to be worked at straight time rates (up to forty (40) hours).

If work is scheduled on Friday, it will be for a minimum of eight (8) hours. Once this agreement is implemented it shall last for the duration of the job, provided conditions warrant.

If the other basic crafts employed on a project by the contractor on the same project receive overtime rates for the ninth and tenth hours, employees covered by this agreement also will receive the overtime rates.

Employees who work sixteen (16) consecutive hours (lunch periods included) shall be given eight hours off before returning to work. If such an employee does not receive eight (8) hours off prior to being scheduled to work the next shift, that employee shall be paid at the rate of one and one-half times (1½) the straight time rate of pay in this Agreement. If an employee is scheduled to work on a Sunday or holiday without having eight (8) hours off as referenced above, the employee shall be paid at two (2) times the regular rate of pay under this Agreement. Supervisors, foremen and stewards who work sixteen (16) consecutive hours (including lunch periods) shall have a minimum of six (6) hours off prior to being scheduled for the next shift. The premium rates referenced above shall apply to such supervisors, foremen and stewards. Supervisors shall provide adequate notification to the Employer prior to scheduling another shift.

Changes in work hours per day in special cases, not however to exceed an eight-hour day, may be made to meet special conditions upon application to and approval of the General Executive Board.

Section 13. When shifts are employed, the first shift will be paid eight (8) hours pay at the applicable rate for eight hours work. The second shift will be paid eight (8) hours pay at the applicable rate, plus the applicable shift additive of \$.25 for 7-1/2 hour work. The third shift will be paid eight (8) hours pay at the applicable rate, plus the applicable shift additive of \$.25 above

second shift for 7 hours work. All shift work performed on Saturday will be paid the overtime rate of 1-1/2 times the straight time rate. All shift work performed on Sunday and holidays will be paid the rate of 2 times the straight time rate. On all shift work performed on Saturday, Sunday or holidays, the applicable overtime rate shall start with the beginning of the first or "morning shift". No more than one (1) shift shall be allowed on a job of less than five (5) days duration except in cases of an emergency, which shall be decided by the General Executive Board. In localities where the workdays are less than eight (8) hours per day, the hours on shift work shall be shortened proportionately.

OVERTIME AND HOLIDAYS

Section 14. All hours performed in excess of the eight hour work day, Monday through Friday, and all hours worked on Saturday shall be paid at one and one half (1 1/2) times the straight time rate. All work performed on Sundays and holidays shall be paid at the double time rate, but not to exceed double the straight time rate of pay. No work shall be performed on Labor Day except to save life or property.

The following holidays shall be observed: Christmas Day, New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, the day after Thanksgiving and Labor Day. If any of the holidays as defined in Section 6 fall on a Sunday, such holiday shall be observed on the following Monday. The Day after Thanksgiving will be considered the floating holiday to coincide with the floating holiday in the National Maintenance Agreement.

WAGE RATES

Section 15.

| <u>Classifications</u> | <u>5/1/16</u> | <u>5/1/17</u> | <u>5/1/18</u> |
|--|-------------------------------|---------------|---------------|
| Journeyman Rate | \$27.20 | \$27.85 | \$28.50 |
| Tier 2 General Foreman/ Superintendent- | \$3.50 above designated scale | | |
| Tier 1 General Foreman/ Superintendent- | \$2.50 above designated scale | | |
| Tier 2 Foreman | \$2.50 above designated scale | | |
| Tier 1 Foreman | \$1.50 above designated scale | | |

(Ironworkers Classifications are as follows: Structural, Ornamental, Reinforcing, Machinery Mover, Rigger, Machinery Erector, Welder, Sheeter, Fence Erector)

Contractor Contributions (based on hrs worked)

| | <u>5/1/16</u> | <u>5/1/17</u> | <u>5/1/18</u> |
|------------------------------|---------------|---------------|---------------|
| Medical | \$6.08 | \$6.08 | \$6.08 |
| Pension Fund | \$8.17 | \$8.17 | \$8.17 |
| Security Fund | \$2.73* | \$2.73* | \$2.73* |
| Apprenticeship | \$.69 | \$.70 | \$.71 |
| Local JIW Upgrading | \$.15 | \$.15 | \$.15 |
| Health Reimbursement Account | \$.75 | \$.75 | \$.75 |

* Contribution rates may increase to those accepted by the Security Plan and elected by the employee. The Union and the Employer incorporate into this Agreement, by reference, the Memorandum of Understanding regarding HRAs entered into by the Parties dated April 12, 2012.

Employee Payroll Deductions

| | |
|----------------------|-------------------|
| Building Trades Fund | \$.10 hrs. worked |
| Union Assessment | 6% of gross wages |
| Political Action | \$.05 hrs. worked |
| IMPACT | \$.27 hrs. worked |
| Building Fund | \$.05 hrs. worked |
| Activities Fund | \$.05 hrs. worked |

Fringes will be paid at the straight time rate for all hours worked, whether straight time, overtime, or premium time.

