

## **IRON WORKERS JOINT AGREEMENT**

Between THE BUILDERS' ASSOCIATION, hereinafter referred to as the "Association", and the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, LOCAL UNION NO. 10, hereinafter referred to as the "Union".

### **ARTICLE I DECLARATION OF PRINCIPLES**

That there shall be no limitation as to the amount of work a man shall perform during his working day.

That there shall be no restriction in the use of machinery or tools.

That no person shall have the right to interfere with workmen during working hours.

That the use of apprentices shall not be prohibited.

That the foreman shall be selected by and be the agent of the employer.

That all journeymen are at liberty to work for whomsoever they see fit.

That all employers are at liberty to employ and discharge whomsoever they see fit, through the foreman, or direct if there is no foreman in charge.

### **ARTICLE II UNION SECURITY**

It shall be a condition of employment that all employees of any member of the Association covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those employees who are not members of the Union on the effective date of this Agreement may be required after the seventh day following the effective date of this Agreement to become and remain members in good standing in the Union. It shall also be a condition of employment that all employees of any member of the Association hired by such member of the Association on or after its effective date may be required after the seventh day following the beginning of such employment to become and remain members in good standing in the Union. The Employer shall not be required to discharge any employee for noncompliance with the foregoing until the Employer receives a written request from the Union specifying the reason for such request.

This entire Article shall not be effective in the state of Kansas so long as union security is prohibited in Kansas nor in any state which prohibits union security provisions, and shall in no event permit or require any greater union security in any state than is permitted by the laws of that state.

### **ARTICLE III JURISDICTION OF AGREEMENT**

The jurisdiction of this Agreement shall extend to and include the following counties in Missouri: Andrew, Atchison, Barton, Bates, Benton, Buchanan, Caldwell, Carroll, Cass, Cedar, Chariton, Christian, Clay, Clinton, Cooper, Dade, Dallas, Daviess, Dekalb, Douglas, Gentry, Greene, Grundy, Harrison, Henry, Hickory, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Mercer, Moniteau, Morgan, Nodaway, Ozark, Pettis, Platte, Polk, Putnam, Randolph, Ray, St. Clair, Saline, Sullivan, Taney, Vernon, Webster, and Worth; and portions of Adair, Boone, Camden, Laclede, Macon, Miller and Wright and the following counties in Kansas: Allen, Anderson, Atchison, Bourbon, Brown, Coffey, Doniphan, Douglas, Franklin, Jackson, Jefferson, Johnson, Leavenworth, Linn, Marshall, Miami, Nemaha, Osage, Pottawatomie, Riley, Shawnee, Wabaunsee, Wyandotte, and portions of Geary, Neosho and Crawford counties. The entire geographic area encompassing Fort Riley, Kansas located in both Riley and a portion of Geary County in Kansas will be included in the geographic jurisdiction of Local Union No. 10.

#### **ARTICLE IV JURISDICTION OF WORK**

This Agreement covers all types of construction work within the established craft jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. It is agreed that the Employer will endeavor to make work assignments conform to traditional craft jurisdictional lines and that the Union will endeavor to recognize, respect and abide by the traditional jurisdictional rights of other organizations and seek to avoid claims for work assignments which encroach upon the jurisdictions of other organizations.

Work assignments shall normally be made by the employer in accordance with the following:

1. Existing or future agreements between International Unions.
2. In the absence of the foregoing, in accordance with established practice in the local area.
3. In the absence of the foregoing, in accordance with any understanding or agreement by and between the employer and the unions having an interest therein.

It is agreed that if a jurisdictional dispute should occur involving the Union and other construction unions there shall be no stoppage of work because of such dispute and the work assignment made by the employer shall be honored by the Union. If the unions involved and the Association are unable to settle the dispute the disputed work shall continue to proceed as assigned by the contractor and the dispute may be referred by any of the parties involved to the International Presidents of the unions involved to seek a final determination by them or their assigned representatives.

The Union may resort to any legal rights it has under this Agreement if the above procedures are not followed with respect to work jurisdiction.

#### **ARTICLE V HEALTH AND WELFARE FUND**

**Section 1.** Employer shall pay Six Dollars and fifty cents (\$6.50) per hour worked or paid (whether regular or overtime) by each employee covered by this Agreement to the Commerce Bank (hereinafter called "Depository"), or to such other fiduciary as may be hereinafter designated by the parties to this Agreement, on a monthly basis each month this Agreement is in effect. Upon receipt of said payments the Depository shall pay over said payments into the MO-KAN IRON WORKERS WELFARE FUND for the purposes set forth in the Welfare Trust Agreement executed between the parties hereto, entitled Agreement and Declaration of Trust.

**Section 2.** Written reports shall be due concurrently with payments as set out in Section 1 above, and shall in all instances be made by the 10th day of each month for payments due in the last preceding month on forms furnished by and available from the Fund office and containing such information as the Trustees of the Mo-Kan Iron Workers Welfare Fund may require.

