

**JOINT
AGREEMENT
Between
ASSOCIATED GENERAL CONTRACTORS OF INDIANA, INC.
And
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND
REINFORCING IRON WORKERS
LOCAL UNION NO. 22
Indianapolis, Indiana
June 1, 2016 through May 31, 2021**

Article 1

AGREEMENT is made and entered into this 1st day of June, 2016 on all building trades construction work and heavy and highway work, by and between Associated General Contractors of Indiana, 1828 N. Meridian Street, Suite 121, Indianapolis, IN 46202, hereinafter referred to as the “Employer” and Local Union No. 22 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (affiliated with AFL-CIO) hereinafter referred to as the “Union”. (5600 Dividend Rd., Suite A, Indianapolis, Indiana 46241). This Agreement supersedes and replaces the Agreement previously entered into between the parties on March 12, 2012.

(B) The Employer acknowledges the Union represents a majority of its bargaining unit employees and recognized the Union under Section 9 (a) of the National Labor Relations Act.

**Article 2
Preamble**

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

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ARTICLE 3 CRAFT JURISDICTION

It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural Ornamental and Reinforcing Ironworkers, it being understood that the claims are subject to trade agreement and final decision of the AFL-CIO, as well as the decision rendered by the National Joint Board for the Settlement of Jurisdictional Disputes, its successors and assigns.

Local Union No. 22 claims for its members the fabrication, production, erection, and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and nonferrous metals, precast, prestressed and poststressed concrete structures, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal surfaces; aprons, aqueducts, awnings, bar joists, blast furnaces, book stacks, boilers (sectional water tube, and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling, chutes, clips, cofferdams, concentrators, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames; cranes (the erection, installation, handling, operating, and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal); roof decking (such as "Cofar" and similar type materials, as well as "Trusdeck", Mahon "M" deck , and other dual purpose type of roof deck), derricks, docks, domes, dredges, drums, ducts and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, facies, false work, fans, fencing, all fiberglass construction in lieu of metal, fire escapes, fins, flag poles, floor construction and flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating, grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, incinerator (complete), inclines, iron doors, jail and cell work, joists (precast, prestressed and poststressed), kalomeined doors, kilns, kalwall, lintels, lockers, locks, louvers, machinery (moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling, burning, and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows and enclosures, mixers, monorails, multi plate, operating devices, ovens, pans, panels (insulated and non-insulated, factory and field assembled), pen stocks, pile drivers, pipe arbor, plates, porcelain enameled panels, prefabricated metal building, pulverizers, racks, railing (including pipe), railroad bridge work and maintenance, reinforced earth, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling steel doors (including grills), rolling shutters, safe deposit boxes, safes, sashes, scaffolding, seats, bleachers of any material, regardless on name brand, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, siding of any type or brands, signs, skip hoists, skylights, smoke conveyors, spandrels (metal and precast concrete), spillways, stacks, stairways, standing seam roofs, stockers, storage rooms, stoves, subways, sun shades, installation of solar system panels, tables, towers, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe and combination), tunnels, vats,

vaults, vault doors, ventilators, vertical hydraulic elevators, vessels, viaducts, window wall, wire work; wrecking and dismantling of all of the above and all housesmith work and submarine diving in connection with or about the same.

Local Union 22 further claims all work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, and tying of all materials used to reinforce concrete construction, including the placing and pulling of all wire mesh, except the loading or unloading of these materials by hand, The above claims are subject to trade agreements and decision of the National Joint Board for the Settlement of Jurisdictional Disputes, its successors and assigns.

The Jurisdiction of work referred to in this Article is the jurisdiction of work claimed by the International Association of Bridge, Structural and Ornamental Iron Workers and nothing contained herein shall make it mandatory for the employer to accept the claims of jurisdiction of being binding upon him. The employer does not waive any of his rights by permitting the inclusion of the jurisdiction of work in this contract.

There shall be no strikes, work stoppages, or other interference with the work by reason of jurisdiction disputes.

ARTICLE 4 TERRITORY

The territory covered by this Agreement shall be the territorial jurisdiction of Local Union 22 to wit: Covering part or all of the following counties:

Counties in the state of Indiana

Bartholomew, Benton, Boone, Brown, Cass, Carroll, Clay, Clinton, Daviess, Decatur, Delaware, Fayette, Fountain, Franklin, Fulton, Grant, Greene, Hamilton, Hancock, Hendricks, Henry, Howard, Jackson, Jasper (IN), Jennings, Johnson, Knox, Lawrence, Madison, Marion, Martin, Monroe, Montgomery, Morgan, Miami, Newton, Owen, Parke, Pulaski, Putnam, Randolph, Rush, Shelby, Sullivan, Tippecanoe, Tipton, Vigo, Vermillion (IN), Warren, Wayne and White.

Counties in the state of Illinois

Clay (IL), Clark (IL), Coles (IL), Crawford (IL), Cumberland (IL), Edgar (IL), Effingham (IL), Iroquois (IL), Jasper (IL), Lawrence (IL), Richland (IL), Shelby (IL) Vermillion (IL).

**ARTICLE 5
DURATION AND TERMINATION**

This Agreement with any amendments thereof made as provided for therein shall remain in full force and effect until midnight of May 31, 2021, and unless written notice to be given by either party to the other at least four (4) months prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner this Agreement with any amendments hereof, shall remain in effect from year to year thereafter subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. If an Employer does not terminate this Agreement, as provided by this Article and the Associated General Contractors of Indiana, Inc. (“AGCI”) and Union enter into a subsequent Agreement, the Employer shall be bound to the terms and conditions of such subsequent Agreement. Any such notice as herein above provided for in this Article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

An Employer, which has not assigned its bargaining rights to the AGCI, shall be bound to any subsequent Agreement negotiated between the AGCI and Local 22 unless that Employer has terminated this Agreement.

**ARTICLE 6
MACHINERY MOVING**

When moving machinery or equipment there shall be an Ironworker Foreman and Journeyman Ironworkers assigned to perform the work in a safe and efficient manner.

**ARTICLE 7
REINFORCED CONCRETE, STEEL OR ROD WORK**

Ironworkers shall be employed on all work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all materials used to reinforce concrete construction. When pouring concrete, an Ironworker shall be on the job site to re-tie, straighten and replace any loose or misplaced bars and place or pull wire mesh.

**ARTICLE 8
WELDING**

All cost of certifying welders will be paid by the Employer, except when an Ironworker fails to pass the test, in which event the cost shall be limited to two (2) hours pay. A copy of the certification shall be forwarded to the Local Union Office within sixty (60) days after date of the test.

Safety welding gloves and welding hoods to be furnished by the Employer.

All welding done on work covered by this Agreement is claimed by the Ironworker.

When welding is done on a steel skeleton, or when scaffolding is used, and when three (3) or more Ironworker Welders are used, one (1) Journeyman Helper (defined as Journeyman, Apprentice and/or Probationary Ironworker) shall be employed.