APPRENTICES

Section 16. One (1) apprentice shall be permitted for four (4) journeyman ironworkers. On the spinning of cable on a suspension bridge one (1) apprentice shall be permitted for one (1) journeyman. One (1) qualified apprentice shall be permitted for one (1) journeyman for ornamental work. One (1) qualified apprentice shall be permitted for two (2) journeymen for reinforcing work. The ratio of apprentices to journeymen may be adjusted higher on a job-to-job basis with the approval of the business manager and/or business agent.

Notwithstanding any other provision in this Agreement, on roadway signage and sound barrier work, the ratio of Apprentices to Journeymen shall not exceed two (2) Apprentices to one (1) Journeyman.

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the agreement between the Employer and Union.

The Union shall notify the employers of the status of all apprentices when sent to the Employer for employment, including the apprentice rate to be paid and the training status of the apprentice. Apprentices shall be paid in accordance with rates established by the Joint Apprenticeship Committee of Ironworkers Local 550.

All employers shall pay \$.69 per hour effective May 1, 2016, \$.70 per hour effective May 1, 2017 and \$.71 per hour effective May 1, 2018 for each hour worked by an ironworker to the apprenticeship fund. It is agreed that a trust agreement shall be established for said apprenticeship fund and there shall be three (3) trustees appointed by the employers and three (3) trustees appointed by Local Union No. 550.

Apprenticeship Day Program – When an apprentice is scheduled to report to school, he/she will be laid off by the contractor, so he/she can collect unemployment for the week while at school. When the apprentice is laid off to attend school during that week period, that apprentice will be replaced for that week by another apprentice that is laid off to ensure that the apprentices shall be rotated and trained in all facets of the ironworking trade. If the apprentice's job is still in progress, he is to return to that job if economic conditions warrant. Instructors shall also be laid off, with the understanding that they will report back to work when their week teaching is completed. This policy will be enforced by the discretion of the Business Manager or Business Representative in conjunction with the Employer.

The parties signatory hereto agree to establish a Joint Apprenticeship Committee in accordance with the provisions of the "Iron Workers Apprenticeship and Training Standards" as contained in Section 1, Article XXIII of the International Constitution. Said Committee shall formulate and operate an

Apprenticeship Program in the local area in conformity with said standards.

APPRENTICESHIP TERMINATION

Section 17. The employer shall notify the union hall when an apprentice is terminated and the reason for such action.

JOURNEYMAN UPGRADING

Section 18. The Employers signatory to this Agreement agree to contribute \$.15 per hour effective May 1, 2016 to the Local 550 Journeyman Upgrading Fund. This fund will be utilized primarily for safety training, such as Sub Part R, OSHA 30-hour, etc. Once adequate funds have been accumulated, it is mutually agreed between the contractors and union that all working members will be required to complete an OSHA 30-hour safety course.

IMPACT CONTRACT CLAUSE

Section 19. In addition to the per hour wage rate, the Employer shall contribute three quarters of one percent (3/4 of 1%) of the applicable hourly journeyman wage rate for each hour worked to Ironworkers Management Progressive Action Cooperative Trust (IMPACT), 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 determination was rendered under the initial name of the Trust which was the Employers Responsive Educational Cooperation Trust of North America. The general purposes of the Trust include the improvement and development of the union ironworking industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust agreement, policies and resolutions.

The three quarters of one percent (3/4 of 1%) contribution by the Employee shall be in lieu of any and all contractual requirements for contributions by the Employer to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry. In addition, the Union and Employer shall become bound to IMPACT's Drug and Alcohol Screening Policy and Procedure or equivalent program and any amendments or modifications thereto.

BENEFIT PROGRAMS

Section 20. It is hereby understood by all parties that any time, upon thirty (30) days notice, the Union may divert any or all of the established wages from the envelope into any employee's benefit plan or other program.

The Union shall also have the option of reducing or terminating the cost of any fringe benefit plan (consistent with existing law), effective May 1 of any year, with a 90-day notice prior to that date. In such cases, the money reverts back to the employee's wage rate.

PIECEWORK

Section 21. 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 to pay, and the employees will not accept, a bonus for a specific performance on any individual job.

ME TOO CLAUSE

Section 22. Any employer paying a journeyman ironworker above the journeyman's pay scale established by Local 550 and while working in the jurisdiction of Local 550 shall be required to pay all journeymen that same rate of pay. This will apply to that job only until the rate of pay is adjusted to the normal scale of wages as set forth by Local 550's Collective Bargaining Agreement. (This section does not apply to Superintendents, General Foremen, Foremen and Apprentices)

WORK LIMITATIONS

Section 23. There shall be no limitation placed on the amount of work to be performed by any workman during working hours.

WORKING ASSESSMENT DEDUCTION OF LOCAL NO. 550

Section 24. The Employer agrees to deduct from an employee's gross wages six percent (6%) as a dues assessment, provided the employee has individually authorized in writing such deduction.

The Employer will pay such deductions made from the employee's gross wages to the Union once each month not later than the fifteenth (15th) of the month for the preceding month's deductions.

PAYDAY

Section 25. 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. All Employees shall complete and submit to the Employer all federal, state and local tax forms before commencing work.