**ARTICLE V:A  
CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM**

**Section 1.** Commencing April 1, 2008, Employers shall pay to the Construction Industry Substance Abuse Fund a contribution per hour worked or paid (whether regular or overtime) by each employee covered by this Agreement to the Depository or to such other fiduciary as may be hereinafter designated by the parties to this Agreement, on a monthly basis each month this Agreement is in effect. The amount of contribution will be determined by the Mo-Kan Construction Industry Substance Abuse Program Fund (CISAP) and announced prior to the distribution of the annual increase, and shall not exceed six cents (\$.06) per hour worked or paid. For the period of **4-01-09 through 3-31-10, the CISAP fund contribution shall be five cents (\$.05) per hour worked or paid.** Upon receipt of said payments the Depository shall pay over said payments into the MO-KAN CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM FUND for the purposes set forth in the CISAP re-stated Agreement executed between the parties hereto.

**ARTICLE VI  
JOINT APPRENTICESHIP TRUST FUND**

Employer shall pay Fifty cents (\$.50) per hour for each hour worked or paid (whether regular or overtime) by each employee covered by this Agreement to Commerce Bank (hereinafter called "Depository"), or to such other fiduciary as may be hereinafter designated by the parties to this Agreement, on a monthly basis each month this contract is in effect. Upon receipt of said payments the Depository shall pay over said payments to the MO-KAN IRON WORKERS APPRENTICESHIP TRAINING AND EDUCATION FUND for the purposes of apprenticeship and training in accordance with the Trust Agreement which has been executed by the parties to this Agreement. Four Cents (\$.04) of the Fifty Cents (\$.50) shall be remitted, at the discretion of the Training and Education Fund Trustees, to the Ironworker Management Progressive Action Cooperation trust (IMPACT) or the National Iron Workers and Employers Apprenticeship Training and Journeyman Upgrade Fund. This remittance to IMPACT will not be an additional contribution from the employers.

**ARTICLE VII  
PENSION TRUST FUND**

The parties acknowledge that the Mo-Kan Iron Workers Pension Fund (Pension Trust Fund) is a trust fund established by the parties pursuant to Section 302 of the Labor Management Relations Act, as amended. Pursuant to the authority of the Trust Agreement of the Pension Trust Fund, the Trustees of said Pension Trust Fund administer two (2) separate plans of benefits, to-wit: a defined benefit plan named Mo-Kan Iron Workers Pension Plan and a defined contribution plan named Mo-Kan Iron Workers Annuity Plan. The Trustees of the Pension Trust Fund shall hold the assets of each plan in trust, separate and apart from the other, and shall separately account for the assets of each plan. The parties agree that the Trustees of the Pension Trust Fund are authorized to enforce the Employers' obligations to make contributions to each of the plans in the amounts set forth below.

**1) MO-KAN Ironworkers Pension Fund**

Employers shall pay Seven Dollars and Ninety-five cents (\$7.95) per hour for each hour worked or paid (whether regular or overtime) by each employee covered by this Agreement to Commerce Bank, (hereinafter called "Depository"), or to such other fiduciary as may be hereinafter designated by the parties of this Agreement, on a monthly basis each month this contract is in effect. Upon receipt of said payments, the Depository shall pay over such payments to the MO-KAN IRON WORKERS PENSION PLAN for the purposes set forth in the Trust Agreement executed between the parties hereto.

**2) MO-KAN Ironworkers Annuity Plan**

Employers shall pay Six dollars and Fifty cents (\$6.50) per hour for each hour worked or paid at straight time, Nine Dollars and Seventy-five cents (\$9.75) per hour for each hour worked or paid at time and one-half, and Thirteen Dollars (\$13.00) per hour for each hour worked or paid at double time, by each employee covered under this agreement to Commerce Bank (hereinafter called "Depository"), or to such other fiduciary as may be hereinafter designated by the parties of this Agreement, on a monthly basis each month this contract is in effect. Upon receipt of said payments, the Depository shall pay over such payments to the MO-KAN IRON WORKERS ANNUITY PLAN for the purposes set forth in the Trust Agreement executed between the parties hereto.

**ARTICLE VIII  
INDUSTRY ADVANCEMENT FUND**

Each employer shall pay Twenty-eight Cents (\$.28) per hour for each hour worked or paid (whether regular or overtime) by each employee covered by this Agreement to Commerce Bank (hereinafter called "Depository"), or to such other fiduciary as may be hereinafter designated by the parties to this Agreement, on a monthly basis. Upon receipt of said payments the Depository shall pay over such payments to The Builders' Association for the purposes and in accordance with the instrument entitled "Building & Iron Working Industry Advancement Fund" dated September 12, 1977.