On National Maintenance Agreement and/or National Construction Agreement projects the ratio of 3:1 shall be maintained for the remaining welders. Also on National Maintenance Agreement and/or National Construction Agreement projects, in reference to work being performed such as burning, welding and grinding, that requires a "Fire Watch" to perform these tasks, a Journeyman Helper with the training required will be the "Fire Watch".

ARTICLE 9 RIVETING GANGS

Riveting gangs shall be comprised of not less than four (4) men at all times. The Employer may require heaters to have their fires going ready to furnish hot rivets, at the regular starting time but in such event the heaters shall be paid time and one-half (1 ½ X) for such time worked before the regular starting time.

ARTICLE 10 BOLTING UP

When bolting up, drilling or reaming on a structural steel skeleton using pneumatic impact wrenches of 1" drive capacity, or metric equivalent, or larger, there shall be one (1) Ironworker to assist in holding the roll, moving hoses, and moving floats and other equipment to the next point of operation.

ARTICLE 11 IRONWORKERS REQUIRED ON HOISTING EQUIPMENT

No less than five (5) men and a foreman shall be employed around any guy or stiff leg derrick used in steel erection. If a hand operated bull wheel or bull stick is used, the operation will require six (6) men and one (1) foreman. When erecting structural steel with a mobile crane or power-operated hoisting equipment of any description, four (4) men and one (1) foreman shall be employed, unless mutually agreed upon by the Employer and the Business Representative. On all other work performed under this Agreement, with power hoisting equipment, the number of Ironworkers employed on such equipment shall be determined by the Employer to safely and expeditiously perform the work.

ARTICLE 12 HIGH RISE CONSTRUCTION

No employee covered by this Agreement shall be required to climb more than three (3) floors on temporary construction ladders. After three (3) floors are erected, wherever it is possible to erect permanent stairs, they shall be installed at a rate so that no more than three (3)

floors will need to be climbed on temporary construction ladders. If it is impossible to erect the permanent stairs as outlined above, temporary stairs (not ladders) shall be used. These stairs shall have the approximate slope as the permanent stairs.

On a multi-storied building, (exceeding ten (10) floors), once the building structure has reached ten (10) floors, a personnel hoisting elevator will be furnished such that employees will not have to climb more than three (3) floors on stairs and three (3) floors on ladders. On stadiums and other tall structures (exceeding ten (10) standard building floors in height), once the structure has reached ten (10) standard building floors in height, Employer will work with the Union to encourage the construction manager, general contractor and/or owner to furnish a personnel hoisting elevator such that employees will not have to climb more than three (3) floors on stairs and three (3) floors on ladders or to develop some other safe means for employees to access their work.

ARTICLE 13 HELICOPTER AGREEMENT

When a helicopter is used, it shall be the work of the Ironworker to erect or hoist all materials that come under their jurisdiction (except the crew operating the helicopter). Whatever safety equipment is required; such as face protectors shall be furnished by the Employer.

Four (4) men and a foreman shall be used to erect structural steel.

On all other hoisting, as many men will be used as deemed necessary to operate in a safe manner.

ARTICLE 14 PREFABRICATED, PRE-ENGINEERED METAL BUILDINGS INCLUDING SIDING

Erection, field fabricating and handling on pre-engineered and prefabricated package metal or steel buildings shall be performed in its entirety by members of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

ARTICLE 15 ALTERATION, REPAIR, MOVING, DISMANTLING & RE-ERECTION OF BUILDINGS, BRIDGES AND OTHER STRUCTURES

When structural steel, ornamental iron and metal in buildings, bridges, and other structures is altered, repaired, moved, dismantled and/or re-erected by any method or means, all work in connection therewith shall be performed by Iron Workers.

**ARTICLE 16
WRECKING AND/OR DEMOLITION**

Where structural steel on buildings, bridges and other structures is dismantled to be re-erected and power equipment (derricks, cranes, rigging, etc.) is used in the dismantling of the structural steel, the handling and loading of same shall be done by Iron Workers. Where the same is performed manually and the Employer is a signatory General Contractor or Construction Manager, the Employer at his discretion may employ others.

**ARTICLE 17
TOOLS TO BE FURNISHED BY EMPLOYEE**

Tools to be furnished by employee on different classifications:

STRUCTURAL

1-3/4 SPUD WRENCH
1-7/8 SPUD WRENCH
1- BULL PIN
1-12 IN. CRESCENT WRENCH
1-PR. SAFETY GLASSES
1-4 LB HAMMER

1-6 FT RULE
1-50 FT TAPE
1-BALL PEEN HAMMER
1-BELT AND BOLT BAG
1-HARD HAT

SHEETERS

1-12 IN. HACK SAW
1-12 IN. SQUARE-COMB
1-6 FT. RULE
1-SCRIBER
1-DIVIDER
1-BALL PEEN HAMMER
1-RATCHET AND SOCKET WRENCHES (1/2" DRIVE)
1-PR. NO. 5 BULLDOG SHEARS
1-8 IN. PLIERS
1-10 IN. CRESCENT WRENCH
1-PLUMB BOB & LINE
1-50 FT. TAPE
1-PR. SAFETY GLASSES

1-CENTER PUNCH
1-24 IN. LEVEL
1-6 IN. SCREW DRIVER
1-8 IN. SCREW DRIVER
1-12 IN. SCREW DRIVER
1-OFFSET SCREW DRIVER

1-PR, R.H. METAL MASTERS
1-PR. L.H. METAL MASTERS
1-HARD HAT
1-COLD CHISEL

ORNAMENTAL

1-12 IN, HACK SAW
1-12 IN. SQUARE-COMB.
1-PLUMB BOB & LINE
1-50 FT. TAPE
1-6 FT. RULE
1-SCRIBER

1-TAP WRENCH
1-24 IN. LEVEL
1-6 IN. SCREW DRIVER
1-8 IN. SCREW DRIVER
1-12 IN. SCREW DRIVER
1-OFFSET SCREW DRIVER

1-DIVIDER
1-BALL PEEN HAMMER
1-SET OPEN END WRENCHES, TAPS, DRILLS
AND BITS UP TO 3/8"
1-RATCHET & SOCKETS (NOT OVER 1/2" DRIVE)
1-10 IN. CRESCENT WRENCH
1-RUBBER OR RAWHIDE MALLET
1-8 IN. PLIERS

1-COLD CHISEL
1-PR SAFETY GLASSES

1-DRIFT PIN
1-CENTER PUNCH
1-HARD HAT

RODS

1-6 FT. FOLDING RULE
1-PR. SIDE CUT WIRE PLIERS
1-PR. SAFETY GLASSES

1-TIE WIRE REEL
1-HARD HAT
1-12 IN. CRESCENT WRENCH

MACHINERY MOVERS

ADJUSTABLE WRENCHES
50 FT. TAPE
24 IN. LEVEL
COMBINATION OR FRAMING SQUARE
1-PR SAFETY GLASSES

CHISELS
CHALK LINE
BALL PEEN HAMMER
1-HARD HAT

ALL CLASSIFICATIONS

STEEL TOE BOOTS

No member covered by this Agreement shall be required to furnish any tools other than those specified in the above mentioned list. All tools broken on the job shall be replaced with a tool of equal value; by the Employer provided the broken tool is turned in at time replacement is requested.