If any employee is laid off on Monday-Thursday, the employee shall receive his/her paycheck no later than 5:00 p.m. on the next business day following the layoff. The paycheck may be picked up by the employee by 5:00 p.m. on that next day or may be mailed to the employee by the Employer by 5:00 p.m. on the next day. If an employee is laid off on a Friday, the employee will receive his/her paycheck for eight (8) hours of work on that Friday. If any overtime is worked on that Friday the overtime paycheck shall be mailed to the employee by 5:00 p.m. on the next business day. The above provisions shall not apply to outages, shutdowns and turnarounds. For outages, shutdowns and turnarounds, all employees that are laid off shall receive their paychecks in full on the day of the layoff. The Union Business Agent and Employer may enter into Agreement on a job basis if the layoff occurs on Saturday or Sunday the employees can be paid the following Monday. When employees quit on their own accord, they shall wait until the regular payday for wages due them.

When an employee is laid off or discharged, the Employer shall give the employee a termination slip stating the reason for such termination and shall include the correct name and address of the Employer and dates of employee's employment. It is understood the termination slips to be filled out will be furnished by the Union with a duplicate copy for the Employer.

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 identifying the Employer, showing the total earnings, the amount of each deduction, the purpose thereof, and net earnings.

Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare a payroll, not to exceed three (3) days.

In the event that the bank or financial institution, from which an Employer issues its payroll check, refuses to honor such check due to non-sufficient funds, the Employer shall, within twenty-four (24) hours after being advised that such check has been refused, issue to the Employee involved full payment in cash, money order and, as a penalty, twenty percent (20%) of the gross amount of such check. This penalty shall not apply if the employee does not attempt to cash or negotiate a payroll check within thirty (30) days of receipt.

Upon agreement by affected employees, the Employer may establish a Direct Deposit program for payroll checks.

FRINGE BENEFIT PLANS

Section 26.1 Except as otherwise provided in this contract, increases for the fringe benefits will be effective May 1, 2016, May 1, 2017 and May 1, 2018.

Section 26.2 The Employer and the Union each agree that employers and employees will contribute equally up to five cents (\$.05) per hour, between May 1, 2016 and April 30, 2017, for any required contribution increases to the employee benefit plans referenced in this Agreement. If advised by the Trustees of the employee benefit plans that additional contributions are necessary

during the period May 1, 2017 through April 30, 2018, the Employer and employees shall contribute equally up to \$.05 per hour for these required contributions. If advised by the Trustees of the employee benefit plans that additional contributions are necessary during the period May 1, 2018 through April 30, 2019, the Employer and employees shall contribute equally up to \$.07 per hour for these required contributions.

Section 26.3 Medical Fund

A. Commencing with the payroll following the date hereof all Employers agree to pay six dollars and eight cents (\$6.08) per hour for all employees covered by the Agreement to a Medical Fund. The contribution of the Employers shall be used exclusively to provide group life insurance, accidental death and dismemberment insurance, medical expense insurance, and temporary disability benefits to eligible employees and their families in such form and amount as the Trustees of the Medical Fund may determine and the organization and administration expenses of the Medical and Benefit Plan. In addition to the above hourly contribution, the Employer shall contribute \$0.75 per hour for all employers covered by this Agreement to a Health Reimbursement Account.

B. The said Medical and Benefit Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of Law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto shall be considered as part of the Agreement as though set forth here at length.

C. Monthly reporting forms shall be supplied to the Employer by

the Medical and Benefit Office. Forms shall be completed in accordance with instructions from the Medical and Benefit Office. The completed original and one copy of the reporting form shall be mailed to the Medical and Benefit Office with payment. The Medical and Benefit Office shall mail one copy of the report form bearing date of receipt, to the Business Agent.

D. The Monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the Medical and Benefit Office on or before the 15th day of the following month.

Section 26.4 Pension Plan

Commencing with payroll following the date hereof all Employers agree to pay eight dollars and seventeen cents (\$8.17) per hour for all hours worked, for which the Employers pay for all employees covered by the Agreement to a pension fund. The contribution of the Employers shall be used exclusively to provide for a pension plan set up by the Trustees and administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union and shall conform to all requirements of the law. A copy of said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth. Monthly reporting contribution sheets will be sent each month to the Employer who shall fill out and send to the Fund Office not later than the 15th of the following month they are due. If they are postmarked later than the 15th a penalty is provided. The monthly contribution period and report shall end with and include the last full weekly pay period of the month.

Section 26.5 Security Fund

Commencing with the payroll following the effective date of this Agreement, all Employers agree to pay Two Dollars and seventy-three cents (\$2.73) per hour for all hours worked by employees covered under this Agreement to the Ironworkers Local No. 550 Security Fund, which Fund was established under an Agreement and Declaration of Trust executed by representatives of Local No. 550 and representatives of the Employer. The Trustees of the Security Fund shall establish a Reserve Account within the Fund, which shall be segregated from the other assets of the Fund and appropriately invested by the Trustees. The assets and earnings of the Reserve Account shall be utilized to collect and recover delinquent contributions from employers and to ensure, to the extent possible, that participants in the Fund, and their beneficiaries, do not suffer losses from the failure of employers to make required contributions to the Fund. The Employers agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust and any plans adopted to implement that Trust. The Agreement and Declaration of Trust, and any amendments thereto, shall be considered a part of this collective bargaining agreement as though full set forth herein.