**ARTICLE IX  
FUND COLLECTIONS**

1. The Employer contributions and reports required for the Health and Welfare Trust Fund, the CISAP Drug Testing Fund, the Apprenticeship Trust Fund, the Pension Trust Fund and the Advancement Fund as set forth in Articles V, V:A, VI, VII, and VIII respectively shall be made by the 10th day of each month for the period covering the last preceding month. Payments not made by the 10<sup>th</sup> of each month shall be deemed delinquent and if such delinquency continues beyond the end of the month when due, it is agreed that liquidated damages shall be paid in accordance with resolutions predetermined by the Trustees. Simultaneously with making said payment, the Employer shall also file a written report with said Depository setting forth the names, social security numbers, the hours paid and the county work was performed for each employee for whom payments shall have been made during the said period and such other information as the Boards of Trustees desire.

2. The Trustees of the aforementioned Trust Funds have broad powers to insure collection of contributions and preservation of the trusts including but not limited to, requiring Employers to be on an advance cash basis, or to post surety bonds and to require the payment of costs and reasonable attorney fees if it should be necessary for them to file suit for collection of monies owed.

3. In addition to the above, the Union shall have the right to enforce payment against delinquent Employers without resorting to the provisions of Article XVIII of this Agreement; however, in such event the Union shall notify the Association of such intent at least two working days prior to taking any overt action.

4. Each Employer shall, upon request of an official agent of any of the Boards of Trustees, permit such agent or designee during regular business hours to inspect and make copies of any and all records of the Employer pertaining to compensation paid to employees, hours worked by employees, monies withheld from employees for taxes paid on account of employees, and all other records relevant to and of assistance in determining whether the Employer's obligations hereunder to make payments to the Depository have been faithfully performed.

5. It is further agreed by and between the parties hereto that these Trust Funds will be used and operated at all times in such manner that payments by the Employer contributors will be deductible as expense items of said Employers for income tax purposes with all governmental taxing units.

6. The Trustees of the aforementioned Funds have the specific authority to require that out of town, visiting contractors, and also local contractors who have a history of chronic delinquencies of fringe contributions, to post a bond to guarantee the payment of fringe benefits. The adequacy of the bond shall be reasonably determined by said Trustees.

7. The Employer hereby expressly agrees to be bound by each and all the terms and provisions of the Trust Agreements establishing the Pension Fund, Welfare Fund and Training Fund. The Employer further agrees to be bound by all amendments, alterations or changes in the aforementioned Trust Agreements heretofore made or hereafter made during the terms of the current and subsequent labor contracts as long as such labor contracts provide for contributions to each of said Funds. The Employer further agrees to adhere to, comply with and be bound by all rules, regulations and resolutions of the Boards of Trustees of said Trust Funds.

8. The parties to this Agreement hereby authorize the Boards of Trustees of the Pension, Welfare and Training Funds to which contributions are made pursuant to this Agreement, to establish all reasonable and necessary rules for participation in the Plans, including, but limited to, rules for participation of corporate owner bargaining unit employees and family member bargaining unit employees of sole proprietorships and partnerships.

9. Employers agree that upon the failure to submit remittance report forms with all information, as required by this Agreement, the Boards of Trustees shall return the incomplete remittance report to the Employer to obtain the omitted information and the Employer fails to provide the omitted information after request by the Boards of Trustees, the Employer will pay liquidated damages not to exceed \$100 per report to the Trust Funds for failure to complete the report.

## ARTICLE X SUPPLEMENTAL DUES CHECKOFF

In accordance with the terms of an individual voluntary written authorization and check-off of membership dues in a form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the Employer shall deduct five percent (5%) of the gross wages as dues check-off (3% to Ironworkers General Fund, and 2% to the Ironworkers Target Program).

## ARTICLE XI WAGES FRINGE BENEFIT PLAN SCHEDULE

	4-1-09
Welfare	\$6.50
Pension	7.95
Annuity Plan	6.50
Apprenticeship	.50
Industry Advancement	.28
CISAP	.05
	\$21.78

The rate of wages shall be as follows:

**AREA I** comprises the counties of Buchanan, Cass, Clay, Jackson, Johnson, Lafayette, Platte, and Ray in Missouri, and Douglas, Johnson, Leavenworth, Shawnee and Wyandotte in Kansas.

Journeyman Iron Workers (Ornamental, Structural, Riggers & Reinforcing)	4-1-09 \$27.50*
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\*Effective April 1, 2010 the economic package shall be increased by \$1.90 per hour, on April 1, 2011 the economic package shall be further increased by \$1.90 per hour, and on April 1, 2012 the economic package shall be further increased by \$1.90 per hour. These increases will go to wages unless diverted to fringes.

Upon at least thirty days prior written notice to the Association the Union shall have the option to divert a portion of the scheduled increase effective April 1, 2010, April 1, 2011 or April 1, 2012 to the Health and Welfare, Pension Fund, Annuity Plan or Joint Apprenticeship Trust Fund contributions. As the result of the exercise of any such option the wage rates shall be adjusted accordingly.