In the event of theft or fire of a secured area (tool box or shanty) the Employer will replace all tools and protective clothing. Theft and breakage must be reported to the Employer at once.

ARTICLE 18 PRE-JOB CONFERENCE

There will be a Pre-Job Conference on all projects covering multiple trades prior to the commencement of this work, unless waived by all parties involved.

ARTICLE 19 SUBCONTRACTING CLAUSE

The Employer agrees not to subcontract or sublet any on-site work covered by this Agreement to any person, firm or corporation which does not pay at least the minimum rate of pay and abides by all apprenticeship standards as set forth in this Agreement together with the fringes established herein.

Provided, however, that when the Employer is a signatory General Contractor or Construction Manager on a particular project, this Subcontracting Clause shall not apply to work (covered by this Agreement) that the Employer does not normally self-perform. Provided further, that this exception to this Subcontracting Clause shall not apply to the erection of structural metal deck, structural steel, reinforcing steel, pre-cast, miscellaneous iron, or architectural steel handrails, railing or stairs.

ARTICLE 20 JOB STEWARD

There shall be a Steward for each Employer on each job who shall be appointed by the Business Representative. Upon request of the job Steward, each Ironworker employee shall show his current month dues receipt. The Steward shall take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the Business Representative who shall report same to the proper officer of the Union so that effort can be made to adjust any matter without a stoppage of work. He shall see that the provisions of this Agreement are complied with and report to the Union the true conditions and facts. The Steward shall promptly take care of injured workers and accompany them to their homes or to a hospital as the case may require without any loss of time and report the injury to the proper officers of the Union. The Employer agrees that the job Steward will not be discharged until after proper notification has been given to the Union and further, when employees are laid off the job steward will be the last man laid off, providing he is capable of performing the work in question.

ARTICLE 21 DRINKING WATER - CLOTHES ROOM

The Employer shall furnish suitable drinking water at all times. Such is to be iced in warm weather.

Prior to start of work, the Business Representative of Local No. 22 and the Employer shall determine whether or not the project is of sufficient duration to require a heated shed or room for employees' use and tool storage. If required, the Employer shall furnish same within a reasonable distance to which work is being performed.

ARTICLE 21A TOOL CRIB OR ROOM

At National Maintenance Agreement and/or National Construction Agreement projects when tools and/or supplies are checked out or in for the Ironworkers Trade, a Journeyman Helper shall be the Tool Room Attendant.

ARTICLE 22 SAFETY

It is the intent of both parties to this Agreement to perform the work in as safe a manner as is reasonable, utilizing the latest technology and methods. In an effort to achieve this, the

Employers and Employees agree to comply with all Federal and State safety laws, rules and regulations issued by other governmental authorities who are empowered to issue safety regulations as well as the Employer's safety rules and regulations and Project Owner's safety rules and regulations. Employees will comply with all non-contractors, Project Owner or labor/management mandated substance abuse programs.

If the Steward brings to the attention of the Employer any condition, which the Steward considers unsafe, the Employer shall take any necessary action to correct the situation. The Employer, or his representative, agrees to correct any situation or condition necessary to comply with reasonable safety precaution. Safety Precautions shall include; but not be limited to:

1. **Planking Floors** - Working floors upon which derricks set must be covered tight with suitable planking over entire floor except where openings are left for ladders. No more than two (2) floors beneath each riveting and bolting up scaffold shall remain open or uncovered, and all such floors shall be planked.

2. **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.

3. **Riding the Load or Load Falls** - No employee shall be permitted to ride the load or load fall except in the case in inspection and erection and dismantling of derricks.

4. **Slings** - Steel cable will be used instead of chains or hemp slings.

5. **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 various devices in connection with work being done by employees.

6. **Elevator Shaft Protection** - No Employee shall be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above Employees working shall be planked safe in all elevator shafts.

7. No employee covered by this Agreement will be required to erect, walk, or work on any structural member which has any projections above the flat surface of said members on less than four foot (4) centers (this particularly refers to welding studs and shear studs which have been welded on the structural members in the shop). The field welding of these studs shall be done by Ironworkers. It is expressly agreed that this paragraph shall become effective on the date that is set forth in appropriate Federal and/or State Legislation covering the subject. In the event this legislation changes the language or wordage, it is agreed that the contract language shall become the same as the Federal and/or State Legislation.

8. Employers will furnish, as required, goggles, welding hoods, welding gloves, welding sleeves, respirators, asbestos, or acid protected clothing, safety belts, or any safety equipment as mutually agreed upon between the Business Representative and the Employer, or his representative, for safe performance of work assigned to Ironworkers.

9. First aid equipment will be supplied according to Federal, State Safety Laws on job site by the Employer.

10. When in the opinion of the Job Steward or Business Representative, a real and immediate danger exists, the Ironworkers shall have the right to refuse to work on any such portion of the work until such time as the situation is corrected.

11. It is agreed that each Employee shall fully comply with all safety directives issued by the Employer and shall properly utilize all safety equipment provided by the Employer. Failure to comply with these provisions shall be deemed sufficient cause for immediate discharge of the Employee.

**ARTICLE 23
FOREMAN**

When two (2) or more employees are employed, one shall be selected by the Employer to act as Foreman and receive a Foreman's wage. The Employer will employ an Ironworker Foreman or as many Ironworker Foremen as in his judgment is necessary for the safe, expeditious, and economic handling of the work. In the event that four (4) or more Ironworker Foremen (actively working in the capacity of a Foreman for the project) are employed, a General Foreman shall be employed. The General Foreman can also run his own crew in addition to being assigned as General Foreman. Compensation over and above the Journeyman's rate shall be:

FOREMAN	10%	Above Journeyman base wage rate
GENERAL FOREMAN	15%	Above Journeyman base wage rate

**ARTICLE 24
PIECEWORK**

It is further agreed that the Employees will not contract, subcontract, work piecework or work for less than the scale of wages established by the Agreement.

**ARTICLE 25
WORK LIMITATION**

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

**ARTICLE 26
BUSINESS REPRESENTATIVE**

The Business Representative of the Union shall comply with all visitor and security rules when visiting the jobsite and will in no way interfere with the progress of the work.

**ARTICLE 27
LETTERS**

It is agreed that all contractors who are parties to this Agreement and employ Ironworkers in the jurisdiction of Local No. 22 will furnish Local No. 22 with signed letters on the letter head of the Employer stating that they have employed Ironworkers and paid the negotiated scale of wages on any and all jobs which the Employer has performed with Ironworkers with reasonable promptness upon receipt or written request.