Monthly reporting contribution sheets shall be sent each month to the Employer. The Employer shall complete and forward these reporting forms to the Fund Office no later than the 15th of the following month. If they are postmarked later than the 15th of the month, a penalty may be imposed. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. The Trustees may, from time to time, change the manner in which contributions to the Fund shall be made.

If an Employer fails to make contributions to the Security Fund

within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision of the collective bargaining agreement to the contrary notwithstanding. The Employer shall be liable for all cost incurred by the Union in collecting the payments due, including attorney's fees and accountant's fees or penalties which may be assessed by the Trustees. The Union shall not be required to exhaust the grievance or arbitration procedures contained in this Agreement in order to bring a delinquent Employer in compliance with this Section. If an employer is delinquent in making contributions, the no-strike clause contained in this agreement shall have no application to any work stoppage that results from the Employer's refusal or failure to make such contributions.

Section 26.6 Deduction Building and Construction Trades Council

Each Employer shall withhold from each employee the sum of ten cents (.10) for each straight-time hour worked and ten cents (.10) for each overtime hour worked. This ten cents (.10) will be shown on the Fringe Benefit Fund form provided by the Union to the Employer.

Section 26.7 Non-applicability of No-Strike Clause

If an Employer is delinquent in making any contributions required by this Agreement, the no strike clause contained in this Agreement shall not prohibit nor have any application to any work stoppage that results from the Employer's failure or refusal to make such contributions.

REPORTING FOR WORK

Section 27. When an employee is ordered by the Employer or his representative to report for work and does report for work, but through no fault of the employee is not put to work, the Employer shall pay him for two (2) hours time provided the employee remains on the premises and on call during the two (2) hour period following the scheduled starting time; should, however, the employee refuse to work where weather conditions permit work to begin, such refusal shall waive the employee's right to show up time pay provided for him. Inclement weather conditions that do not permit work to begin will be determined by a representative of the Employer and a representative of the Union.

FOREMEN

Section 28. When two (2) or more employees are employed, one shall be selected by the Employer to act as foreman and receive a foreman's wage and the foreman is the only representative of the Employer who shall issue instructions to the workmen.

When an out of town contractor brings in a foreman and the job requires another foreman, the second foreman will be a member of Local Union No. 550, providing he can do the work. Thereafter, every other foreman will be a local member. When there is more than one (1) foreman working for an Employer that is not part of the Structural Contractors and Independent Employers group, the foremen and supervisors employed by such contractor shall not exceed the foremen and supervisors provided by Local 550.

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

Foreman Scale – Two-tier system - All Tier 1 foremen working in the jurisdiction of Local No. 550 shall receive one dollar and fifty cents (\$1.50) per hour above journeyman's rate. All Tier 2 foremen working in the jurisdiction of Local No. 550 shall receive two dollars and fifty cents (\$2.50) per hour above journeyman's rate. All Tier Two Foremen working in the jurisdiction of Local 550 shall receive Two Dollars and Fifty Cents (\$2.50) per hour above the Journeymen's rate of pay. To be eligible for the Tier Two Foremen rate, an Employee must have completed the following training: first aid/CPR, foreman training, thirty hour OSHA, certified rigger, scaffold user training/builder, manlift, forklift and Graydall telehandler. All Tier 1 general foremen/superintendents working in the jurisdiction of Local No. 550 shall receive one dollar (\$1.00) per hour above Tier 1 foreman's rate. All Tier 2 general foremen/superintendents working in the jurisdiction of Local No. 550 shall receive one dollar (\$1.00) per hour above Tier 2 foreman's rate. All Tier 2 general foremen/superintendents will have completed certifications in first aid/CPR, foreman training, thirty hour OSHA, certified rigger, scaffold user training/builder, manlift, forklift and Graydall telehandler. All foremen and stewards in the jurisdiction of Local Union No. 550 will be guaranteed a forty (40) hour week on any job of forty or more hours' duration and on which fifteen (15) or more employees are employed. This guarantee applies only to weeks in which regular holidays do not occur. The above employees on forty (40) hour schedules shall remain on the job. When three (3) or more foremen are on the job, one (1) separate general foreman should be employed.

SENIOR JOURNEYMAN

Section 29. If available and able to perform the work, every tenth (10th) man on the employer's entire work force shall be 50 years of age or older.

HEALTH AND SAFETY

Section 30a. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to ensure the safety and health of its employees. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

Section 30b. The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to ensure compliance with safety and health standards and rules.

WAGE CONTINUATION

Section 31. An Employer that is bound by this Agreement may offer any employee, who is injured in the course of his employment under this Agreement, and who is eligible for temporary total compensation benefits under the workers' compensation laws of the State of Ohio or under similar laws in any other state, a salary and/or wage continuation program in lieu of temporary total compensation benefits. If the Employer does offer the injured employee a salary and/or wage continuation program, the injured employee shall not be under any obligation to accept that program and may elect temporary total compensation benefits. An injured employee who rejects an offer from an Employer for a salary and/or wage continuation program in lieu of temporary total compensation benefits shall not be discriminated against, or in any way adversely treated, as a result of his rejection of such offer.