**AREA II** comprises all counties in the territorial jurisdiction of Local 10 except those in AREA I listed above.

**AREA II** wage rates are \$3.00 per hour less than those shown for AREA I.

All ironworkers performing welding on job will receive Twenty-five Cents (\$.25) per hour above journeyman rate except for welding on corofom, bar joists, roof or floor decking and rebars. Whenever certified welding is specified, an employee performing such welding will receive Fifty Cents (\$.50) per hour above journeyman rate for actual hours involved in such certified welding.

To service and meet manning requirements of very large or specialized projects AREA I rates will apply to such projects located in AREA II. Examples of such projects are power plants, wholesale alternative energy production, major missile site alterations, communication tower projects, new major river crossings and new major dam and lock projects. Examples of projects **NOT** included are manufacturing plants, hospitals, shopping centers, etc.

When a project spans two different counties then the higher wage rate, whether contracted or governmentally required, shall prevail.

Connectors working with helicopters shall receive One Dollar (\$1.00) per hour above journeyman rate for actual hours involved in such work.

Where payment of wage rates and other working rules are deemed to be contrary to the best interests of the owner, contractor, and/or unions, it will not be a violation of this Agreement for the Union and the Association to mutually agree to an adjusted wage rate and working rules for a specific project, such as metal buildings, fence, strip shopping centers, tenant finish work, or jobs that do not have a prevailing wage or predetermined wage rate.

#### **APPRENTICE PERCENTAGES**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the wage paid Journeyman workers in Area I, regardless of the area in which they work. If the apprentice is working in Area II, the apprentice wage will not go above the Area II journeyman wage for Area II.

0 - 600 hours worked	55% of Journeyman's scale
601 - 1200 hours worked	60% of Journeyman's scale
1201 - 1800 hours worked	65% of Journeyman's scale
1801 - 2400 hours worked	70% of Journeyman's scale
2401 - 3000 hours worked	75% of Journeyman's scale
3001 - 3600 hours worked	80% of Journeyman's scale
3601 - 4200 hours worked	85% of Journeyman's scale
4201 - 4800 hours worked	90% of Journeyman's scale

### **APPRENTICE RATIO**

The following apprentice ratios may be used:

Four (4) Journeymen to One (1) Apprentice on structural such as structural erection, bridge erection,

Three (3) Journeymen to One (1) Apprentice on reinforcing steel, miscellaneous steel, bar-joist,

Two (2) Journeymen to One (1) Apprentice on metal buildings metal deck,

One (1) Journeyman to One (1) Apprentice on wire mesh, ornamental work and fence erection.

Apprentice ratio may be changed upon agreement between the Builders' Association and the Business Manager, with approval of the Union's Executive Board.

As required by the joint apprenticeship guidelines, an apprentice who is working shall not quit employment and go to work for another employer doing bargaining unit work, without permission from either the apprentice coordinator or a union representative.

The apprentice to journeyman ratio and/or wage scale or percentages may be different from the ratio and/or wage scale or percentages specified herein to the extent provided, permitted or required by an applicable International or Project Agreement. The ratios and/or wage scale or percentages provided in such agreement shall be applicable in accordance with such agreement when certified by either the International union or the applicable local union.

FOREMEN shall receive Two Dollars and fifty cents (\$2.50) more per hour than journeymen.

GENERAL FOREMEN. When, in the discretion of the contractor, a general foreman is required, the general foreman shall receive One dollar and fifty cents (\$1.50) per hour above the foreman rate of pay.

### **ARTICLE XII WAGES - PREDETERMINED JOBS**

Anything in this Agreement to the contrary notwithstanding, on Davis-Bacon or similar state or local law jobs where there is a predetermined wage, if said predetermined wage is the same as, or more than, the contractual rate, at the time of bidding, called for in this Agreement (excluding Industry Advancement), then this clause shall have no effect and the normal contractual rate of pay and increase as found in the Agreement shall apply.

If, however, the predetermined wage is less than the contractual rate called for by this Agreement (excluding Industry Advancement) then on that project the contractor shall not be required to exceed those wages and fringe benefits determined, only if prior to the job the employer asked the business manager of Local #10 and the Builders' Association for permission to implement this clause and permission is granted in writing by both parties.

The current fringe benefits of Health and Welfare, Pension, Annuity and Apprentice fringes will be paid throughout all such projects so that the wage rates absorb any decreases that may come into being by virtue of this Article.

It is agreed that in any instance where the Union is unable to furnish needed employees for a given project due to a low determined rate for that project, there is no liability on the Union for such failure and the employer may secure employees from any source to perform such work.

