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Aug 1, 2004 - Aug 1, 2007

Iron Workers
2004 – 2007

Agreement

Negotiated by

Associated General Contractors of St. Louis,
Erectors and Riggers Association,
Construction Industry Combined Committee

and

Local No. 396
International Association of Bridge, Structural, Ornamental
and Reinforcing Iron Workers of St. Louis and Vicinity
A.F.L. – C.I.O.

36 pages

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into, effective the first day of August 2004 by and between the ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS and the ERECTORS AND RIGGERS ASSOCIATION for and in behalf of their members who sign individual contracts, and the CONSTRUCTION INDUSTRY COMBINED COMMITTEE, for and in behalf of companies who have designated that Committee as their collective bargaining agent, hereinafter referred to as the Employer and LOCAL UNION NO. 396 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS. A.F.L. - C.I.O., hereinafter referred to as the Union.

For and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

ARTICLE 1
Recognition - Right to Hire

Section 1.01 Recognition: The Employer recognizes the Union as the sole collective bargaining representative with respect to wages, hours, and other conditions of employment in a unit consisting of Iron Workers who are employed by the Employer on its work located in the territorial jurisdiction of this Agreement as specified in and conditioned in Article 2 hereof.

Reference to employees in this Agreement shall mean employees of the unit above described.

Section 1.02 Right to Hire: The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any persons furnished by the Union or to discharge any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.

The Employer shall be the sole judge of and have the right to determine, consistently with the provisions of this Agreement (i.e., except where otherwise specified in this Agreement), the number of employees required on any job, or any portion of the work being done by Employer. There shall be no limitation as to the amount of work an employee shall perform. There shall be no restrictions as to the use of machinery, tools, or appliances.

Substance Abuse

The Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law, or by a project owner.

The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

A new employee who is required to be drug tested will be paid 2 hours show-up time. Employees will be employed thereafter; provided they pass the drug test, the duration of such employment will be at the discretion of the Employer.

Section 1.03 The Union agrees to provide, when requested to do so by the Employer, sufficient good and efficient qualified Iron Workers, at all times within twenty-four (24) hours (excluding Saturdays, Sundays and holidays) except for certified welders and ornamental Iron Workers in which case forty-eight (48) hours notice will be given. When, in such event, the Union is unable to supply the requested number of Iron Workers with specified qualifications, the Employer may employ such Iron Workers as are available. The Employer reserves the right to reject persons furnished by the Union.

Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin, union membership or status as a Vietnam veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities. In the event of a reduction of forces on a job, there shall be no discrimination in the layoff because of age.

Job Labor Standards and Job Security

Section 1.04 The Employer, its officers, agents, representatives and assignees agree to make work assignments consistent with decisions of record and agreements of record between Iron Workers International Union and other labor organizations as recorded in the "Handbook of Agreements of the International Association of Bridge, Structural and Ornamental and Reinforcing Iron Workers" and in "Agreements and Decisions Rendered Affecting the Building Industry", as amended, approved by the Building and Construction Trades Department, AFL-CIO (Green Book) which agreements and decisions are incorporated herein by reference. In the absence of a decision or agreement of record between Iron Workers International Union and other labor organizations assignments shall be made by the contractor based upon established trade and area practice.

In the event of a jurisdictional dispute involving the Union, the parties shall request the unions involved to send representatives to the job site to meet with representatives of the Employer to settle the dispute. If a settlement is not reached at that meeting, the dispute shall be referred by the local unions to their respective international unions for adjustment.

The Union and the Employer agree that the work shall proceed as assigned by the Employer until the dispute is resolved in accordance with the above procedure.

When a determination is reached as to which trade will perform the work, the work shall be performed by that trade in accordance with the local labor contract negotiated by that trade.

The Employer agrees to include the above provisions for settlement of jurisdictional disputes in his subcontract documents when submitted to the subcontractor for signature.

Section 1.05 When requested, the Employer will furnish the Local Union within a reasonable amount of time signed letters on the letterhead of the individual Employer, stating

they have employed Iron Workers on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual Employer has performed with Iron Workers. Such requests shall be made in writing to the contractor with a copy to the Associations' offices.

The Union shall make available to the Associated General Contractors' Department of Jurisdictional Research and Information copies of all jurisdictional agreements.

It is the desire of the Union, wherever possible to protect its members employed by the Employer from working with employees employed under substandard wages, hours and working conditions and accordingly, the Union and the Employer have agreed that, at any job site at which the Employer employs members of the Union, and at which the Employer subcontracts the performance of work covered by the jurisdictional claims of the Union, the Employer will not subcontract any such work, which is to be performed at that job site, except to a subcontractor who employs union members and who agrees with the contractor, in writing, prior to or at the time of the execution of his subcontract to abide by the wages, hours, fringe benefits and other lawful working conditions applicable to the Employer's employees under this Agreement.

Nothing in this Article shall be construed to limit or restrict, in any way, the Employer's right to determine which portion of the work, if any, he may perform with his own employees or may subcontract to others.

Section 1.06 Prejob Conference: The Union or the Employer may call a prejob conference on any job costing in excess of $1,000,000.00.

ARTICLE 2
Area Limits

Section 2.01 The territorial jurisdiction of the Union shall extend half-way to the nearest outside local Union of the International Association of Bridge, Structural, Ornamental and Reinforcement Iron Workers.

As to each Employer represented by the Association herein, the Association has informed the Union of the geographical area for which such Employer has designated the Association as its collective bargaining agent.

Section 2.02 (a) With respect to Employers who have designated the Association as their collective bargaining agent for an agreement applicable only to construction projects located in the City and County of St. Louis, this Agreement shall apply to all employment of employees covered hereunder on building, heavy and highway construction work in the City of St. Louis and St. Louis County, Missouri, and not elsewhere.

(b) With respect to Employers who have designated the Association as their collective bargaining agent for job sites located in St. Louis City and County and in other Missouri counties, this Agreement shall apply to employment of employees covered hereunder on all building, heavy and highway work in St. Louis City and County and, in addition, to such employment on building construction projects located in so many of the following Missouri counties as are included in the Employer's designation of bargaining authority to the Association

and are within the territorial jurisdiction of the Union: St. Charles, Jefferson, Franklin, Lincoln, Warren, Washington, St. Francois, Iron, Ste. Genevieve, Reynolds, Madison, Bollinger, Carter and Wayne.

(c) Employers party hereto shall also apply this Agreement to all employment of Employees covered hereunder on building, heavy and highway work within the territorial jurisdiction of the Union at job sites in all other Missouri counties not named in paragraphs (a) and (b) above which are included in the Employer's designation of bargaining authority to the Association; provided, however, that should there exist or be negotiated during the term of this Agreement, any other collective bargaining agreement in such other counties covering any of the work above referred to (between the Union and a recognized and authoritative contractor employer group or association), then in such event that other agreement shall supplant this Agreement within the area of such counties as it shall cover and the Employers who would otherwise be bound to this Agreement in such area and counties shall be privileged to work in such area and counties under the terms of such other agreement.

Section 2.03 The counties in Missouri within the territorial jurisdiction of the Union are as follows:

Asterisk (*) indicates counties which are partially within the territorial jurisdiction of the Union.

Audrain	Iron	Pulaski
* Boone	Jefferson	* Ralls
* Bollinger	* Laclede	* Reynolds
Callaway	Lincoln	St. Charles
* Camden	* Madison	St. Francois
* Carter	Maries	Ste. Genevieve
City of St. Louis	* Miller	St.Louis County
Cole	* Monroe	* Shannon
Crawford	Montgomery	Texas
Dent	* Oregon	Warren
* Douglas	Osage	Washington
Franklin	* Perry	* Wayne
Gasconade	Phelps	Wright
* Howell	Pike	

Section 2.04 This Agreement covers all fields of building construction work and all other kinds of work of the Employer whatsoever performed by members of the bargaining unit herein involved (i.e., all classifications of Iron Workers) within the territory set out herein, except as above modified.