If an injured employee accepts an Employer's offer of a salary and/or wage continuation program in lieu of temporary total compensation benefits, the injured employee shall receive weekly wages equivalent to 40 hours at the contractual straight time hourly rate for the position that the employee was in at the time of his/her injury, less any deductions that are required by federal and state law. This weekly wage shall be pro-rated to a daily amount in the week that the injured employee begins the salary and/or wage continuation program as well as the week in which the injured employee terminates from the salary and/or wage continuation program. In addition to the weekly wages referenced above, the Employer shall make contributions to the Ironworkers Local Union 549/550 Medical and Benefit Plan at the contractually required hourly rate. The Employer shall not be required to make any other fringe benefit contributions on behalf of the injured employee for that period when the injured employee remains on the salary and/or wage continuation program.

If an injured employee agrees to accept an Employer's offer of a salary and/or wage continuation program in lieu of temporary total disability benefits, the Employer and the Employee shall execute an appropriate form supplied by the Bureau of Workers' Compensation of the State of Ohio, or of another appropriate state jurisdiction, confirming that a salary and/or wage continuation program has been entered into and confirming that the injured employee's weekly wage shall be equivalent to 40 hours times the contractual straight time rate under the applicable collective bargaining agreement, including contributions to the Ironworkers Local Union 549/550 Medical and Benefit Plan at the required hourly contribution rate.

The Employer and the Employee may terminate the salary and/or wage continuation program by giving seven (7) days written

notice to the other party of the intention to terminate. Upon termination of the salary and/or wage continuation program, the Employee shall be entitled to apply for and receive temporary total disability benefits under the workers' compensation laws of the State of Ohio, or from another appropriate state jurisdiction, if otherwise eligible. The Employer agrees that it will not oppose the Employee's application for temporary total benefits because of the employee's decision to terminate his/her participation in the salary and/or wage continuation program. Any disputes that may arise under this Section 30(a) shall be subject to final resolution through the procedures appearing in Section 36 of the collective bargaining agreement between the Union and the Employers.

If salary and/or wage continuation programs in lieu of temporary total disability benefits are no longer recognized by the Bureau of Workers' Compensation for the State of Ohio, or by another appropriate state jurisdiction, the Union and/or the Employers may terminate this Section 30 (a) upon ten (10) days written notice to the other. Upon termination, an injured employee's right shall be determined and adjudicated in accordance with the workers' compensation laws of the State of Ohio or of another appropriate state jurisdiction.

IRON WORKERS REQUIRED GUY AND STIFF LEG DERRICKS

Section 32. No less than six (6) men and foreman shall be employed around any guy or stiff leg derrick used on steel erection and no less than four (4) men and foreman shall be employed on all mobile or power operated rigs of any description on steel erection.

RIVETING GANGS

Section 33. Riveting gangs shall be composed of not less than four (4) men at all times. The Employers may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid double time for such time worked before the regular starting time.

When three (3) or more riveting gangs are employed on any job, a foreman shall be employed who shall not be returned to work in any riveting gang except where emergencies arise which will require the foreman to temporarily fill in the gang.

SAFETY PROVISIONS

Section 34. Working floors upon which derricks set must be covered tight with suitable planking over entire floor except where openings are left for ladders. No more than two (2) floors, or a maximum of twenty-five (25) feet beneath each riveting scaffold shall remain open or uncovered, and all such floors shall be planked and within a minimum radius of ten (10) feet.

On any job where any type of steel erection or hoisting of materials is involved, when the vision of an employee is obstructed during the course of such work, and an adequate and effective audio signal device is not available, another employee shall be assigned to act as a signal man for the employee or employees.

When ironworkers are employed as welders and are welding vertical or overhead for extended periods of time, the Employer shall furnish protective clothing, gloves, sleeves, jackets, welding hoods, etc. If such protective clothing and hoods are not turned in, the cost shall be withheld from the employee's pay. The

Employer and the Union employees shall abide by all State and Federal regulations concerning safety.

STIFFENING AND SUPPORTING WORKLOAD POINTS

Section 35. Where iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

RIDING THE LOAD OR LOAD FALLS

Section 36. No employee shall be permitted to ride the load or load fall except in case of inspection, and erection and dismantling of derricks.

SLINGS

Section 37. Steel cable or nylon slings shall be utilized on all jobs. Chains or hemp slings shall not be permitted.

ELEVATOR SHAFT PROTECTION

Section 38. No employee will be permitted work in an elevator shaft while car is in operation. The first floor beneath and the first floor above men working shall be planked safe in all elevator shafts.

RETURN OF SAFETY EQUIPMENT

Section 39. Such safety equipment as supplied by Employer (hard hats, glasses, goggles, etc.) shall be returned or the cost thereof may be deducted from employee's pay.

SAFETY

Section 40. The employer and union employees shall abide by all state, federal and OSHA regulations concerning safety. It shall be mandatory for all employees to wear any and all safety equipment on all construction sites, if safety equipment is deemed necessary by the contractor or OSHA. It shall be grounds for immediate termination if employee refuses to wear, or is working without, required safety equipment.