When requested by the AGCI, the Union shall provide the AGCI with the names and addresses of any Employer not represented by the Association, who become signatory to this agreement. The Union will also provide the AGCI with a true copy of any agreement signed by any Employer that covers work recognized as field construction work that differs in any way from this Agreement within five (5) calendar days of such signing.

ARTICLE 28
SETTLEMENT OF DISPUTES

Any dispute as to the proper interpretation of this Agreement shall be handled in the first instance by a representative of the Union and the Employer, and, if they fail to reach a settlement within five (5) days, it shall be referred to a Board of Arbitration composed of one (1) person appointed by each party, the two (2) so appointed to select a third member. In the event that the two (2) so appointed arbitrators are unable within two (2) days to agree upon the third arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which the third member shall be selected. The decision of the Board of Arbitration shall be handed down within two (2) days after the election of the third member and the decision of the Board of Arbitration shall be final and binding upon both parties.

The Board of Arbitration shall have the jurisdiction over all questions involving the interpretation and application of any section of this Agreement. It shall not, however, be empowered to handle negotiations for a new agreement, changes in the wage scale, or jurisdictional disputes.

Each party shall individually pay the expenses of the arbitrator it appoints and the two (2) parties shall jointly share the expenses of the third arbitrator.

ARTICLE 29
STRIKES AND LOCKOUTS

It is mutually agreed that there shall be no strikes authorized by the Union or no lockouts authorized by the Employer, except for the refusal of either party to submit to arbitration in accordance with Article 28 "Settlement of Disputes" or failure on the part of either party to carry out the award of the Board of Arbitration.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any situation provided, however, it shall not be in violation of any provisions of this Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line of any affiliated union which has been authorized by the International of the Union, the Central Labor Council or Building and Construction Trades Council.

ARTICLE 30
WORK HOURS PER DAY

Eight (8) hours shall constitute a day's work, normally from 8:00A.M. TO 4:30P.M. Monday through Friday. Approximately four (4) hours after the approved starting time, one-half (½) hour shall be allowed for lunch. A different starting time or lunch may be established for definite periods, or on special jobs, providing it is mutually agreeable with the Contractor and the Union Steward and is approved by the Business Representative.

Request for changes in the normal work hours per day may be made in writing to the Business Representative of the local Union. Authorization for such change will not be unduly withheld.

Whenever permission is granted by the Business Representative to change the work hours per day, all normal hours shall be paid at the straight time rates established in Article 34 of this Agreement. Overtime rates shall be those shown in Article 32.

ARTICLE 31 DAILY REPORTING TIME

When an employee is ordered by the Employer or his representative to report for work, and such employee shows up for work prepared to work and then through no fault of his own he is not put to work or works for less than two (2) hours, the Employer shall pay him a minimum of two (2) hours pay provided the Employee remains on the job during said two (2) hours.

If the employee is retained by the Employer beyond two (2) hours or if he works two (2) hours or more, he shall be paid for time actually retained and/or worked.

ARTICLE 32 OVERTIME AND HOLIDAYS

The work week shall be Monday through Sunday.

The first forty (40) hours worked during the time period of Monday through Friday, shall be paid at the regular straight time base rate; except that hours worked in excess of ten (10) hours in any one day Monday through Friday, shall be paid at double the regular straight time base rate.

All hours worked by the employee in excess of forty (40) hours during the time period of Monday through Friday, shall be paid at one and one-half (1 ½) times the regular straight time base rate; except that hours worked in excess of ten (10) hours in any one day Monday through Friday, shall be paid at double the regular straight time base rate.

The first 10 hours worked on Saturday shall be paid at one and one-half (1 ½) times the regular straight time base rate. Any hours worked in excess of ten (10) hours on Saturday, shall be paid at double the regular straight time base rate.

Any projects working only on Saturdays and Sundays shall be paid at one and one-half (1 ½) times the regular straight time base rate for the first ten (10) hours worked on Saturday and be paid at double the regular straight time base rate for any hours worked in excess of ten (10) hours on Saturday, Sundays shall be paid double the regular straight time base rate.

All Sundays and holidays shall be paid double the regular straight time base rate.

For work to be paid at one and one-half (1 ½) times the regular straight time base rate, the contribution to the Annuity Trust referred to in Article 38 shall be paid at one and one-half (1 ½) times the regular straight time hourly annuity contribution. For work to be paid at double the regular straight time base rate, the contribution to the Annuity Trust shall be paid at double the regular straight time hourly annuity contribution. For purposes of calculating the overtime premium portion of the annuity contribution, the regular straight time hourly annuity

contribution shall not exceed \$4.00 per hour. The annuity contribution discussed in this paragraph shall be the only fringe benefit to receive an overtime premium payment. All other fringe benefits and industry fund contributions, etc. shall be paid on an actual hours-worked straight time basis, and shall not receive a premium payment for overtime.

No work shall be performed on Labor Day except to save life or property.

The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday, unless the legal observance of these holidays is changed by law.

ARTICLE 33 SHIFT WORK

When two (2) shifts are employed, the 1st shift shall be paid as set forth in Article 32; and, the 2nd shift shall work 7 ½ hours for the first 8 hours pay at the regular rate and shall otherwise be paid as set forth in Article 32.

When three (3) shifts are employed, the 1st shift shall be paid as set forth in Article 32; the 2nd shift shall work 7 ½ hours for the first 8 hours' pay and shall otherwise be paid as set forth in Article 32; and, the 3rd shift shall work 7 hours for the first 8 hours' pay and shall otherwise be paid as set forth in Article 32. Each shift shall receive one-half (½) hour for lunch.

When an Employee is required to work more than eight (8) hours in any 24 hour period, there will be at least a ten (10) hour break between shifts or the additional shift that begins within the 24 hour period will be paid at the overtime rate.

ARTICLE 34 WAGE RATES

An insert for June 1, 2016 is included in this Article 34, which includes all wages, fringes, industry fund contributions, working dues assessments, IMPACT, the Market Recovery Target Fund and any other funding mechanisms or Employer contributions or payments set forth in this Agreement. An insert will be sent to the Employers forty-five (45) days prior to each anniversary date of this Agreement each year. The anniversary dates for purposes of this Agreement are: June 1, 2016, June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020.

By way of this Agreement, the total journeyman wage package (including all wages, fringes, industry fund contributions, working dues assessments, and any other funding mechanisms or Employer contributions or payments set forth in this Agreement, except for IMPACT) is being increased by a total of \$1.25 per hour on June 1, 2016 as reflected in the attached insert; is being increased by a total of \$1.30 per hour on June 1, 2017; is being increased by a total of \$1.35 per hour on June 1, 2018; is being increased by a total of \$1.40 per hour on June 1, 2019; and is being increased by a total of \$1.45 per hour on June 1, 2020.