If the territorial jurisdiction of the Union is expanded, any Employer who is signatory to this Agreement shall have the privilege of operating in such an area under the terms of this Agreement.

It is understood and agreed that if the Union enters into any agreement with any contractor covering work in the area limits herein set forth and on such work as is covered by this

Agreement, upon more favorable terms to such contractor than are embodied in this Agreement, and if such more favorable terms are allowed to remain in effect, such more favorable terms shall be made immediately available to Employers signatory hereto on the work and in the geographic area to which such more favorable terms apply.

On any project outside St. Louis and St. Louis County, contractors signatory to this contract can request assistance from the Business Manager on a job basis, to help be competitive with non A.F.L.-C.I.O. contractors. This assistance could be crew sizes, the use of manpower and other provisions that may be necessary to increase employment of A.F.L.-C.I.O. Iron Workers.

ARTICLE 3
Intent and Purpose

Section 3.01 It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

Section 3.02 It is the intention of the parties hereto that this Agreement shall make provision for the orderly and expeditious considerations and settlement of rates of pay, wages, hours, working conditions and adjustments of grievances.

ARTICLE 4
Union Security

All employees who are members, or become members of the Union during the term of this Agreement must maintain their membership in good standing with the Union by payment of periodic dues required. Failure to pay the dues as required for continuous good standing in the Union shall result in the employee being terminated from his employment upon written demand for such action by the Union. Such employee shall not be reemployed by the Employer until notified by the Union that the employee has paid any such initiation fee or dues then delinquent, or unless such employee presents a work clearance from the Union to the Employer.

All present employees who are not members of the Union and all employees hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the eighth (8) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

The Employer shall not be required to discharge any employee for noncompliance with this Article until such time as such employee is replaced by a qualified employee, and if the Union requests the discharge of any employee for noncompliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union.

ARTICLE 5
Wages

Section 5.01 The straight time hourly rate of pay or wage scale for Iron Workers employed by the Employer covered hereunder shall be as follows with highest applicable rate to be paid for the day:

Effective 8/4/04	**Effective 11/1/04**	**Effective 8/3/05**	**Effective 8/2/06**
Journeyman $27.09	Journeyman $26.94	Additional $1.05 increase**	Additional $1.00 increase**
Foreman $28.34	Foreman $28.19	Additional $1.05 increase**	Additional $1.00 increase**
Certified Foreman $28.59	Certified Foreman $28.44	Additional $1.05 increase**	Additional $1.00 increase**
General Foreman $28.84	General Foreman $28.69	Additional $1.05 increase**	Additional $1.00 increase**
Certified Gen. Foreman $29.09	Certified Gen. Foreman $28.94	Additional $1.05 increase**	Additional $1.00 increase**

Probationary Employees - Probationary employees shall receive fifty percent (50%) of the journeyman wage rate and 100 percent (100%) of all fringe benefits provided for in this Agreement.

* Upon sixty (60) days written notification by the Union to the Employer Associations, monetary increases can be made to Employer contributions to the Pension, Annuity and/or Welfare Funds and monetary decreases can be made to the Annuity and/or Welfare Funds. It is agreed that increases in the contribution rates shall be deducted from the current wage rate or one of the other fringe benefits. The Union shall be limited to one such request per contract year other than the anniversary date.

* * Increase in wages or fringes at Union's option.

Section 5.02 Stack Work: When working on reinforced concrete or masonry smokestacks which are independent of other structures, the following rates shall apply:

1 to 25 feet	$ .25 per hour over Iron Worker basic rate
25 to 50 feet	.50 per hour over Iron Worker basic rate
50 to 75 feet	.75 per hour over Iron Worker basic rate
75 to 100 feet	1.00 per hour over Iron Worker basic rate
100 to 150 feet	1.25 per hour over Iron Worker basic rate
150 to 200 feet	1.50 per hour over Iron Worker basic rate

200 to 250 feet ..... 1.75 per hour over Iron Worker basic rate
250 feet or higher ... 2.00 per hour over Iron Worker basic rate

Section 5.03 Apprentice Rate: Effective September 1, 2002, a four-year, daytime apprenticeship program shall be instituted, consisting of eight successive terms of six months each. Apprentices indentured on or after May 1, 2002 shall be required to successfully complete the four-year program to achieve journeyman status. Apprentices indentured before May 1, 2002 who have not completed the previous three-year apprenticeship program by September 1, 2002, shall achieve journeyman status after completing the sixth term of their apprenticeship.

Rates of pay for apprentices, as a percentage of the journeyman rate, shall be as follows:

Until September 1, 2002:

1st Term - 60%	4th Term - 80%
2nd Term - 70%	5th Term - 85%
3rd Term - 75%	6th Term - 90%

Effective September 1, 2002, for apprentices indentured before May 1, 2002:

3rd Term - 75%	5th Term - 85%
4th Term - 75%	6th Term - 85%

Effective September 1, 2002, for apprentices indentured after May 1, 2002:

1st Term - 60%	5th Term - 80%
2nd Term - 65%	6th Term - 85%
3rd Term - 70%	7th Term - 90%
4th Term - 75%	8th Term - 95%

Effective September 1, 2002, all apprentices (regardless when indentured) shall be required to complete a two-week training program during each apprenticeship term, which shall consist of full-time instruction during daytime hours at the Construction Training School. During each two-week training program, apprentices shall not be in the employ of any Employer, and during such program, no Employer shall be obligated to pay wages to an apprentice attending the training program or to make any fringe benefit contributions on behalf of such apprentice for pension, welfare, annuity, CTAF, IMPACT, PRIDE or otherwise. During each two-week training program, apprentices attending school shall receive an educational stipend per week from the St. Louis Construction Training and Advancement Foundation, subject to such reasonable conditions as the Foundation may designate; provided, that any absence for any reason during the two-week training program shall result in reduction of the educational stipend for each day in which such absence occurs. The educational stipend will be determined by an agreement between labor and management of the Iron Worker Joint Apprentice Committee.

Section 5.04 Welfare: In addition to the per hour wage rate, the Employer will contribute five dollars and seventy-one cents ($5.71) per hour for each actual hour worked by each employee covered by this Agreement to the IRON WORKERS' ST. LOUIS DISTRICT

COUNCIL WELFARE PLAN. The reporting, payment, and administration of such contributions shall be governed by the terms of the Trust Agreement creating the IRON WORKERS' ST. LOUIS DISTRICT COUNCIL WELFARE PLAN.

When working overtime, this contribution shall be paid at the overtime rate.

Section 5.05 Pension Fund: In addition to the per hour wage rate, the Employer will contribute four dollars and thirty cents ($4.30) for each actual hour worked by each employee covered by this Agreement to the IRON WORKERS' ST. LOUIS DISTRICT COUNCIL PENSION PLAN. Effective 11/1/2004 the Employer contribution will be four dollars and forty-five cents ($4.45) for each actual hour worked by each employee. The reporting, payment, and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Plan.

When working overtime, this contribution shall be paid at the overtime rate.