Nothing in this Agreement shall make the union liable to any employee, or to any other person or business entity in the event of any injury or accident.

SAFETY SHOES

Section 41. Steel-toed, metatarsal or a combination of both shoes are to be furnished by the employee.

WRECKING

Section 42. Where a steel structure is taken apart, tom down, moved or dismantled or salvaged, such work shall be performed by Iron Workers. The Employer may at his discretion use laborers for the removal of such materials by hand only, after same has been landed on the ground by the Iron Workers.

SHEETING - UNLOADING

Section 43. Employers may use apprentices to unload, carry to building site and hoist corrugated or other types of sheeting to the place where journeymen Iron Workers will install the same.

SHEETING

Section 44. When applying siding there will be one (1) sheeter, one (1) buckler-up and journeyman or apprentice as required. Roofing – one (1) sheeter foreman applying sheets with each gang and journeyman or apprentice as required.

FIRES

Section 45. Where the clothes or tools of a man are injured or destroyed by fire, the Employer shall bear the loss provided, however, that the Employer's liability shall not exceed \$300.00 for each individual's loss.

WELDING AND BURNING

Section 46. When welding or burning is performed on any work covered in this agreement, ironworkers shall be employed to assist in the performance of the job. When welding on steel skeletons or when scaffolding is used and four or five welders are employed, one ironworker shall act as an assistant. When six or more welders are required, they shall be furnished with two ironworker assistants. On welding other than steel skeletons, or when scaffolding is not used, when two journeymen ironworkers are employed, it shall not be necessary to supply them with an assistant.

CERTIFICATIONS

Section 47. Any type of customer training classes that our required of members of Local 550 during work hours must be paid for by the contractors, and will work in conjunction with the work hours in the current Collective Bargaining Agreement. When an employer provides the training and certification of an employee at

the employer's expense in any area regarding employment requirements, the employee shall receive a copy of such certificate from the employer upon the completion of the job.

PHYSICAL EXAMINATIONS

Section 48. Employees will not be permitted or required to take a physical examination in order to secure employment unless approved by the Union.

METHODS OF TIMEKEEPING

Section 49. Employees will not be permitted or required to punch time clocks, drop brass or any individual method of timekeeping, except when otherwise required by Employer's customer.

INJURED EMPLOYEE

Section 50. Any injured employee shall be paid in full for any time lost on the day of an injury if, in a doctor's opinion he cannot return to work.

TOOLS

Section 51. Employees shall furnish the following list of hand tools to enable them to effectively install such work. Tools broken or stolen on the job shall be replaced by the Employer. Employee must file a report with plant security or a police report for any claim that is over \$200 or present broken tool to employer.

All ornamental ironworkers will have the following tools in their possession:

- Plumb Bob & Line
- Hammer Handle
- 6 ft. Rule
- 12 in. Hacksaw
- 12 in. Square Comb
- 50 ft. Tape
- Scriber
- Divider
- 16 lb. Ball Peen Hammer
- 8 in. Pliers
- 12 in. Crescent Wrench
- Tap Wrench
- 6 in. Screw Driver
- Cold Chisel
- Set of Open End Wrenches Ratchet & Socket up to ½"
- Center Punch
- Drift Pin
- 12 in. Screw Driver
- Rubber or Rawhide Mallet 8 in. Screw Driver
- Offset Screw Driver

All structural ironworkers will have in their possession the following tools:

Structural Work and Machinery Moving

| | |
|-------------------------|----------------------|
| (1) ¾" Spud Wrench | (1) 20 ft. Tape |
| (1) 7/8" Spud Wrench | (1) Ball Peen Hammer |
| (1) Bull Pin | (1) Belt & Bolt Bag |
| (1) 12" Crescent Wrench | |

Sheeting Work

- | | |
|------------------------------|----------------------------|
| (1) 12" Hacksaw | (1) 8" Screw Driver |
| (1) Scriber | (1) 12" Screw Driver |
| (1) Divider | (1) Offset Screw Driver |
| (1) Ball Peen Hammer | (1) Cold Chisel |
| (1) Ratchet & Socket | (1) Pr. R.H. Metal Masters |
| Wrenches (1/2" Drive) | (1) 8" Pliers |
| (1) Pr. No. 5 Bulldog Shears | |
| (1) 12" Crescent Wrench | (1) Pr. L.H. Metal Masters |
| (1) Plumb Bob & Line | (1) 20' Tape |
| (1) Center Punch | |

Rod Work

- | | |
|----------------|-----------------|
| (1) 6 ft. Rule | (1) Reel & Belt |
| (1) Pr. Pliers | |

Machinery Moving

- (1) 3/8" drive socket set up to 3/4"
- (1) 4 # hammer
- (1) 1/2" drive socket set – up to 1"
- (1) Allen wrench set
- (1) Open & box wrench sets up to 1 1/4"
- (1) Machine files
- (1) Screwdrivers – Phillips & Standard
- (1) Center punch
- (1) Chisel
- (1) 1' level

SHIPPING - EMPLOYEES

Section 52. Employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling time and expense, providing they remain on the job thirty (30) days or until the job is completed if it requires 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 wage rate for such time, and transportation paid by the Employer.