IRON WORKERS LOCAL 22, 5600 DIVIDEND RD., SUITE A, INDIANAPOLIS, INDIANA 46241

EFFECTIVE JUNE 1, 2018, the following shall be the Wage Rates, Fringe Benefits, Insurance Trust Fund, Apprenticeship Training Fund Contributions, Market Recovery/Target Fund, Political Action Committee Fund, Construction Advancement Program Council of Indiana, and Construction Industry Progress Council of Central Indiana.

****Annuity** – Contributions are to be made on **hours paid**.

Classification	Wage Rate	H & Welfare	Annuity	Pension	ITF	APP. Fund	IMPACT	CAPCI	CIPCI	MRTF
Journeyman	\$31.29	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40
Foreman	\$34.42	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40
Gen. Foreman	\$35.98	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40

Apprentice Rate

1 st 6 mos. 60%	\$18.77	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40
2 nd 6 mos. 65%	\$20.34	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40
3 rd 6 mos. 70%	\$21.90	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40
4 th 6 mos. 75%	\$23.47	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40
5 th 6 mos. 80%	\$25.03	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40
6 th 6 mos. 85%	\$26.60	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40
7 th 6 mos. 90%	\$28.16	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40
8 th 6 mos. 95%	\$29.73	\$8.35	\$4.00	\$9.50	\$0.35	\$0.55	\$.31	\$0.07	\$0.06	\$.40

NOTE: For Information on Individual Apprentice percent periods call 317-635-4766

SEPARATE CHECKS:

- 1. Working Dues Assessments (W.D.A.)** 4% of the gross wages of all Ironworkers employed is to be **withheld** and forwarded to the Local Union Hall. **(this and the PAC are the only deductions from the employees check.)**
- 2. Political Action Committee Fund (PAC)** \$.05 per hour worked for each Ironworker employed is to be **withheld** and forwarded to the Local Union Hall. **(this and the WDA are the only deductions from the employees check.)**
- 3. Insurance Trust Fund (I.T.F.):** Thirty-five cents (.35) per each hour worked is to be contributed and forwarded to the Local Union Hall.
- 4. Apprentice Fund:** Fifty-five cents (.55) per each hour worked is to be contributed and forwarded to JATC 5600 DIVIDEND RD., STE B Indianapolis, IN 46241
- 5. Iron Workers Labor Management Committee of Central Indiana: (MRTF)** Forty cents (.40) per each hour worked is to be contributed and forwarded to P.O. Box 42408 Indianapolis, IN 46241.
- 6. IMPACT Fund:** Thirty-one cents (.31) per each hour worked is to be contributed and forwarded to Southern Ohio & Vicinity Benefit Trust Office Main P.O. Box 398, Dayton OH 45401-0398.
- 7. CAPCI to be mailed to: 1828 North Meridian St., Suite 121, Indianapolis, IN 46202.**
- 8. CIPCI to be mailed to: 1828 North Meridian St., Suite 121, Indianapolis, IN 46202.**

ARTICLE 35 PAY DAY

The regular payday shall be once a week on such day as determined by the Employer and Local Union No. 22. Pay period is to cover seven (7) calendar days with payment of wages due within five (5) days of end of pay period. Wages shall be paid on the job before quitting time in cash or other legal tender. Any undue delay or loss of time incurred by the employees through no fault of their own shall be paid for by the Employer causing such delay at the regular straight time wages.

After an Employer's payroll check has been returned for insufficient funds, the Employer will thereafter be required to pay in cash or certified check or cashier's check beginning with the next payroll period.

Any Employee receiving a returned check for insufficient funds will also be paid the amount charged by the banking institution or whatever entity cashing said check for returned checks.

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

If the regularly established payday falls on a Holiday, the Employer will pay on the day preceding said Holiday.

When employees are laid off, or discharged, they will 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, such employees shall be paid for the time required to go to such places. When employees quit of their own accord, they shall wait until the regular payday for the wages due them. If work finished on Saturday, Sunday or on a Holiday, the employee shall be paid on the next regular work day, either by picking up his check, or by mail. Should he not pick up his check at the Employer's office by 4:30 p.m. on the first regular work day, his check will be mailed to him that day.

Employees not receiving their proper wages of pay at the time of layoff or discharge, shall be entitled to receive a late fee payment equivalent to four (4) hours compensation (wages but not benefits) at the proper straight time rate of pay for each full twenty-four (24) hour waiting period that proper payment is delayed. The total late fee payment shall not exceed the total amount of wages in dispute. When special circumstances exist relative to honest or clerical mistakes by Employers, overtime hours, week-end work or payment to Employees during situations when the Employer's payroll department may be closed, the checks should be prepared and furnished within eight (8) hours after the resumption of the first normal business day following receipt of written notification to the Employer that the proper wages have not been paid, and then the penalty shall not apply. Written notice may be delivered to the Employer via hand, facsimile or certified mail. Any Employer that has gone six (6) months without failing to make proper payment to its Employees shall be deemed to have made an honest or clerical mistake pursuant to this paragraph so long as the check is prepared and furnished within eight (8) hours after the resumption of the first normal business day following receipt of written notification to the Employer that the proper wages have not been paid. This paragraph is intended to deal with unwarranted delays in payment to Employees, and is not intended to apply to good faith disputes over how wages are to be calculated.

**ARTICLE 36
OUT OF JURISDICTION EMPLOYERS**

In the event the Employer does not have its principal place of business in the jurisdiction of Local Union No. 22, the Employer shall be required to maintain a Payroll and Fringe Benefit Account at a commercial bank located within the jurisdiction of said Local Union. Such accounts shall be used to pay all monetary obligations arising pursuant to the collective bargaining Agreement.

**ARTICLE 37
WORKING DUES ASSESSMENTS**

On the effective date of this Agreement, current employees shall pay, as a condition of employment, periodic union membership dues. Further, each employee hired after the effective date of this Agreement shall pay, as a condition of employment, periodic membership fees beginning on the 8th day following the beginning of his/her employment. In the event any employee refuses to pay such fees as provided for in this Agreement, after 30 days written notification by the union to the employee of such failure, with a copy to the company, if the employee continues to refuse to pay such fees, upon written request by the union, the employer will terminate such employee's employment within one working day (Monday through Friday) of receipt of such written request. Such discharge shall be based upon the information supplied and representations made by the union. The provisions of this Article shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provision is contrary to law.

The Employer will honor individual authorizations for dues check-off in the amount as specified of gross wages per payroll period, voluntarily executed by the employees, provided the same conforms to applicable law.

Dues check-off shall be reported monthly on the same reporting form used to report vacation; savings plan deductions and apprenticeship contribution.

The employer is willing to make such deductions from pay for such employees, without reimbursement for its expenses in making such deductions, on the agreement that the Iron Workers Local Union No. 22 will indemnify and hold the employer harmless against any and all claims, demands, suits, or other forms of liability, including attorneys' fees, that shall arise out of or by reason of actions taken by the employer for the purpose of complying with any of the sections of this Article.