In the event that during the term of this Agreement the IRON WORKERS' ST. LOUIS DISTRICT COUNCIL PENSION PLAN shall lose its status as a qualified Pension Plan under the Internal Revenue Code, or in the event the contributions hereby required thereto otherwise become nondeductible by the Employer for its income tax determination, then Employer's obligation for further contributions to said Trust and Plan shall cease and Employer in lieu thereof shall pay the equivalent of such contributions directly to the employee as wages during the remaining term of this contract, unless, and until, said Trust and Plan again become a qualified Plan under the Internal Revenue Code, or another qualified Pension Plan under the Internal Revenue Code contributions to which are income tax deductible has been negotiated and made operative between the parties to this contract, in either which event the Employer's obligation to pay said contribution equivalent in wages shall cease, and in lieu thereof the required contributions for pensions as provided herein shall again become effective; provided, however, that a preliminary notice of disqualification of the Trust and Plan for tax purposes shall not terminate Employer's obligation to make contributions to said Trust until after the Trustees shall have had an opportunity and a reasonable time, not to exceed ninety (90) days, in which to remove the disqualification and obtain either a temporary or a permanent reinstatement of the Trust's qualified status. The parties hereto agree that during the interim period between notice of disqualification and reinstatement of the qualified status or the failure of the Trustees within said ninety (90) days to obtain such reinstatement, the Employer shall continue making its contributions required hereunder into an escrow account to be maintained by the financial institution currently under contract to handle said financial affairs, said escrowed funds, less any escrowee costs of administering the escrow account, to be released and paid over to the Trust upon removal of the disqualification, or if not removed within said ninety (90) day period then to the employees, for whose account contributed, as wages.

Section 5.06 Annuity Fund: The Employer shall contribute three dollars and thirty cents ($3.30) per hour for each straight time hour worked by each employee covered by this Agreement to the IRON WORKERS ST. LOUIS DISTRICT COUNCIL ANNUITY TRUST FUND. This contribution shall be doubled for each overtime hour worked. The administration of such contributions shall be governed by the terms of the Trust Agreement creating the IRON WORKERS ST. LOUIS DISTRICT COUNCIL ANNUITY TRUST FUND.

Section 5.07 St. Louis Construction Training and Advancement Foundation: In addition to the per hour wage rate, the Employer shall contribute fifty cents (50¢) per hour for each actual hour worked by each employee covered by this Agreement to the St. Louis Construction Training and Advancement Foundation. Of the fifty cents (50¢) contribution, twenty-six and one-half (26.5¢) will be used for Iron Workers training, six cents (.06¢) for journeyman upgrade training, one-cent (1¢) will be remitted to PRIDE of St. Louis, Inc., as provided for in section 5.07A and sixteen and one-half cents (16.5¢) will be used for other CTAF programs. The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement date September 17, 1963, creating the Foundation.

Primary purposes of the Foundation, as set forth in the Trust Agreement, shall include apprenticeship training, advanced training and education, safety education and other educational and informational programs for employee and industry betterment.

Provisions of this Section shall remain in effect and not subject to renegotiation prior until one-year after the termination date of this contract unless change is mutually agreed upon.

Upon reasonable request of the President of the Union, the Associations agree to cooperate to obtain from the Trustees of the St. Louis Construction Training and Advancement Foundation special audit of the funds of the St. Louis Construction Training and Advancement Foundation.

Upon 60 days written notification by the Employer Associations to the Union, monetary increases can be made to Employer contributions to the Construction Training and Advancement Foundation. It is agreed that such increase shall have no effect on the current wage rate. The Employer Associations shall be limited to one such request per contract year other than the anniversary date.

Section 5.08 PRIDE: In addition to the per hour wage rate, the Employer shall contribute one cent (1¢) per hour for each actual hour worked by each employee covered by this Agreement to PRIDE of St. Louis, Inc. through the St. Louis Construction Training and Advancement Foundation.

The Employer's obligation to make contributions to PRIDE is conditioned upon PRIDE's maintaining the status of a labor management committee organized under the Labor Management Cooperation Act of 1978, and upon the deductibility of such contributions by the Employer for federal income tax purposes.

Section 5.09 IMPACT: In addition to the per hour wage rate, the Employer shall contribute additional cents per hour to Ironworker Management Progressive Action Cooperative Trust (IMPACT), a jointly trusteed Cooperative Trust with federal tax exempt status under Section 5.01 (a) of the Internal Revenue Code as an exempt organization under Section 504(c)(5) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

Effective 8/4/04 the contribution to IMPACT shall be eight cents (8¢) per hour, which consist of five cents (5¢) from the Employer and three cents (3¢) from the employee. Effective 8/3/05 the contribution to IMPACT shall increase to sixteen cents (16¢) per hour, which consist of ten cents (10¢) from the Employer and six cents (6¢) from the employee. Effective 8/2/06 the contribution to IMPACT shall increase to twenty-four cents (24¢) per hour, which consists of fifteen cents (15¢) from the Employer and nine cents (9¢) from the employee.

Section 5.10 Journeyman Upgrade Training Fund: Journey man upgrade training will be made available to all members of the Union. Upon completion of ten hours of skill upgrade training, a journeyman shall receive a stipend of $100 from the Journeyman Upgrade Training Fund.

The training will be funded by a six cent (6¢) per hour contractor contribution to a Journeyman Upgrade Training Fund with curriculum selected and administered by Iron Workers Joint Apprenticeship Committee.

Section 5.11 Wage Deductions: (a) Provided that the employee has signed a written assignment and the written assignment has been provided to the agent of the Employer, as provided herein, or to the Employer, if requested, authorizing deductions of working dues in the amount stated below, which is in effect at the time when any wages become due hereunder, the Employer shall deduct from the net wages payable to such employee, and shall pay over to the Union, as working dues on behalf of such employee, an amount equal to one and one-half percent (1-1/2%) of the total dollar amount of gross wages and fringe benefit contributions plus uniform assessments payable to and on behalf of such employee.

(b) Provided that the employee has signed a written assignment, and the written assignment has been provided to the agent of the Employer, as provided herein, or to the Employer, if requested, authorizing deductions of political contributions in the amount stated below, which is in effect at the time when any wages become due hereunder, the Employer shall deduct from the net wages payable to such employee, and shall pay over to the Iron Workers' Local 396 Voluntary Fund, as political contributions on behalf of such employee, two cents (2¢) per hour for each actual hour worked by such employee.

All amounts paid by the Employer pursuant to subsection (a) or (b) above are part of the employee's wages and shall be considered as such in computation of overtime and payroll withholding and for all other purposes.

(c) The Union shall obtain the written assignments referred to in subsections (a) and (b) above from individual employees who voluntarily choose to execute them, and the Union shall promptly deliver a signed copy of each such written assignment, and any revocation thereof, to the Associated General Contractors of St. Louis, which shall receive the same as agent for, and on behalf of, the Employers party to the Agreement. Upon request at any time from any Employer, the Union shall immediately furnish to the Employer, by fax if requested, copies of any written assignments signed by the employees named in the Employer's request. The furnishing of such copies shall constitute a representation by the Union that signed copies of such written assignments were delivered to the above-named agent for the Employer and that the same have not been revoked and remain valid and in effect. An Employer shall have no obligation to

withhold amounts pursuant to subsections (a) and (b) from the wages of any employee for whom the Union fails to provide, on request, a copy of a written assignment.

(d) The Union hereby agrees to defend, indemnify and hold harmless each Employer from and against all claims, grievances, loss, expense and liability, including legal expense, resulting from the Employer's deduction from the wages of any employee or employees, and payment as described, of amounts pursuant to subsections (a) and (b), or resulting from any insufficiency in an employee's written assignment or from any error in information or representations furnished by the Union pursuant to subsection (c).