### **ARTICLE XIII WORKING RULES**

1. Eight (8) hours shall constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half rate except for exclusions stated in following paragraphs. The Employer, at the employer's discretion, may start the work day between 6:00 A.M. and 9:00 A.M. Any schedule chosen shall be started at the beginning of the work week (i.e., Monday) and used for at least five days. Any change in starting time shall be communicated to employees and Union at least 48 hours in advance or at the beginning of the job or with the Business Manager's permission. There will be a thirty (30) minute paid meal time for all Ironworkers working more than two (2) hours after completion of their eight-hour day. If the employee stops to eat, the pay is straight time, if the employee continually works through the meal time period, the employee will be paid the overtime rate plus one-half (1/2) hour straight time. Any employee working through such employee's normal lunch period will be paid the appropriate overtime rate for such work.

Work may be scheduled on a four days a week (Monday through Thursday) at 10 hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Such a make-up day is strictly voluntary and the employees shall not be discriminated against if they refuse to work a Friday make-up day. If this clause is utilized, then only 4 days shall be scheduled for work. If 5 or more days are scheduled for work, then this clause shall not be in effect. If a Friday make-up day is used, then a minimum of eight hours shall be worked, weather permitting. Before conducting a 4-10's schedule, prior notification and approval must be obtained from the Business Manager, a blanket prior approval may be requested prior to bidding a project or at any time thereafter.

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

2. Time and one-half shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4 - 10's, then time and one-half after ten hours. All work performed on Saturday will be time and one-half.

Double time shall be paid for all work on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. When one of these holidays falls on Sunday, the following Monday shall be observed. Whenever one of these holidays falls on Saturday, the preceding Friday shall be observed. No work shall be performed on Labor Day except to save life or property.



3. Standard shift provisions are as follows: When two (2) shifts are employed the first shift shall work the regular hours (8:00 A.M. to 4:30 P.M.) and the second shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay (4:30 P.M. to 12:30 A.M.). When three shifts are employed the third shift shall work seven (7) hours for eight (8) hours pay (12:30 A.M. to 8:00 A.M.). The swing shift shall receive Twenty-five Cents (25¢) an hour above scale, and the graveyard shift shall receive Fifty Cents (50¢) an hour above scale. On all shift work performed on Sunday or holidays, the overtime rate of double time shall start with the beginning of the first or "morning" shift. Not more than one shift shall be allowed on jobs of less than five days duration, except in case of emergency, unless approval for shift work of three or four days duration is obtained from the Business Manager, which approval may be obtained by telephone.

When shifts are desired differing from the above standard shift provisions, the employer involved and the parties hereto may negotiate different provisions.

On jobs that cannot be performed during the regular work hours, including heavy traffic areas such as offices, retail stores and shopping centers or factories, in such cases, work may be performed during the odd hours with a premium of One Dollar (\$1.00) per hour over the regular hourly rate. All work performed on Saturday or Sunday or Holidays will be paid the appropriate overtime rate. All such work in excess of eight (8) hours, (unless working scheduled 4 - 10's, then ten (10) hours Monday through Friday) shall be paid the appropriate overtime rate. All other work rules, guaranteed payment and other provisions of the agreement shall apply when such work is being performed. Before starting any such project, prior notification and approval must be obtained from the Business Manager. This section shall not apply to any project where work is being performed under International Agreement, Project Agreement, or Maintenance Agreement.

4. There shall be no piece work of any description.

5. Iron workers will be employed on all concrete pours where there are dowels to be placed, on all wire mesh, all mats to be placed, structural slabs and realigning rods in walls. This shall not apply to streets and roads.

6. When rebar assembly work which is usually and normally performed on a job site is being performed manually in a yard or shop, it shall be performed by members of this bargaining unit.

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

8. The work week shall consist of Monday through Sunday; however, the pay week may be a seven day period different than the work week.

The pay day may be any regularly scheduled work day; however, no more than three days' pay may be withheld. Wages shall be paid before quitting time on pay day.

9. If the employee is not allowed to work pay day (for any reason, weather or otherwise), the employee may either pick up the employee's check at the company office at 4:30 P.M., or if the employee notifies the company (in lieu of picking up the check) by 2:00 P.M., the company will mail the check on pay day to the employee's home address. Post-dated pay checks at time of delivery to an employee shall not be permitted.

If the employer's pay check is not honored when presented or the check is not delivered to the employee by the end of the employee's work on the date the pay check is due, then the employer shall pay the employee an extra ten hours of wages. In the event of an insufficient funds check, employer shall immediately make the pay check good, or reissue a valid pay check within forty eight hours, and if not made good within the forty eight hours, then an additional ten hours of pay shall be owed to the employee.

10. When iron workers are laid off or 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, the iron workers shall be paid for the time required to go to such places. When iron workers quit of their own accord, they shall wait until the regular pay day for the wages due them.