In the event the Working Dues Assessment is not received in the office of the Union by the fifteenth of the month following the month in which the services have been rendered by the

employee, the Employer shall be responsible for interest at the rate of one percent (1%) of the total due for the balance of the month in which the money should have been received, and an additional one per cent (1%) for each full or partial month thereafter until payment of the amount due plus interest. As a remedy, the Union has the right to strike and picket any Employer who becomes delinquent in its Working Dues Assessments Payments.

An employee who is discharged pursuant to this Article shall be paid at the next regular pay day following the employee's date of discharge.

ARTICLE 38 VACATION SAVINGS PLAN/ANNUITY PLAN

VACATION

Effective with the adoption of this Agreement the Employer agrees to make deduction from employees' Gross wages, the amount to be stipulated in Article 34-Bottom Note (Savings Plan Contributions).

If at any time during the duration of this agreement, the membership elects to change amount of deduction, said change to be effective sixty (60) days after notification to Employer.

ANNUITY

Each Employer who is subject to the provisions hereof shall be bound by all the terms and provisions of the Agreement and Declarations of Trust dated April 27, 1971, as amended and as the same may hereafter be amended from time to time, which established and which governs the operations of the Iron Workers District Council of Southern Ohio & Vicinity Annuity Trust. That document shall be deemed to be a part of this Collective Bargaining Agreement as though set forth herein at length. Reports shall be rendered monthly for a four-week or five-week period, as appropriate; in each report, fractions of an hour will be reported in one-half (1/2) hour increments. In computing the payments to be made by each Employer into that Annuity Trust, there shall be included the payments required to be made for shift differential, paid reporting time, paid holidays, paid vacations, and all other items for which payment is provided hereunder. Employers' reports and contributions for any month are due in the office of the Annuity Trust on or before the fifteenth day of the following month. For the late filing of reports and for the late payment of contributions, liquidated damages shall be assessed in conformity with the then current amendments to the Agreement and Declarations of Trust dated April 27, 1971.

ARTICLE 39 BENEFIT CONTRIBUTIONS

During the life of this Agreement, should the fund actuary certify that the current Employer contributions to any of the fringe benefit plans are not sufficient to support the level of benefits, the parties hereto agree that additional funds will be diverted from wages to actuarially support the benefit level or the schedule of benefits will be reduced so as to assure sound funding of the Health and Welfare Plans.

Any revisions to the Pension contributions as required by this Agreement shall be revised in accordance with negotiated changes between the parties to this Agreement. On multi-year

wage agreements, it is agreed between the parties that, should alterations in the Pension contributions become desirable by either party, the parties agree that the revisions will add to or come out of the Employee's wage rate as listed in Article 34.

Should, at any time during the term of this Agreement, any of the fringe benefits, welfare, annuity, or pension be discontinued for any reason, the monies specified in this Agreement for those benefits shall be added to the hourly wage paid to the Employee covered by this Agreement.

ARTICLE 40 PENSION PLAN

Each Employer who is subject to the provision hereof shall be bound by all the terms and provisions of the Agreement and Declaration of Trust dated October 30, 1962, as amended, and as the same which governs the operations of the Iron Workers District Council of Southern Ohio & Vicinity Pension Trust. That document shall be deemed to be a part of this collective Bargaining Agreement as though set forth herein at length. Each such Employer agrees to pay said Pension Trust, in accordance with Article 34 of this Agreement. Reports shall be rendered monthly for a four-week or five-week period, as appropriate; in each report fractions of an hour will be reported in one-half (1/2) hour increments. In computing the payments to be made by each Employer into the Pension Trust, there shall be included the payments, required to be made for shift differential, paid reporting time, paid holidays, paid vacations, and all other items for such payment is provided hereunder. Employer's reports and contributions for any month are due in the office of the Pension Trust on or before the fifteenth day of the following month. For the late filing of reports and for the late payment of contribution, liquidated damages shall be assessed in conformity with the then current amendments to the Agreement and Declaration of Trust dated October 30, 1962.

ARTICLE 41 WELFARE PLAN

Each Employer who is subject to the provisions hereof shall be bound by all the terms and provisions of the Agreement and Declaration of Trust dated August 1, 1952 as amended and as the same may hereafter be amended from time to time, which established and which governs the operations of the Ironworkers District Council of Southern Ohio & Vicinity Benefit Trust ("Welfare Trust"). That document shall be deemed to be a part of this Collective Bargaining Agreement as though set forth herein at length. Each such Employer agrees to pay to said Welfare Trust, in accordance with Article 34 of this Agreement. Reports shall be rendered monthly for a four-week or five-week period, as appropriate; in each report a fraction of less than one-half (1/2) hour in connection with an employee shall not be paid for, and one-half (1/2) hour or more shall be paid for as one (1) hour. In computing the payments to be made by each Employer into that Welfare Trust there shall be included the payments required to be made for shift differential, paid reporting time, paid holidays, paid vacations, and all other items for which payment is provided hereunder. Employers' reports and contributions for any month are due in the office of the Welfare Trust on or before the fifteenth day of the following month. For the late filing of reports and for the late payment of contributions, liquidated damages shall be assessed

in conformity with the then current amendments to the Agreement and Declaration of Trust dated August 1, 1952.

ARTICLE 42 APPRENTICESHIP AND TRAINING FUND

Each Employer shall contribute and pay into an apprenticeship and training program the amount shown in Article 34 for each hour of which the employee is paid for all employees covered by this Agreement. Such contributions on the part of the Employers shall be paid by them to the Trust Fund, established by the Trust Agreement and Declaration of Trust, dated November 1, 1969. These contributions shall be for the exclusive purpose of defraying the cost of apprenticeship or other training programs to be carried on by the Joint Apprenticeship Committee heretofore established by the Employers and the Union, in accordance with the provisions of the "Indianapolis Ironworkers Apprenticeship Standards", formulated by the Joint Apprenticeship Training Committee-as amended from time to time. Payments to said fund are to be paid by the fifteenth (15th) day of the month following the month in which the services are rendered and forms for the making of the monthly reports by employers shall be furnished to them.

In the event the Apprenticeship and Training Fund contributions are not received by the fund by the fifteenth (15th) of the month following the month in which the services have been rendered by the employee, the Employer shall be responsible for interest at the rate of one percent (1%) of the total due for the balance of the month in which the money should have been received, and an additional one percent (1%) for each full or partial month thereafter until payment of the amount due plus interest. As a remedy, the Union has the right to strike and picket any Employer who becomes delinquent in its Apprenticeship and Training Fund payments. The Trust Agreement and the Declaration of Trust, together with any amendments thereto shall be considered as part of this Agreement as though set forth herein at length.

Each Employer required to contribute Apprentice Training Funds under the terms of this Agreement shall employ apprentices in the performance of all work covered by this Agreement, and shall utilize these classifications to the fullest extent applicable.