Section 5.12 Fringe Benefit Remittance Procedures: The Employer shall remit all payments required under Sections 5.04 through 5.11 hereinafter referred to as "Fringe Benefit Contributions", as follows: The Employer agrees to be bound by the terms and provisions of the written Depository Agreement dated, June 30, 1993, executed by the Associated General Contractors of St. Louis and United Missouri Bank of St. Louis, N.A., pursuant to which the United Missouri Bank acts as a depository and Employers' disbursing agent for Fringe Benefit contributions. The Employer shall remit Fringe Benefit contributions monthly, by calendar month, in such timely manner that the contributions will be credited to the respective Fringe Benefit payees by the 15th day of the month following the month for which the contributions are made. The Employer's remittance shall consist of a single check, made payable to "Iron Worker Local 396 Fringe Benefits," in the combined amount of all Fringe Benefit contributions due for the month plus $1.50 bank service charge, together with a completed and signed Remittance Report in the form established under the Depository Agreement. Remittance Report forms may be obtained from the Union. The Employer's remittance shall be sent to the address shown on the current Remittance Report form.

Upon implementation and sixty (60) days advanced notice of an electronic payment system, Employers shall remit Fringe Benefit contributions on a weekly basis by a process completed via the internet, in such a timely manner that the contributions will be credited electronically to the respective Fringe Benefit payees by the second Friday following the Employer's payroll weekending date for which the contributions are due. The Employer's remittance shall be in the form of an electronic transfer payment. If the Employer is unable to process an electronic transfer payment, then provisions shall be made available to print the electronic form from the internet and mail a check with the electronically completed form to "Iron Worker Local 396 Fringe Benefits," in the combined amount of all Fringe Benefit contributions due. Terms similar to the provisions of the Depository Agreement will be applicable to the electronic payment system.

Section 5.13 Delinquencies: (1) Contributions to Iron Workers' and St. Louis District Council Pension Plan, to Iron Workers' St. Louis District Council Welfare Plan, and to the Iron Workers' St. Louis District Council Annuity Trust Fund, are due by the appropriate date as specified in Section 5.10 for which contributions are due. All contributions not timely received shall be considered delinquent and the Employer shall owe an additional amount equal to ten percent (10%) of the contributions as liquidated damages.

The above contributions due plus liquidated damages equal to ten percent (10%) of the contributions due shall constitute a debt owed by the Employer to said Funds' Trustees, and, in

addition to all other remedies on account thereof available to said Trustees and/or the Union, such debt may be recovered by suit or action at law brought by said Trustees and/or the Union, and in the event of such action the Employer agrees to pay in addition to the amount found due on such debt (including liquidated damages), all Court costs, interest on such debt at the rate of ten percent (10%) per annum computed from the due date of each such contribution and a reasonable attorney's fee payable to the attorney or attorneys representing the Trustees and/or the Union in such action with the amount thereof fixed by the Court.

In the event the Employer fails to make prompt and timely reports as required and payment of the contributions due to Iron Workers' St. Louis District Council Pension Plan, to Iron Workers' St. Louis District Council Welfare Plan, Iron Workers' St. Louis District Council Annuity Trust Fund, PRIDE of St. Louis, Inc., IMPACT, and to the St. Louis Construction Training and Advancement Foundation, the Union, following seventy-two (72) hours written notice by the Fund Trustees or the Union to such delinquent Employer, may order cessation of all work covered by Employer on all jobs of Employer until such reports are made and contributions due are paid.

(2) An Employer who is delinquent in payment of Fringe Benefits specified in this section or who has not employed Local No. 396 Iron Workers for a period of six (6) months may be required to pay Fringe Benefits on a weekly basis.

Section 5.14 Surety Bond: The Employer shall secure and maintain surety bond in the minimum amount of $25,000 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount.

Should the Employer be, at any time, unable to fulfill this obligation as above provided, he shall be required to pay all wages, health and welfare, pension and annuity in cash on a weekly basis.

Section 5.15 Insurance: The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by Missouri State Law.

The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this Section.

Section 5.16 Apprentice Training: The Joint Apprenticeship Agreement dated October 14, 1953, as revised, between the Associated General Contractors of St. Louis and Local Union No. 396, of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers of St. Louis and Vicinity shall be part of this Agreement and the employer and the Union agree to be bound thereby.

One (1) apprentice will be assured to any Employer who employs three (3) journeymen, except ornamental iron work, and on such work one (1) apprentice will be assured to one (1) journeyman Iron Workers, and on spinning of cables on suspension bridges one (1) apprentice shall be assured to each journeyman. The ratio of apprentices to journeymen may be adjusted higher by approval of the General Executive Board.

In the apprentice training program the Employer agrees when work is available, to keep the apprentice for his entire training period.

Payment of any rate over and above the scale of wages shown herein shall not be construed to establish a precedent or be used to increase the rates herein specified.

Section 5.17 Travel Expense: In the event the client or owner of a large project considers that such circumstances as location of the site and difficulty of access to the site, because of traffic conditions on roads to the site resulting from employment of a large number of employees on such large project warrants the payment of reimbursement for travel expense and agrees to pay trades employed on his project such travel expense reimbursement in an equitable amount agreed upon by the trades, the employees covered hereunder shall receive such payment.

Section 5.18 Transportation: Employees sent to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling time in accordance with requirements of the Wage and Hour Law and expenses, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days. Employees sent 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 or such employees shall be sent back to the point from which sent originally with time and transportation paid by the Employer. Employees so sent to any job by the Union who fail to live up to the agreement they were sent under, or who refuse to work, shall be held responsible by the Union, and the Employer shall be reimbursed by the Union for the actual expenses incurred.

Section 5.19 Vacation: An employee may, upon three (3) weeks prior notice to the Employer, take a leave of absence for a vacation not to exceed two (2) weeks from the job on which he is employed, without jeopardizing future employment on that job, provided however, that the work on the job is in progress on his return and that no more than one (1) employee on such job shall be on vacation leave at any one time without agreement to that effect with the Employer.

Section 5.20 Payday: The work week shall end at quitting time Tuesday night. Employees shall receive their wages by quitting time on the following Friday at the job site on which they are working. In the event of inclement weather pay checks will be available at the approved starting time.

When employees are discharged, they shall be paid in full in cash or other legal tender on the job immediately, and if required to go to some other point or to the office of the Employer, employees shall be paid for the time required going to such places. When employees quit of their own accord, they shall wait until the regular payday for the wages due them. If the employee's check is postmarked later than 24 hours past the scheduled payday, not including Saturdays, Sundays and Holidays, the Employer shall pay the employee four (4) hours pay at the straight time rate per day of delay, provided the employee must notify the Employer of the failure to receive the check no later than five (5) days after the day of scheduled payday to receive the penalty payment. If an Employer's check to an employee is returned for insufficient funds, the

Employer will be forced to pay in cash or cashiers check and pay any bank charges incurred by employee whose personal checks were written with insufficient funds.

When employees are laid off, the Employer shall have the option of paying the employee off that day or sending their paycheck postmarked no later than the day following day of layoff. If the employee's check is postmarked later than the day following the day of layoff, the Employer shall pay the employee four (4) hours pay at the straight time rate per day of delay, provided the employee must notify the Employer of the failure to receive the check no later than five (5) days after the day of layoff to receive the penalty payment.

If the Employer fails to comply with above provisions more than two times, then the third time will be cause for the contractor to revert to layoff is pay off for the remainder of this contract. The Union shall notify the Employer, with copy to the appropriate association when such provision is invoked. In no instance shall checks be mailed or received payable for more than one pay period.

Any undue delay or loss of time beyond starting time (in inclement weather) or quitting time on payday in collecting pay due, caused to employees through no fault of their own, shall be paid for by the Employer causing such delay at the regular straight time wages.

Section 5.21 Composite Crew Pay: When an Iron Worker works in a composite crew with Carpenters, Cement Masons, Laborers, Operating Engineers or Teamsters, his rate of pay including fringes for the work in the composite crew shall not be less than any of these trades in the composite crew doing similar work.