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

12. When iron workers are ordered by the employer or the employer's representative to report for work, and then through no fault of the iron workers is not put to work, the employer shall pay the ironworker for one (1) hour's time. If put to work, the ironworker shall receive a minimum of two hours. On jobs of more than two (2) hours' duration, all iron workers shall receive a minimum of two hours worked, except that on jobs where an employee has worked the morning hours and continues to work more than five hours but is instructed by the employer to stop working for the day prior to working eight hours, the employee shall be paid eight (8) hours' pay unless the employee was prevented from working the full eight (8) hours due to weather conditions (if working 4 - 10's, then ten (10) hours). The preceding sentence shall not be applicable on double time days. In order to be entitled to the show-up pay provided herein, iron workers must:

A. Provide the Employer with a valid telephone number at which the iron worker may be reached up to two (2) hours before start time for any notification that the ironworker should not report for work that day, AND

B. Remain at the job for one full hour, if requested to do so by the Employer.

13. Where two (2) or more iron workers are employed, one shall be selected by the employer to act as foreman and receive a foreman's wages, and the foreman is the only representative of the employer who shall issue instruction to the workmen.

14. Iron workers working on free standing smokestacks will receive One Dollar (\$1.00) per hour above the regular journeyman rate for all work performed above the foundation wall or start of the slip form (whichever is applicable).

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

16. No less than six (6) ironworkers and a foreman shall be employed around any guy or stiff-legged derricks used on steel erection. On all mobile or power-operated rigs of any description used in steel erection no less than four (4) ironworkers and a foreman shall be employed except as provided in A., B., and C., below.

A. When engaged in the setting of light structural steel and miscellaneous iron such as lintels, reinforcing steel, bar joists, etc., no less than three (3) ironworkers and a foreman shall be used.

B. On pre-engineered metal buildings of 15,000 square feet or less, the contractor, with the approval of the Business Manager, may utilize a crew size of three (3) ironworkers and a foreman.

C. Upon request by an employer in special instances, the Business Representative of the Union will give due and fair consideration to reducing the manning requirements required in paragraphs A. and B. above.

17. No steel will be erected that contains pre-installed shear connectors or studs on the top flange of beams unless blocked and covered the full width of the flange and mechanically secured in place.

18. Working floors 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 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 workman.

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 workmen are working at such points. Where any of the above safety measures are not feasible, other safety measures or apparatus may be used if prior approval is obtained from Union.

This section does not apply to concrete structures and is not intended to require any preparation beyond the confines of the structure.

19. 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.

20. No iron workers shall be permitted to ride the load or load fall except in case of inspection and erection and dismantling of derricks.

21. Steel cable will be used instead of chains or hemp slings.

22. 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 and various devices in connection with work being done by ironworkers.

23. Employer and Union will work together to see that the ironworkers do not ride material hoists.

24. No ironworkers will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above ironworkers working shall be planked safe in all elevator shafts.

25. A suitable first aid kit is to be supplied by employer on each job.

26. Where material comes to the project site, all material used by Iron Workers, under control of the employer, shall be unloaded by Iron Workers.

27. Iron workers shall furnish, for their own use, all necessary hand tools. Hand tools broken on the job shall be replaced by the employer. No iron worker shall be held responsible for loss of tools or equipment in the ironworker's charge.

28. Iron workers shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling time and expenses, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days. Iron workers 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 or such iron workers shall be shipped back to the shipping point with time and transportation paid by the employer.

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

30. Any time there is work for iron workers on a job of more than five (5) days duration, the employer hereby agrees to provide on that job a shed suitable for changing clothes, keeping tools and eating lunches.

If tools or clothing are stolen or the tools or clothing otherwise destroyed (such as flood or fire) then the employer shall pay for the replacement of the actual tools or clothing lost, up to a maximum of \$400.00 per man.

31. The Employer must at all times provide Workmen's Compensation Insurance.

32. The Business Representative of this Union shall be permitted on all jobs, but will in no way interfere with the ironworkers during working hours unless permission is granted by the employer.

33. The Business Manager may place a steward on a job and the employer or employer's representative shall be notified of any such appointment. The steward shall not be discriminated against for performing the usual and normal steward duties and the steward shall not interfere with or impede any work operations. The steward shall promptly take care of injured workers. If the injured worker's injuries are such that they need to go to the hospital or other medical facility, the steward shall escort them to such facility, and report the injury to the Union without any loss of time. The steward shall not be discharged until after a notification has been made to the Business Manager affording the Business Manager an opportunity for discussion of the problem. Any violation of this discharge clause or disagreement between the parties as to the propriety of such discharge shall be a proper subject for arbitration. In reducing the work force, the steward shall be the last person laid off (except for foreman), provided the steward is capable of performing the remaining work.

34. No employee will be discharged or disciplined for refusing to cross a legal primary picket line at a construction job site.

35. The Union hereby further agrees to become a part of the effort employed by the Builders' Association and the Building and Construction Trades Council to cope with the jurisdictional problems of the industry.

36. Letters on work assignments will be sent to the Union by the Employer or the Association within seventy-two (72) hours after request has been made.

37. All riveting work done above the ground shall be performed off of a scaffold.

38. Whenever a welder is working in the air on structural framework or plate work, such as coal bunkers, missile sites, car plants, etc., an iron worker will be assigned to assist the welder.