When an Employer covered by the Agreement employs four (4) or more Journeymen Ironworkers, the fifth (5th) Employee shall be an apprentice. The ratio of one (1) apprentice for every four (4) Journeymen Ironworkers shall be maintained at all times, based upon the Employer's total employment of Ironworkers, unless mutually agreed upon by the Employer and the Business Representative.

The apprentice program is a four (4) year program with wages and benefits as indicated in Article 34.

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.

This requirement may be altered, due to unavailability of apprentices for referral, or due to safety requirements of the Employer.

Apprentices will be hired and laid off in a manner that will maintain the ratio.

These employees will be dispatched through the Local Union. Apprentices shall not be paid more than the rates provided under the terms of this Agreement unless otherwise required by law. All apprentices shall be dispatched to jobs by the Business Representative and the Apprentice Coordinator of the Local Union.

An apprentice having reason to work outside the jurisdiction of the Local Union must have a letter of consent from the Joint Apprenticeship Committee to do so. No apprentice will be allowed to work on any job during school hours.

An apprentice change from one contractor to another contractor must be made through the Local Union Business Representative and the Coordinator.

The above in no way changes the Apprenticeship Standards, rules or Trust which is a part of the Joint Agreement between the AGCI and International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local Union No. 22, of Indianapolis, Indiana.

If Apprentices are not available, there will be a Journeyman Assistant dispatched in their place. All Journeyman Assistants will return to the Union Hall at the completion of each job to be re-assigned by the Business Representative.

In the event that the Local Union would dispatch any persons not included in journeyman or apprentice classification, the Union shall dispatch such person as "journeyman assistant". A journeyman assistant shall be defined as a helper to journeymen and be eligible to enter the apprentice program within two (2) years (if all other requirements of the apprentice program are met). He shall be allowed to perform any work assigned by his foreman. The Union Business Representative shall, at his discretion, have the authority to dispatch a Journeyman Assistant, or as many as he sees necessary to any project.

The Local Union agrees to maintain bid one compliance status with the Office of Federal Contract Compliance (OFCCP).

The Joint Apprentice Committee through the Coordinator will notify all Employers that utilize Local 22 Ironworkers of all intentions to start new apprentice classes in such time that the Employers can notify potential applicants of such possible apprentice openings.

ARTICLE 43 ALL BENEFITS

In the event that any contractor becomes delinquent in contributions to any of the benefits funds and/or apprenticeship and training fund set forth in this Agreement, the Union has the option of striking, proceeding through the dispute settlement procedures of this contract, or filing a lawsuit (to include attorney fees and filing fees) against the delinquent contractor notwithstanding the provisions of any no strike clause in this contract.

ARTICLE 44 BOND PROVISION

Local No. 22 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers will require Employers that are over thirty (30) days in arrears in their contributions to the Fringe funds and/or to the apprenticeship and training fund to procure and

pay the premium for and deliver to the Local Union a surety bond, written by a responsible surety company, in the penal sum of not less than \$50,000.00 guaranteeing the payment of all contributions and liquidated damages which may become due to the Ironworkers District Council of Southern Ohio and Vicinity Pension, Benefit, and Annuity Trust, to the Joint Apprenticeship Committee, or to any of them.

ARTICLE 45

CONSTRUCTION ADVANCEMENT PROGRAM COUNCIL OF INDIANA

It is understood that the AGCI, an Indiana corporation not-for-profit, has established the Construction Advancement Program Council of Indiana, (hereafter, Program), the purpose of such Program to be to generally promote and improve the construction industry, including, without limiting the generality of the foregoing, apprenticeship training, advanced skill training, supervisory training, improvement of public and personnel relations, market development, standardization of contracts and specifications, development of relations with others (including the public, architects, suppliers and labor), collection and distribution of information useful and beneficial to the Union construction or contracting industry and otherwise promote and advance the interest and common good of the Union construction contracting industry in the state. It is understood that each Employer will be furnished a copy of the Articles of Incorporation upon request and that, subject to the foregoing limitations such Articles of Incorporation may be amended from time to time by the Board of Directors.

Each Employer shall contribute an amount per clock hour for each hour worked by each Employee covered by this Agreement. The hourly amount shall be between seven cents (\$.07) to ten cents (\$.10), as determined by the Trustees of the Program, provided that a minimum of two (2) months' notice shall be provided by the trustees before the amount may be adjusted within said range.

Each Employer shall pay the contribution to the Program on or before the 15th day of each month on account of hours for which such employees were compensated during the preceding calendar month. The Employer shall also provide the Program with a copy of the hours report the Employer furnishes to the Pension Plan (see Article 40) and Welfare Plan (see Article 41) showing the hours worked by employees covered by this Agreement for which contributions are being made to said fund for such month.

It is expressly understood and agreed that the Board of Directors of the Program have the authority to conduct an audit of the records of any Employer to determine whether such Employer is contributing to the Program in accordance with the provisions of this Article. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this Article, any legal expenses of the Program, including attorney's fees, court costs, and other expenses incurred in the audit and collection of such delinquent and/or non-contributed funds shall be born by the Employer. It is further understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the Program with interest charged at the rate then applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

It is expressly understood and agreed that no Employee, Employer or Union shall have any vested or proprietary interest in or right to any sum constituting a part of said Program.

ARTICLE 46
CONSTRUCTION INDUSTRY PROGRESS COUNCIL OF CENTRAL INDIANA
(“Top Notch”)

The parties to this Agreement agree to participate in the Construction Industry Progress Council of Central Indiana (“Top Notch”), which has been established by construction trade unions and employers that have contracts with construction trade unions. The program is a not-for-profit corporation and is governed by a Board of Directors consisting of equal number representing unions and employers who agree to participate. Employers further agree to fund the Program through contributions. It is understood that the rate of contributions may be set by the Board of Directors at any amount from zero to ten cents (\$.10) per hour worked by employees of participating unions. It is further understood that while the amount of such contributions shall be calculated in determining the total wage/fringe package under the Agreement, the rate of such contributions shall neither increase nor decrease hourly wage rates of employees working under the Agreement or the rates to be contributed to any other benefit program under the Agreement. Details of the Program are contained in the Articles of Incorporation and Bylaws, which are made a part of this Agreement by reference.

ARTICLE 47
COMPENSATION INSURANCE

The Employer and all Sub-Contractors performing work within jurisdiction of Local No. 22 agrees to furnish the Union, at its offices, with a current certificate of insurance indicating the Employer’s Workers’ Compensation coverage. Such certificate shall contain a ten (10) day cancellation notification clause. The Employer shall also furnish the Union, at its offices, with the Employer’s Indiana Employment Security Commission identification number.

ARTICLE 48
SAVINGS CLAUSE

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

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

ARTICLE 49
EQUAL EMPLOYMENT OPPORTUNITY

The Contractors upon their part agree not to discriminate for reasons of race, religion, age, sex, or national origin in the employment of workers. The Union agrees that its officers and members will in no way discriminate against any person because of race, religion, age, sex, veteran status or national origin, and will dispatch all persons strictly on a non-discriminatory basis.