ARTICLE 6
Foreman

Section 6.01 Where two (2) or more journeymen are employed, one (1) shall be selected by the Employer to act as foreman and receive foreman's wages, and the foreman is the only representative of the Employer who shall issue instructions to the employees.

There shall be no restriction on the part of the Union as to the employment of foremen 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.

Section 6.02 When two (2) or more foremen are employed on one job doing the same type work by the Employer, one (1) of them, as designated by the Employer, shall act as General Foreman and receive General Foreman's wages. Appointment as General Foreman shall in no way relieve such employee of his duties as foreman.

Section 6.03 There shall be a foreman in each sheeting gang and a foreman in each raising gang. A minimum of one (1) foreman shall be appointed to cover all other work on the same job when there are more than two (2) Iron Workers involved.

ARTICLE 7
Working Rules

Section 7.01 Hours of Work: Eight hours shall constitute a day's work, from Monday through Friday. When starting the job, the starting time will be established between 6:00 a.m. and 8:00 a.m. and shall not be changed without agreement from the union hall.

Employees shall be at their posts prepared to start work at the regular starting time provided the shed or room for the employees to change their clothes is adjacent to or within a reasonable distance from their work.

Where the employees' place of work requires Employer-furnished transportation, the employees shall be transported one way on the employees' time and the other way on the Employer's time. On projects where there is a significant amount of such transportation time, the Union agrees to negotiate this matter on a pre-bid basis.

On the job when tools and equipment are cared for outside of regular working hours, overtime rates shall apply.

Projects that cannot be performed during the regular workday: On Highway/Heavy Work or if required by owner the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollars and fifty cents ($2.50) per hour premium.

Section 7.02 Call in Pay and Reporting for Work: When an employee is ordered by the Employer or his representative to report for work and then through no fault of the employee is not put to work, the Employer shall pay him for two (2) hours time weather permitting work. If employee begins work in the morning and works for less than four (4) hours, he shall be paid for four (4) hours work weather permitting work. When an employee begins fifth hour of work and works for less than eight (8) hours, he shall be paid for eight (8) hours work weather permitting work. On overtime days, employee shall receive a minimum of four (4) hours pay at the applicable rate. Employee shall be paid for actual hours worked if he works for more than four (4) hours. However, to receive pay, in all instances, employee must remain on job.

Employee incapable of performing work in the opinion of the Employer and steward or without necessary tools shall be paid for only actual time worked.

When the employee is unable to work because of weather and is instructed by the Employer, or his representative, at the established starting time to remain on the job, then the employee shall be paid at the regular straight time rate of pay for such time until he is released or he is ordered to work. If told to wait, a minimum time of one (1) hour shall be paid.

Section 7.03 Lunchtime: If start of lunch period is delayed beyond 12:30 p.m., employees whose lunch period is so postponed shall be paid the straight time rate for such lunch period.

Section 7.04 Suppertime: Employees are to be allowed one-half (1/2) hour for supper with pay at the overtime rate if they work two (2) hours overtime after the end of their regular workday and if they are to continue to work after this supper period. In the event of additional overtime, employees will be allowed one-half (1/2) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime provided they are to continue working after such additional mealtime.

Where possible, employees shall arrange to eat alternately to permit work to proceed continuously, but this shall not be construed to deprive an employee of mealtime privileges and payment.

Section 7.05 Voting Time: R.S. Mo. Section 115.639 of Missouri Law. Any person entitled to vote at any election held within this State, or any primary election held in preparation for such election shall, on the day of such election be entitled to absent himself from any services or employment in which he is then engaged or employed, for a period of three hours between the time of opening and the time of closing of the polls for the purpose of voting; and any absence for such purpose shall not be sufficient reason for the discharge of or the threat to discharge any such person from such services or employment; and any such employee, if he votes, shall not because of so absenting himself, be liable to any penalty, nor shall any deduction be made on account of such absence from his usual salary or wages; provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this section shall not apply to a voter on the day of election, if there be three successive hours while the polls are open in which he is not in the service of his Employer. The Employer may specify any three hours between the time of opening and the time of closing of the polls during which such employee may absent himself as aforesaid.

If requested by Employer, the employee shall have forms signed at the polling place indicating that his vote has been cast and return such form to the Employer. These forms shall be furnished by the Employer. The Employer agrees that he will not alter previously scheduled shifts to deprive employees of pay.

Section 7.06 Holidays and Overtime: Time and one-half shall be paid for first two (2) hours Monday through Friday and first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be at double time rate. Double time shall be paid for all time on Sunday, Memorial Day, 4th of July, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day and Labor Day or the days observed in lieu of these holidays.

Time and one-half for overtime: Time and one-half shall be paid for all work defined in the National Remodeling, Repair, Replacement Solar, Decommission Maintenance and Renovation Agreement in effect on August 1, 1983.

Section 7.07 Shift Work: Shifts may be established when considered necessary by the Employer.

A. Shift hours and rates will be as follows:
First Shift: Eight (8) hours plus one-half (1/2) hour for unpaid lunch

Second Shift: Eight (8) hours plus one-half (1/2) hour for unpaid lunch
Third Shift: Eight (8) hours plus one-half (1/2) hour for unpaid lunch

B. Shifts shall be established for a minimum of three (3) consecutive workdays.

C. If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2)-shift operation to permit the maximum utilization of daylight hours. The starting time shall begin at the same time for all workers on a shift.

D. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollars and fifty cents ($2.50) per hour premium for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus three dollars and fifty cents ($3.50) per hour premium for eight (8) hours work.

Payment for shift work shall be determined by when an Employer first begins his shift operation i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid at straight time, the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one half, the shifts which start on Sunday morning and end on Monday morning will be paid at double time. Employees working during the normal workday shall receive first shift pay; employees working predominately during the evening hours shall receive second shift pay; employees working predominately during the early morning hours shall receive third shift pay.

E. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rate.

Section 7.08 Drinking Water, Clothes Room, Sanitary Facilities: The Employer shall furnish suitable drinking water and sanitary drinking cups at all times. Jobs exceeding five (5) working days duration shall be provided with a shed or room of sufficient size for employees to change their clothes with heat during winter months. When a general contractor or anyone signatory to this Agreement has a change shed or room on any job, it shall be made available to the Iron Workers on the job.

Sanitary toilets shall be provided on all jobs.

Section 7.09 Tool Storage and Loss: The Employer shall provide a reasonably secure shed or toolbox for storage of employees' tools. A list of employee's tools which will be left on the job between working hours shall be given to the Employer or his authorized representative before employee starts to work. Should tools be stolen or destroyed by fire when in such storage, the Employer shall pay the actual value of such tools stolen by forcible entry or destroyed by fire.

All small hand tools required shall be furnished by the employee. The Employer shall replace such small hand tools and prescription safety glasses broken on the job in the performance of the work when such broken tools are turned in to the Employer.

Section 7.10 Derricks, etc.: The Employer shall have the discretion to employ a sufficient number of employees in order for the work involved to be performed in a safe and expeditious manner but in no case shall there be less than four (4) employees and a foreman.

Section 7.11 Forklift Trucks: When using forklift trucks for the installation and assembly of machinery by Iron Workers and the in-plant moving of machinery incidental to the installation and assembly by Iron Workers, a minimum of one (1) employee will be used if it is determined by the Employer that job can be done safely.

Section 7.12 Mesh - Positioning: One (1) Iron Worker will be employed for the purpose of positioning wire mesh in concrete floors or slabs on the ground during the concrete pouring operation where Iron Workers have installed the mesh. When required, in the opinion of the Employer and the Iron Worker Foreman, more Iron Workers will be employed for this purpose.