DRINKING WATER - CLOTHES ROOM

Section 53. The Employer shall furnish cold drinking water at all times on each job of sufficient size and length to justify the same. The Employer shall also furnish a shed or room for employees to change clothes and store tools. Adequate heated facilities shall be provided by the Employer in the shed or clothes room from October 1st to May 1st.

COMPENSATION INSURANCE

Section 54. The Employer must at all times provide and maintain workers' compensation insurance and unemployment compensation insurance, as well as any other coverages that may be required by applicable laws.

Within forty-eight (48) hours after an industrial accident occurs, the employer shall have all necessary State Workers' Compensation forms available and completed on the Employer's part. A copy of the completed forms shall be sent to the Union's office.

BUSINESS MANAGER

Section 55. The Business Manager of the Union, or his designee, shall be permitted to visit all jobs, but will in no way interfere with the progress of the work.

JOB STEWARD

Section 56. There shall be a Steward on each job who shall be appointed by the Business Manager. He shall keep a record of the workers laid off or 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 fact to the Business Manager who shall report same to the proper officer of the Union, so that efforts can be made to adjust any matter without stoppage of work. He shall see that the provisions of this Agreement are complied with and report to the Union the true conditions and facts. All Stewards will be given adequate time to adjust disputes or grievances and to fulfill his duties as job steward. The Steward shall promptly take care of injured workers and accompany them to their homes or to a hospital as the case may require, without any loss of time, and report the injury to the proper officers of the Union. A Steward failing his duties shall be subject to a penalty upon conviction on charges provided for in the International Constitution. 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 the Steward will be the last man laid off, providing he is capable of performing the work in question.

PROTECTION OF UNION PRINCIPLES

Section 57. The removal of journeymen Iron Workers and apprentices from a job in order to render legal assistance to other

local unions to protect union principles shall not constitute a violation of the Agreement, provided such removal is first approved by the General Executive Board and notice thereof is first given to the Employer involved.

DOUBLE JOBS

Section 58. No member of Local 550 will be permitted to receive wages for more than one job within a 24 hour period (2 different contractors), unless approved by the Business Manager or Business Representative.

SUBCONTRACTORS

Section 59. The Employer agrees not to subcontract or sublet any ironwork performed at the job site and covered by the Agreement to any person, firm, or corporation which is not in a contractual relationship with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers or any of its affiliated local unions.

SETTLEMENT OF DISPUTES

Section 60. Should differences of any kind arise between the Employer and the Union or members thereof, it is specifically agreed there will be no lockouts, strikes, slowdowns or stoppages of any work of any sort; and all grievances, complaints, or questions of interpretation of this Agreement shall be disposed of in the following manner:

Step 1. Local Union Steward shall meet with the Employer Representative and attempt to settle the matter. If no settlement can be reached, then

Step 2. The Local Union Business Manager shall meet with the Employer Representative and attempt to settle the matter. If no settlement can be reached, then

Step 3. The difference of opinion or grievance may be referred to joint committee consisting of six (6) members, three to be appointed by Independent Employers, and three to be appointed by the Iron Workers Local Union No. 550. If no settlement is reached at Step 3, then a letter shall be sent to American Arbitration Association requesting binding arbitration. If no letter is sent within three (3) days, then a work stoppage resulting from the dispute shall not be in violation of this Agreement.

Step 4. The grievance shall then be referred to an Arbitrator selected by the Committee referred to in Step 3. If no agreement is reached by the joint committee on the naming of an Arbitrator, then the rules of the American Arbitration Association for selecting an Arbitrator shall apply. Decision of the Arbitrator shall be final and binding on all parties.

The costs and expenses for such Arbitrator's services shall be divided equally between the Employer and the Iron Workers Union Local No. 550.

STRIKES AND LOCKOUTS

Section 61. It is mutually agreed that there shall be no strikes authorized by the Union and no lockouts imposed or authorized by the Employer, except as otherwise provided in this Agreement. 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 picket line of any affiliated union which has been

authorized by the International of that Union, the Central Labor Council or Building and Construction Trades Council.

SCOPE OF AGREEMENT

Section 62. This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union will be bound by rules, regulations, or agreements not herein contained, except interpretations or decisions of the Board of Arbitration.

SAVING CLAUSE

Section 63. Should any part 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 the 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.

The remaining parts or provisions shall remain in full force and effect.

BOND PROVISION

Section 64. In order to insure the collection and allocation of fringe benefit contributions, deductions and Union dues and assessments, all Employers shall, simultaneously with the execution and/or acceptance of this Agreement, submit one of the following forms of security with the Union:

1. The Employer shall submit to the Union a surety bond for

the amount required in Table I executed by an appropriate corporate surety company which is authorized to do business in the State of Ohio. In the event the surety bond is cancelled, and such bond is not renewed or reissued within (5) days of cancellation, this Agreement, notwithstanding any contrary provision herein, shall automatically terminate.

2. The Employer shall submit to the Union a certified check in the amount required by Table I to guarantee the payments required by this Agreement. This check shall be deposited by the Union with an escrow agent of its choosing and shall be returned to the Employer in the event the Union agrees to another form of security under this Section.