39. In hardship cases on out-of-town jobs, the parties hereto and the contractor involved will negotiate travel expense.

40. On out-of-town work where the job is of such distance from Kansas City, or other dispatching points, as to make it impractical for the ironworkers to return home at night, they shall be paid a minimum of Eighty Dollars (\$80.00) per day subsistence pay.

41. When iron workers are erecting steel on new bridges or repair work of a hazardous nature, on an existing bridge that is being constructed over water, a power boat equipped with life-saving equipment will be manned by an iron worker while such work is being performed consistent with

the intent of O.S.H.A. Safety and Health Standards Chapter XVII Section 1926.106 working over or near water.

42. When an iron worker is injured to the extent of being unable to work for the balance of the day, they will be paid for the full day at regular rate of pay. The ability to work or not to work shall be determined by a qualified physician.

43. Employers shall furnish certain safety equipment, such as hard hats, harnesses and other fall protection equipment. If steel toed safety boots are required, then the employer shall pay \$70.00 to the employee towards the cost of purchasing such boots. No employee shall receive this reimbursement unless the boots are actually purchased and no more than once in a two-year period.

44. A ten-minute break period shall be allowed for each employee in the morning and in the afternoon. The break shall be taken between one and one-half hours to two and one-half hours after start time, in the morning, and between one and one-half hours and two and one-half hours after the lunch break, in the afternoon. The break must be taken at or adjacent to the employee's place of work on the jobsite, with a snack and beverage (if desired), already with the employee at the break site. Employees shall not leave their approximate work area to congregate for the break.

45. A. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure 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.

B. 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 insure compliance with safety and health standards and rules.

#### **ARTICLE XIV PAYROLL CHECKS**

All employers shall include a detachable check stub with all payroll checks showing the number of straight time hours and the number of overtime hours worked by the employee in that pay period. This stub shall also show the amount of each authorized payroll deduction and the amount of fringe benefit payments accrued during the pay period in behalf of the employee. All payroll checks and check stubs shall have the contractor's name and address printed thereon.

All payroll checks will be consecutively numbered and each check and its corresponding stub will carry identical numbers. Furthermore, each check stub will show the employee's name exactly as it appears on the check.

#### **ARTICLE XV SUBCONTRACTORS CLAUSE AND WORK PRESERVATION CLAUSE**

It is the desire of the Union, wherever possible, to protect its members employed by the contractors party to this Agreement from working with workmen employed under substandard working conditions and for substandard wages and fringe benefits. Therefore, the Union and contractors party hereto agree as follows:

A. No contractor signatory to or otherwise bound by this Agreement, nor any subcontractor thereof, shall subcontract any work within the traditional craft jurisdiction of the Union at the site of any construction, alteration, painting or repair of the building or structure, or any such work to be performed at any facility established adjacent to or on any such construction site to process or supply materials for the convenience of the contractors or subcontractors job site use, to any

person, firm or corporation except to a person firm or corporation who is a party to an agreement with Local 10 covering such work or who agrees to become a party to such an Agreement.

- B. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: if the Contractor performs onsite construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the contractor, through its officers, directors, partners, owners or stockholders exercises directly or indirectly (including but not limited to management, control or majority ownership through family members) management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
- C. This Agreement shall be applicable to work performed by an employer whether under its own name or under a "joint venture" or partnership with another, and to any successor or assigns of the employer.

#### **ARTICLE XVI NATIONAL MAINTENANCE AGREEMENT**

Employers desiring to avail themselves of the Iron Workers "National Maintenance Agreement" for erection contractors for the purpose of maintenance, repair, replacement and renovation work in various plants wherein the employer may perform such work, may contact the Association office for details and procedures of becoming a party to such agreement.

#### **ARTICLE XVII OTHER AGREEMENTS**

It is further agreed by the parties hereto that nothing in this Agreement shall preclude the making of agreements between the Union and individuals or firms who are not members of the Association. However, it is further agreed that the Association shall automatically be given the advantage of any lower rate of wages or better terms and working conditions than those resulting through this Agreement if obtained by any employer of members of the Union on similar work done within the jurisdiction of this Agreement.

#### **ARTICLE XVIII GRIEVANCE AND ARBITRATION**

1. The Union, the Association and all other parties to this Agreement shall resolve all disputes arising under this Agreement by use of this grievance and arbitration procedure. In resolving disputes arising under this contract, time is of the essence.

2. During the term of this Agreement, the Union will not cause, authorize or take part in any work stoppage involving a controversy arising under this Agreement, pending arbitration. The Association and its members and all other parties of this Agreement will not suspend work or lock out employees, pending arbitration.

3. A. If a dispute cannot be resolved between the parties involved, it shall be taken up between a representative of the Union and a representative of the Association.