It is understood that on structural slabs above ground such as corruform decks and similar decks having mesh reinforcement only, an Iron Worker will be available for maintenance if required.

Section 7.13 Reinforcing Steel Maintenance: With the exception of a single wall or stub columns or stub piers where the vertical bars have been poured with the footing not to exceed four feet (4 ft.) in height, there shall be an Iron Worker constructively employed on all reinforced concrete pours for the installation and/or maintenance of reinforcing steel during the pouring.

Section 7.14 Reinforcing Steel (Unloading) and Placing Footing Reinforcing: When Iron Workers are employed on a job by the Employer doing reinforcing steel work, the unloading, racking and placing of reinforcing steel on the ground floor of a building in view of crane operator with power equipment can be done with the number of Iron Workers so employed provided that in no case shall less than three (3) Iron Workers be used for such unloading, racking and placing. When reinforcing steel is being placed in footings and low walls with power equipment, the minimum crew shall be three (3) employees. When hoisting reinforcing steel, four (4) employees and a foreman must be used if all employees landing steel are not in view of the operator.

Section 7.15 Steel Erection: On all work under the jurisdiction of the International Association, a sufficient number of employees will be used in order for the work to be performed in a safe and expeditious manner. This means that an Employer will use four (4) employees and a foreman on all steel erection jobs that require a crane and cannot be completed in three (3) working days or less.

When erecting heavy steel (i.e. bridge girders, heavy trusses, etc.) the accepted practice is to use four (4) employees and a foreman. All crew sizes as stated in this section can be waived with the approval from the Union as long as the work can be done in a safe and expeditious manner.

On all other steel erection that require a crane and can be completed in three (3) working days or less, an Employer will use one (1) foreman and no less than two (2) employees. If an Employer fails to comply with the above provision on two (2) occasions the contractor shall revert to a

foreman and no less than four (4) employees for the remainder of the contract, upon written notification of any violation by the Union.

In order to protect work opportunity of our members on all work coming within our jurisdiction, it is mandatory we use all available skills and exercise good judgement. Safety must be considered as well as over manning.

All crew sizes as stated in this section can be waived with the approval from the Union.

Section 7.16 Welder - Certified: When a welder is certified for a job by the Employer, a copy of the certification papers will be furnished to the welder upon completion of the welding work and to the Union within thirty (30) days after his termination.

Section 7.17 Welder and Burner Assistants: When welding or burning the following shall apply:

1 welder or burner..... 1 assistant
2 welders or burners..... 1 assistant
3 welders or burners..... 2 assistants
4 welders or burners..... 2 assistants
5 welders or burners..... 3 assistants
6 welders or burners..... 3 assistants

If more welders or burners are employed, the same ratio of assistants to welders or burners shall be used.

Only under extreme conditions such as welding or burning on bar joists, from ladders, swinging scaffolding or staging, each welder or burner shall be provided with an assistant. While manlifts are not considered extreme conditions, there are times that warrant, for reasons of safety and productivity one (1) burner or welder and one (1) assistant.

It is agreed that the assistant or assistants shall perform any and all duties pertaining to the welding or burning.

On metal decks the assistant or assistants can be assigned to assist in laying the decking.

If fire hazards or other extraordinary conditions exist, welders or burners, employed in such location shall have an assistant for each welder or burner so employed.

When the Union feels that conditions on any job justify an additional assistant or assistants, then one (1) representative appointed by Local 396 and one (1) by the Associations shall immediately investigate and resolve the complaint.

There shall be no work stoppage until this two (2) person committee has had the opportunity to arrive at a decision which shall be binding.

Section 7.18 Piece Work: Piece work of any description is prohibited.

Section 7.19 Steward: There shall be a steward on each job who shall be appointed by the Business Representative from the employees on the job. The steward shall promptly take care of injured employees and accompany them to their home or to a hospital without any loss of pay.

The Employer agrees that the 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 employee laid off providing he is capable of performing the work in question.

The parties agree that the steward shall have no authority to induce, encourage, cause or condone any strike, work stoppage or interruption of work.

For the convenience of the Union, the job steward shall keep a record of workers laid off and discharged. He shall report the injury of any employees to the proper officers of the Union. He shall also report all scheduled overtime on weekends to the Business Agent.

It is understood and agreed that the Employer is in no way responsible for the performance of these functions by the steward.

Visiting Jobs: The Business Representative shall be permitted on all jobs, but will in no way interfere with the employees during working hours unless permission is granted by the Employer.

Safety Provisions

Section 7.20 Safety Provisions: Each Employer shall have the right to design and adopt a safety program for the purpose of preventing injury to employees and other persons, damage to property, and lost time resulting from job site accidents. An Employer's safety program may include rules and policies imposed on the Employers by law or regulation or OSHA standard, by an owner's requirements, as well as the Employer's own rules and policies to promote safety on the job excluding a Drug and Alcohol screening policy other than as provided for in Section 1.02 of this Agreement.

Section 7.21 Planking Floors: Working floor upon which derricks set must be covered tight with suitable planking over entire floor except where openings are left for ladders.

On buildings, bridges, or other structures where structural steel is erected or dismantled with mobile cranes, or by other methods, all upper areas where materials are landed for further handling shall be planked so as to provide safe working areas for the employees.

Planking, decking or nets, covering a radius of at least ten (10) feet, shall also be provided not more than two (2) floors, or a maximum of twenty-five (25) feet beneath all points on all buildings, bridges, and other structures while employees are working at such points.

Provisions of this clause will be subject to review and interpretation on a job basis by a four (4) member committee, two (2) from Union and two (2) from Associations, which will meet within twenty-four (24) hours after notice by either party. This committee will be obligated to review cases involving Associations' members only.

Section 7.22 Stiffening and Supporting Working Load Points: 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.

Section 7.23 Riding the Load or Load Falls: No member of bargaining unit shall be permitted to ride the load or load fall except in case of inspection, and erection and dismantling of derricks.

Section 7.24 Slings: Steel cable will be used instead of chains or hemp slings.

Section 7.25 Elevator Shaft Protection: No member of bargaining unit will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above men working shall be planked safe in all elevator shafts.

Section 7.26 Overhead Cranes, Crushers: There shall be no work on any overhead crane, crusher or conveyor until fuses have been removed and switch box locked, or the safety of the employees is otherwise made sure.

Section 7.27 Power Lines, High Tension: There shall be no work done in the immediate area of high-tension lines until the power has been shut off, or the lines insulated, or the safety of the members of bargaining unit otherwise provided for.

Section 7.28 Protection of Signal Devices: Proper practical safe housing, casing or tube shall be provided for any and every means, method appliance or equipment employed to transmit or give signals, directing work or operation of any devices used in connection with work being done by members of bargaining unit.

Section 7.29 Communication System: When derricks are used for hoisting structural steel or other materials, two-way radio, telephone or other approved signals shall be used unless manual signals are most appropriate.

Section 7.30 Tripping Hazard: Unless all tripping hazards such as Nelson studs, channel shear connectors, bent bars or rods, are installed after the erection of structural steel members, suitable protection against those tripping hazards must be provided. If beams are planked or expanded metal or other means of protection satisfactory to the Joint Safety Committee is used in lieu of field application of the shear connectors the protection shall be installed by Iron Workers and be securely fastened to provide a safe walking surface before erection of the structural steel member.

Section 7.31 Any difference or dispute concerning interpretation or application of the Safety Provisions of this Agreement shall be resolved in accordance with the Grievance and Arbitration procedures set forth herein.

Section 7.32 All safety equipment required by the contractor is to be supplied by contractors - welding gloves, sleeves, safety harness, regular safety glasses, smoke eater or fan.