3. The Employer, and the person that owns the entity which is the Employer, shall each execute a Promissory Note, supplied by the Union, to guarantee the amount required in Table I. This Note shall be renewed on May 1st of each contract year. If the Union elects a different form of security from the Employer, the Note shall be cancelled by the Union.

4. The Employer shall agree, on a form approved by the Union, to make the contributions and payments referenced above on a weekly basis. If the Employer violates or does not comply with this weekly payment procedure, the Union may require the Employer to provide another type of security referenced in this Section. The Union shall also have resort to the other remedies that are provided in this Section.

The type of security to be furnished by an Employer shall be determined exclusively by the Union. The documents and forms necessary to implement the security options listed above shall be developed by and prescribed by the Union. A determination by the Union that a certain security amount is appropriate on a

particular job or project, or for a particular Employer, shall not bind the Union in the future or serve as binding precedent on the Union in making future determinations.

The form of security chosen must be renewed annually by May 1st. Such security must be on file at the Local Union 550 office before Journeymen or Apprentices will be dispatched to an Employer. The security chosen shall be furnished in duplicate to the Union. The amount of the security shall be in accordance with the following TABLE 1:

| Number of Employees | Annual Surety Bond |
|----------------------------|---------------------------|
| 1-5 | \$10,000.00 |
| 6-10 | \$20,000.00 |
| 11-15 | \$30,000.00 |
| 16-20 | \$40,000.00 |
| 21-25 | \$50,000.00 |
| 26 or more employees | To be Determined by Union |

The non-payment of any benefits, wages and dues by any Employer that is bound by the terms and provisions of this Agreement shall constitute a violation of this Agreement. Notwithstanding the no-strike provisions of this Agreement, and in addition to any other remedies that may be available, the Union, and its members, may withhold services from any Employer that is delinquent in the payment of any benefits, wages or dues. Delinquency is defined as non-payment of any benefits, wages and dues by the fifteenth (15th) day of the month following the month in which the hours were worked. Local Union 550 may immediately remove all employees from the employment of a delinquent Employer. In the event the Union and its members withhold services, the Employer agrees not to deny

unemployment compensation benefits during the periods that services are withheld under this paragraph.

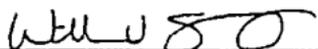
If the Union elects to withhold services and the delinquent contributions, damages and fees are subsequently paid in full by the Employer, this Agreement shall reinstate itself and all terms and conditions of this Agreement shall remain in full force and effect for the remainder of its term.

LEGISLATION

Section 65. In the event that the General Assembly of the State of Ohio adopts legislation which makes Ohio a "right-to-work" state, either Party to this Agreement may re-open contract negotiations for the sole purpose of making appropriate changes to this Agreement which are responsive to such right-to-work legislation. Such changes shall include, but are not limited to, extending the term of this Agreement and providing for wage and fringe benefit re-openers in subsequent years of an extended agreement. Contract negotiations under this Article shall commence no later than thirty (30) days after the passage of right-to-work legislations by the General Assembly.

Ironworkers Local Union 550

**Structural Contractors and
Independent Employers**



William V. Sherer II



Keith LePage

5-3-16

Date

5/5/2016

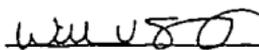
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DURATION

Section 66. Each outside 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.

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 Canton, State of Ohio.

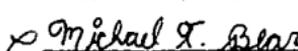
LOCAL UNION NUMBER 550 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO


William V. Sherer II, Business Manager

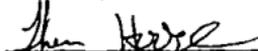

John Litman, Vice President

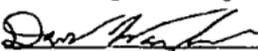

Bruce Galliter, Executive Committee

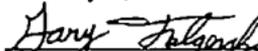

Sean Diekmann, Executive Committee


Mike Beard, Executive Committee

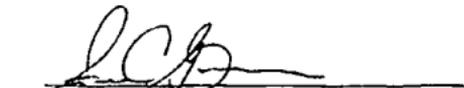

Rick Moss, President

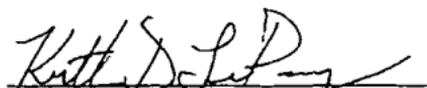

Theron Hodge, Recording Secretary

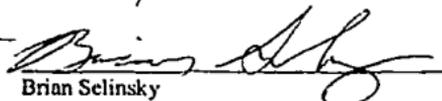

Dave Wayble, Executive Committee

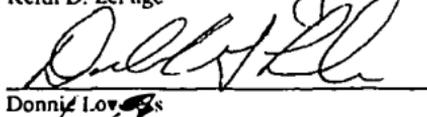

Gary Folgenhauer, Executive Committee

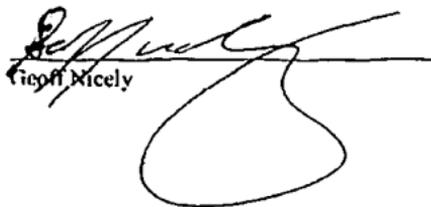
STRUCTURAL CONTRACTORS AND INDEPENDENT EMPLOYERS


Jim Chapman


Keith D. LePage


Brian Selinsky


Donnie Lovess


Geoff Nicely


A. S. McGuire