B. Said representatives shall resolve the issue within three work days after the first conference. If the dispute cannot be resolved to the satisfaction of both parties, it shall be referred for a decision to one of three pre-designated arbitrators within seven (7) days, if possible, with the instruction that the arbitrator's decision shall be issued within 72 hours after the close of the arbitration hearing. (Three arbitrators agreeing to serve under the terms specified in this paragraph shall be mutually pre-designated by letter to serve as potential arbitrators. If vacancies occur they shall be mutually filled by the parties as soon as possible.) The arbitrator shall be selected by the Union and the Association each striking one of the pre-designated names, the grieving side to strike first. The remaining name shall be the arbitrator. If the arbitrator so selected is unable to serve under the time limits established herein, another of the pre-designated arbitrators shall be randomly selected. In the event that none of the pre-designated arbitrators are able to serve under the time limits established herein, the Union and the Association, remembering time is of the essence, shall attempt to agree on a mutually agreeable arbitrator. If no arbitrator can be mutually agreed upon within a reasonable period of time either party may request a five-member panel of arbitrators from the offices of the Federal Mediation and Conciliation Service. An arbitrator will then be selected from among the panel provided from the FMCS by alternately striking the names from the panel, the grieving party to strike first. Any arbitrator so selected from a panel supplied by the FMCS will serve in accordance with applicable FMCS rules.

C. Any agreement reached by said representatives or any arbitration decision shall be final and binding upon the Union and its members and the Association and its signatory members, and any other party to the dispute. If any party to this Agreement should refuse to abide by a voluntary resolution between the Union and the Association or refuse to abide by a final and binding arbitration award, then such party shall be in material breach of this Agreement and shall be subject to any and all legal actions by the non-breaching party, including strikes (except to enforce Article XV of this Agreement) or lockouts, provided that if the non-breaching party chooses to institute court action to enforce the arbitrator's award, the breaching party shall be liable for the costs and attorney's fees expended.

D. In any arbitration proceeding, the Association and the Union shall share equally in the cost and expense of the arbitrator, the Federal Mediation & Conciliation Service, the hearing room and transcript (if both parties agree upon the need for a transcript); however, each party shall be responsible for the cost and expenses of its own representatives and witnesses.

E. The time limits contained herein may be extended by the written agreement of the Union and the Association.

#### **ARTICLE XIX E.E.O. CLAUSE**

Employers and the Union agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin and that they will comply with all provisions of Executive Order 11246, and rules, regulations and relevant orders of the Committee on E.E.O. established by the President of the United States.

#### **ARTICLE XX JOURNEY PERSON UPGRADE TRAINING**

All Journey people must have OSHA-10 certification by 4/1/10. During each year of the term of the Agreement, Journey people will maintain at least 8 hours of upgrade training before April 1 (OSHA-10 certification acquired during the term of the Agreement will count towards the upgrade training requirement. For journey people who already have OSHA-10, it will count for the 2009 upgrade training requirement). Effective 4/1/10, employers may make certification a condition of employment.

**ARTICLE XXI  
DRUG AND ALCOHOL POLICY**

**Section 1:** It is the policy of the Union and Management that no employee shall have possession of or be under the influence of alcohol or illegal drugs while at the work place.

The parties agree to incorporate herein by this reference the Second Restated Construction Industry Substance Abuse Program (CISAP) Agreement dated January 1, 2007. As a condition of employment, an employer may require an employee to present a CISAP Drug Card and be in good standing in the CISAP program.

The joint apprenticeship committee may institute a pre-employment drug testing program for apprentices.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then an employer may require a blood alcohol content test or urine drug test for any employee who has been injured in a serious accident on the job. A "serious accident" is defined to be any accident that would reasonably cause one full day of lost time due to the accident. Such drug and alcohol test must be carried out in a professional and scientific manner to insure accurate results.

**Section 2:** The Union's consent to include this Construction Industry Substance Abuse Program in the Joint Agreement is specifically predicated upon the following conditions:

- A. The Business Manager of the Union will occupy a position as a union trustee on the Board of Trustees of the MO-KAN Construction Industry Substance Abuse Program Fund; and
- B. The Business Manager of the Union will be afforded an opportunity to review, prior to dissemination, any and all written communications intended for general distribution to the membership of the Union concerning this program and no such communication will be so disseminated without the Business Manager's approval.



**ARTICLE XXII  
TERM**

**THIS AGREEMENT** negotiated and made effective April 1, 2009 shall remain in full force and effect until March 31, 2013, and shall automatically be renewed from year to year thereafter unless opened by either party hereto for changes or termination by a notice to the other party at least sixty (60) days prior to the expiration date.

Executed this 11 day of MAY, 2009

**THE BUILDERS' ASSOCIATION**

Tom E. Hreannell P.H.

**INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND  
REINFORCING IRONWORKERS LOCAL UNION  
NO. 10, AFL-CIO**

George [Signature]  
F. J. [Signature]  
Larry D. Scott  
Bob [Signature]  
Di. [Signature]  
[Signature]  
Robert E. [Signature]  
Michael [Signature]