Section 7.33 Safety Review Committee: A four (4) member subcommittee, two (2) from Union and two (2) from the Associations, will be formed to review alleged safety violations by Associations' members. If subcommittee cannot reach agreement, the entire Iron Worker Committee will meet. This subcommittee will meet on twenty-four (24) hour request by either party to formulate a recommendation for the proper course of action.

Section 7.34 Cardinal Principles: The seven principles set out directly below are the essence of this entire Agreement and no clause in the Agreement shall be construed so as to encroach upon or violate any of the said principles.

1. There shall be no limitations as to the amount of work an employee shall perform during the working day.

2. There shall be no restrictions of the use of machinery or tools.

3. The use of apprentices shall not be prohibited.

4. The foreman shall be agent of the Employer.

5. Qualified journeymen are at liberty to work for whomsoever they see fit, but they shall demand and receive the wages hereinbefore set out in this Agreement.

6. Employers are at liberty to employ and discharge whomsoever they see fit, consistent with the terms of this Agreement.

7. There shall be no restriction of the use of any raw material or manufactured material except prison made.

ARTICLE 8
Grievance Procedure and Arbitration

Any difference or disagreement arising between employee and/or Union and the Employer with reference to any conditions of employment affecting employees subject to this Agreement that are not covered hereunder, or to the application or interpretation of this Agreement, and other grievances, differences or disagreements of the parties hereto, except jurisdictional disputes, that cannot be satisfactorily adjusted by the Employer and the job steward shall be referred to the Business Agent of the Union and the proper officials of the Employer. All grievances that cannot be settled between the officials of the Employer and the Business Agent of the Union shall, except as provided below, be referred to a Board of Arbitration consisting of three (3) members, one (1) of whom shall represent and be appointed by the Union, one (1) of whom shall represent and be appointed by the Employer and the two (2) thus chosen shall select the third. The Union and Employer shall select their representatives within five (5) days after receipt of written notice by one from the other requesting arbitration. On failure of the two (2)

thus chosen to agree upon a third member to complete the Board within a period of ten (10) days after notification by one party to the other of the last named of the first two (2) members, then either party may request a panel of five (5) arbitrators from the American Arbitration Association so that the parties, by alternately striking names, shall select one (1) to serve. The decision of a majority of the Board shall be final and binding on all concerned. Each of the parties hereto shall pay their own costs of arbitration and the compensation of their own representative. The compensation of the third member and other expenses of the arbitration shall be borne equally by the Employer and the Union.

If arbitration is requested by the Union, or by the Associations on behalf of a member Employer, the Employer and the Union agree to submit the grievances to an Arbitration Board as provided in this Agreement. However, if arbitration is not requested by either the Union or by the Associations on behalf of a member Employer, or if the Employer does not name its member to the Board as set out above, or if the Employer does not comply with the arbitration award, the Union reserves the right to use its economic power in support of its demands, and in such event it is agreed by both parties that such action taken by the Union shall not constitute a violation of this Agreement notwithstanding any provision of this Agreement to the contrary.

It is understood that bargaining with respect to change of wage rates or other conditions of employment upon termination of this Agreement is not a grievance hereunder or subject to arbitration.

No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing of written complaint with the Employer or the Union in such arbitration proceedings. Nothing herein contained shall prevent an employee from presenting his individual grievance as provided for and guaranteed by the Labor-Management Relations Act of 1947, as amended.

Upon failure or refusal of the Employer or the Union to comply fully with the provisions of this Article, the provisions of Article 9 shall not apply.

ARTICLE 9
Strikes

Except as herein otherwise provided, employees shall not cease work, slow down or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract, and the Employer shall not lock out any employee covered hereunder during said term. Recognition of a picket line established by other than this Union shall not be a violation of this provision.

ARTICLE 10
Jurisdiction

Section 10.01 Craft Jurisdiction: It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers; it being understood that the claims are subject to trade agreements and decisions of

record as recorded in the "Handbook of Agreements of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers" and in "Agreements and Decisions Rendered Affecting the Building Industry", as amended, approved by the Building and Construction Trades Department, AFL-CIO (Green Book).

Section 10.02 Nothing in this Agreement other than as stated in Sections 1.04 and 10.01 shall be construed to define or determine any craft or work jurisdiction or recognition thereof by the Employer.

There shall be no stoppage of work because of jurisdictional dispute.

ARTICLE 11
Exoneration

Section 11.01 That except as herein otherwise provided during the term of this contract, the Union will not authorize, cause, induce, support or condone any strike, whether general or sympathetic or any work stoppage or slow down of work, or walkout by any of the employees covered hereunder, or the Union, or any members of the Union, nor will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

Section 11.02 The Union further agrees that should any of its members or its agents engage in such activities without authority from the Union, the said Union will (by public announcement, advertisement, or such other means as shall seem practical):

(a) Request them to immediately return to work

(b) Advise them that they are violating the Union Agreement with said Employer; and

(c) Grant them no assistance

It is further agreed that any employee or employees engaging in such unauthorized action shall be subject to discharge by the Employer without further notice, and the action of the Employer in so discharging such employee or employees shall not be subject to dispute by the Union, or subject to arbitration.

It is further agreed that the Union will, on written request by the Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office at St. Louis, Missouri, whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

In consideration of the foregoing, the Employer agrees that it will not hold said Union liable for any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, supported or condoned by said Union.

It is further agreed that a concerted refusal of employees of any Employer to report for work, without cause, when requested by Employer to so report for work, shall constitute just cause for discharge.

Section 11.03 It is understood and agreed that the Negotiating Agents, the Associations, shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized and if not authorized the Employer will take immediate steps to rectify the situation complained of.

ARTICLE 12
Miscellaneous - Legal Compliance

Section 12.01 This Agreement including letters of clarification, intent, and agreements duly signed and attached covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein or attached hereto shall be of any force or effect upon the parties hereto.

Section 12.02 Should any provision of this contract be contrary to, or in violation of, any applicable existing or future law, then such provision in such event shall be void and of no force and effect, but all other provisions of this contract shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

ARTICLE 13
Management

The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work or other reasons is vested exclusively in the Employer, provided however, that this shall not be exercised for the purpose of discrimination against any member of the Union, or in any manner contrary to the provisions of this Agreement or law.

ARTICLE 14
Termination

This Agreement shall be effective and binding upon the parties from the date hereof until the first day of August 2007. This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless at least four (4) months prior to the termination of the original period of this Agreement, or within at least four (4) months of the termination of any renewal thereof from time to time, either the Employer or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matter in issue.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this _____ day of _____, 2004.

NEGOTIATING AGENTS

ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS

By Patrick Kozeny
Chairmen

By Tom Barta
Secretary

ERECTORS AND RIGGERS ASSOCIATION

By Ken Faust
President

By Tom Heeger
Secretary

CONSTRUCTION INDUSTRY COMBINED COMMITTEE

By Rick Grebel
Co-Chair

By Ken Faust
Co-Chair

LOCAL UNION NO. 396 OF THE
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL AND REINFORCING
IRON WORKERS OF ST. LOUIS AND VICINITY, AFL-CIO.

By Charles Decker
President

By James LaMantia
Business Manager

I hereby certify that this is a true copy of the foregoing Agreement as signed.

LEONARD TOENJES, President

When structural steel is being erected or repair work of a hazardous nature is being performed over the Mississippi or Missouri River the Employer shall have a power safety boat in the water with an employee who has satisfactorily completed Red Cross first aid and CPR training. One of the employees shall be a member of Local No. 396 providing a properly trained person is available.

SIGNED ON BEHALF OF
IRON WORKERS LOCAL 396

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SIGNED ON BEHALF OF C.I.C.C.