As used in this Agreement the terms “he”, “his” or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this Agreement or its application on basis of sex, race, or national origin.

Notwithstanding any other provisions of this Agreement, the Employer shall have the right to take any and all actions necessary to comply with Federal, State, or Local Government Laws, Ordinances or Regulations and lawful requirements set forth in proposal documents by users of construction services, with respect to providing equal employment opportunity.

ARTICLE 50 MORE FAVORED EMPLOYER

If the Union enters into any agreement with any individual Employer or group of Employers performing work covered by the terms of this Agreement and that agreement provided for more favorable wages, hours, or conditions to any other Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege to adopt such advantageous terms and conditions.

ARTICLE 51 IMPACT PROGRAM

In addition to the per hour wage rate, the Employer shall contribute an additional one percent (1%) of the existing base straight time wage rate to Ironworker Management Progressive Action Cooperative Trust (IMPACT), jointly trusteeed Cooperative Trust with federal tax exempt status under Section 501 (a) of the Internal Revenue Code as an exempt organization under Section 501 (c)(5) of the Internal Revenue Code. 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.

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

The one percent (1%) contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry. In addition, the Union and Employer agree that by making contributions to IMPACT each of them shall become bound to IMPACT’s Drug and Alcohol Screening Policy and Procedure. Furthermore, each Employee that works for an Employer under this Agreement must carry a valid MICCS Card that is issued in compliance with the Metro Indianapolis Coalition for Construction Safety, Inc. (MICCS) Substance Abuse Program in order to be eligible to work. The cost of obtaining and maintaining a valid MICCS Card shall be paid for by IMPACT, the Union and/or the Employee.

ARTICLE 52
MARKET RECOVERY TARGET FUND

The parties to this Agreement agree to establish a Market Recovery Target Fund (the "M.R.T.F."). The M.R.T.F. will be a not-for-profit entity and will be governed by a Board of Trustees that consist of three (3) Trustees appointed by Local Union 22 and three (3) Trustees appointed by the AGCI. The purpose of the Program is to help gain market share for the Employers of employees covered by this Agreement, and to enhance the competitiveness of the Employers.

Employers will fund the M.R.T.F. through contributions of forty cents (\$.40) per hour worked by employees. In the event M.R.T.F. contributions are not received by the fund by the fifteenth (15th) of the month following the month in which the services have been rendered by the employee, the Employer shall be responsible for interest at the rate of one percent (1%) of the total due for the balance of the month in which the money should have been received, and an additional one percent (1%) for each full or partial month thereafter until payment of the amount due plus interest.

Administrative Rules of the M.R.T.F. shall be developed and enforced by the Trustees. Any funds offered through the M.R.T.F. for a particular project must be offered to all Employers signatory to this Agreement that are in good standing with the payment of wages, benefits, industry funds and other programs and funds set forth under this Agreement. All funds offered to projects shall be posted on the Local Union 22 web-site (ironworkers22.com) prior to the bid date. The intent is to make sure that all Employers in good standing are given equal opportunity to the funds made available for a particular project.

The M.R.T.F. shall automatically terminate at the end of this Agreement, unless it is specifically agreed to in writing to be extended by Local Union 22 and the AGCI. Likewise, the M.R.T.F. may not be terminated before the end of this Agreement, unless specifically agreed to in writing by Local Union 22 and the AGCI. If there are funds remaining in the M.R.T.F. upon termination of the M.R.T.F. after all M.R.T.F. expenses have been paid, the Trustees shall determine how the funds shall be distributed for the benefit of the union construction industry and in a manner consistent with the M.R.T.F. documents and the law.

ARTICLE 53
PARTICIPATION AGREEMENT

Unless he/it has already done so, each Employer who is subject to the provisions hereof shall enter into a written Participation Agreement with the Ironworkers District Council of Southern Ohio & Vicinity Pension Trust, the Ironworkers District Council of Southern Ohio & Vicinity Benefit Trust and the Iron Workers District Council of Southern Ohio & Vicinity Annuity Trust, pertaining to participation in those Trusts. (**Note:** Those groups not participating in the Annuity Trust shall make the obvious and necessary changes).

ARTICLE 54
COLLECTIVE BARGAINING AGREEMENT
(Joint Agreement)

Unless he/it has already done so, each Employer working within the Jurisdiction of Ironworkers Local No. 22 shall sign and execute a current Collective Bargaining Agreement (Joint Agreement) between the Employer and Local No. 22. This Local Collective Bargaining Agreement (Joint Agreement) will be signed even if the Employer has **ANY** other agreement between any other entity, or the International Association of Bridge, Structural and Ornamental Iron Workers.

Collective Bargaining Agreement (Joint Agreement) to be signed before employees are dispatched or agreement on time to return document between the Business Representative and Employer, Should the Employer refuse, the Local Union has the right to withhold employees until signed.

**ARTICLE 55
SCOPE OF AGREEMENT**

This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union will be bound by rules, regulations, or agreements not herein contained, except agreements as set forth in the Agreement under the heading of "Settlement of Disputes".

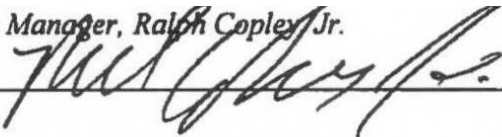
IN WITNESS WHEREOF, this Agreement has been executed by the parties whose signatures are affixed hereto.

The Negotiating Committee for the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local Union No. 22 consists of:

Business Manager, Ralph Copley, Jr.
Business Representative, Mark Widener
Executive Board, Jon Brian
Executive Board, Nick Frazier
Executive Board, Nick Savory
Executive Board, Ken Haggard
Executive Board, Josh Hobson
Recording Secretary, Craig Trimble

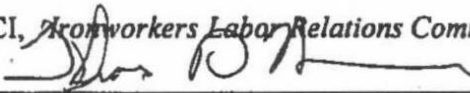
Signing on behalf of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local Union No. 22:

BY: *Business Manager, Ralph Copley Jr.*



AGCI, Indianapolis, Indiana on behalf those Employers that assigned their bargaining rights to the AGCI by way of the attached letter of assignment.

BY: AGCI, ~~Ironworkers~~ *Labor Relations Committee Chairman*, Thomas D. Harmon



Note: For additional Employers that become signatory to this Agreement that are not listed on the attached letter of assignment.

IN WITNESS WHEREOF, the parties whose signatures are affixed hereto have executed this Agreement.

CONTRACTOR

DATE _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

IRONWORKERS LOCAL UNION NO. 22

DATE _____

BY _____

BUSINESS REPRESENTATIVE
5600 DIVIDEND RD., STE A
INDIANAPOLIS, INDIANA 46241

PHONE: (317) 243-8222
FAX: (317) 243-8352