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LETTER OF AGREEMENT REGARDING HIRING AND LAYOFF PROCEDURES:

1. In order to provide a source of qualified Iron Workers for the St. Louis construction industry, it is agreed that the principal vehicle for training will be the Apprenticeship Training Program.

2. All Class I Journeymen, as defined below, in the work force may seek their own employment.

3. All Apprentices, as defined below, will be employed in accord with the rules of the Apprenticeship Training Program of Local 396 and the Employers, or any other program approved by the Employers and Local 396.

4. The Employer agrees that he will not hire any employees other than those specified in paragraphs 2 and 3 above, except as follows: The Union agrees to provide, when requested to do so by the Employer, sufficient good and efficient qualified Iron Workers, at all times within twenty-four (24) hours (excluding Saturdays, Sundays and holidays), except for certified welders and Ornamental Iron Workers in which case forty-eight (48) hours notice will be given. When, in such event, the Union is unable to supply the requested number of Iron Workers with specified qualifications, the Employer may employ such Iron Workers as are available. The Employer reserves the right to reject persons furnished by the Union.

5. Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin or union membership. In the event of a reduction of forces there shall be no discrimination in the layoff because of age.

6. The Employer will determine whether or not an applicant for employment, or an employee, is qualified to do the work. If any such determination has the effect of changing the normal priority of hiring or layoff as set forth herein, the Employer's good faith in making such determination shall be subject to the grievance and arbitration procedure contained in Article 8 of this Agreement.

7. In the event the Employer seeks referral by Local 396 of applicants for employment, referral shall be made first from any available Class I applicants; and if there are insufficient qualified applicants available from Class I, then from any available Class II applicants; and if there are insufficient qualified applicants available from Class II, then from Class III applicants.

8. Definitions

(a) Class I Applicants: Applicants who are either Class I Journeymen or Apprentices.

1. Class I Journeymen - Applicants for employment who either have completed the Apprenticeship or Minority Training Programs administered by Iron Workers Local 396 and the Employers (or any association of the Employers) or any succeeding jointly administered program; or have worked more than 6,000 hours at the Iron Worker trade for Employers party to this Agreement within the territorial jurisdiction of Local 396; or have qualified as Class I Journeymen after having worked as Probationary Employees.

2. Apprentices - Applicants for employment who are indentured in the Apprenticeship Training Program established by Local 396 and the Employers.

(b) Class II Applicants: Applicants for employment, other than those in Class I, who have established that they have worked not less than 6,000 hours in the Iron Worker trade.

(c) Class III Applicants: Probationary Employees, consisting of all applicants not within Class I or Class II. After a Probationary Employee has worked 6,000 hours as an Iron Worker for contracting Employers, of which 3,000 hours is within the territorial jurisdiction of Local 396, and after passing the standard journeyman examination of Local 396, he shall become a Class I Journeyman.

9. The Employer shall reduce its forces on a company-wide basis without regard to individual projects, from among the employees covered hereunder, in reverse order of referral classification, by appropriate transfer of employees from job to job when necessary. Class III Probationary Employees shall be first laid off, followed by employees within Class II provided the Employer has in his employ qualified journeymen or apprentices who can perform the work and finally those within Class I. When the work force is to be reduced, the Employer shall notify the Steward on that job of the layoff, and the Employer shall also notify the Steward on any other project from or to which employees will be transferred.

10. An Employer may employ directly, without referral by the Union, any specially skilled journeyman Iron Worker or foreman employee on his project(s) within the territorial jurisdiction of Local 396 provided that such employee has been regularly employed by the Employer for not less than six (6) months prior to his intended employment within the territorial jurisdiction of Local 396. The Employer shall notify the Union by letter of intent to employ such employee not less than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to effecting such employment.

SIGNED ON BEHALF OF IRON WORKERS LOCAL 396	SIGNED ON BEHALF OF C.I.C.C.
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LETTER OF INTENT

Composite Crew Pay

At such time as the composite crew pay provision is deleted in the collective bargaining agreement between the Associated General Contractors of St. Louis and the Carpenters' District Council of St. Louis, such provision shall be simultaneously deleted from the current collective bargaining agreement between Iron Workers Local 396 and the Associated General Contractors of St. Louis, Erectors and Riggers Association and Construction Industry Combined Committee.

SIGNED ON BEHALF OF
IRON WORKERS LOCAL 396

(s)_____

(s)_____

SIGNED ON BEHALF OF C.I.C.C.

(s)_____

(s)_____

Letter of Clarification **September 8, 1972**

Section 7.14 - Reinforcing Steel Maintenance

The intent of this clause is to mean Iron Workers shall be employed at all times on all pouring operations on all jobs where reinforcing bars are used except as defined in Section 7.14. While on job maintenance, should there be other work in the immediate area, the Iron worker will be required to perform other reinforcing steel work if there is evidence that such maintenance does not require physical labor for constant positioning, repositioning, tying or installing additional reinforcing. It is understood the "immediate area" means within a reasonable distance adjacent to the pouring operation. In any event, the Iron Worker shall be required to periodically check the pouring operation.

9/8/72 /S/ Joe Hunt, Jr.
/S/ C. E. Quick
/S/ Raymond F. Pieper

November 6, 1969

TO: MEMBERS OF ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS, CONCRETE CONTRACTORS ASSOCIATION, SITE IMPROVEMENT ASSOCIATION

RE: Parking Facilities

Gentlemen:

During the recent contract negotiations with Iron Workers Union Local No. 396 it was agreed by the CIJC Negotiating Committee to issue a letter of intent to all Employers of members of Iron Workers Union Local No. 396 stating our position in regard to what measures we would follow to alleviate the parking problem that Iron Workers are encountering.

"On jobs in congested areas where free parking is a problem the Employer or General Contractor will endeavor to exert his influence to make parking space available for the Iron Worker employee. On any and all jobs where or when parking space is or becomes available on the job site suitable parking facilities will be provided for Iron Worker employees. Where parking is available, any cost involved in grading and rock fill when required will be borne by the Employer.

"It is understood that any such parking that is provided for Iron Workers on construction sites is at the employee's risk in that the Employer or Contractor will not be responsible for any expense or liability except as specifically stated herein."

Sincerely,

CIJC IRON WORKERS NEGOTIATING COMMITTEE

/S/ William L. Pemberton
Co-Chairman

/S/ Raymond F. Pieper
Co-Chairman

cc: Iron Workers Local 396

August 5, 1977

Letter of Clarification

Crew Sizes

It is understood that any minimum crew sizes stated in this Agreement can be waived with the approval of the Business Agent.

/S/ G. H. Albers

/S/ Joe Hunt, Jr.

FOR USE BY CONTRACTORS NOT
MEMBERS OF A.G.C., ERECTORS
AND RIGGERS ASSOCIATION AND C.I.C.C.

AGREEMENT

The undersigned as an Employer and the undersigned Union hereby adopt and agree to be bound by all of the provisions of the attached Collective Bargaining Agreement and by all modifications, amendments, changes, renewals and extensions thereof at any time made so long as the same remain in force.

And the Employer hereby ratifies and agrees to be bound by all of the terms and provisions of the Iron Workers St. Louis District Council Pension Plan, Iron Workers St. Louis District Council Annuity Plan, the Iron Workers St. Louis District Council Welfare Plan, as well as the St. Louis Construction Training and Advancement Foundation and all amendments thereto and modifications thereof as though an original Employer party to said Trusts and to make required contributions thereto.

St. Louis, Missouri

_____ day of _____, _____

EMPLOYER

_____

By_____

Address_____

International Association of Bridge, Structural, Ornamental
and Reinforcing Iron Workers Local Union No. 396
A.F.L.-C.I.O.

By_____
President

By_____
Business Manager