

## Cornell University ILR School

### BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements** (for a glossary of the elements see -  
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Calumet Builders Association, Inc., Industrial Contractors Association, Inc. and International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers (BSOIW), AFL-CIO, Local 395 (2003)**

K#: **8764**

Employer Name: **Calumet Builders Association, Inc., Industrial Contractors Association, Inc.**

Location: **IN**

Union: **International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers (BSOIW), AFL-CIO**

Local: **395**

SIC: **1791**

NAICS: **23621**

Sector: **P**

Number of Workers: **1000**

Effective Date: **06/01/03**

Expiration Date: **05/31/06**

Number of Pages: **44**

Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

AGREEMENT

BETWEEN

THE CALUMET BUILDERS  
ASSOCIATION, INC.

&

THE INDUSTRIAL CONTRACTORS  
AND BUILDERS ASSOCIATION  
OF INDIANA

AND

THE INTERNATIONAL  
ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL  
AND REINFORCING  
IRON WORKERS

Local Union No. 395

June 1, 2003 to May 31, 2006

K 8764

1,000 units

85.89

<u>TOPIC</u>	<u>PAGE</u>
Accounting Department	81
Agreement	1
Annuity	19 - 21
Apprenticeship Manning	49
Apprenticeship	70
Apprenticeship Training Fund	21 - 22
Asbestos Exposure	57 - 58
Bar Joist	57
BCRC	26 - 28
Check-Off Assignments	28 - 30
Compensation Insurance	64
Contribution & Deductions	34 - 35
Crawler Cranes	50 - 51
Delinquencies	35 - 38
Drinking Water/Rest Rooms/Clothes	
Eye Glasses	60 - 64
Elevator Shaft Protection	52
Foreman	46 - 47
Fringe Benefits	13 - 16
Furnishing Bond	30 - 34
Guy & Stiff Leg Derricks	47 - 48
Industry Fund	25 - 26
Job Steward	66 - 67
Jurisdiction	4 - 5
Length of Contract	76 - 77
Long Span Bar Joist	57
Material Sorting/Distribution	60 - 61
New Project	59 - 60

<u>TOPIC</u>	<u>PAGE</u>
Non-Discrimination	2
Non-Union Dues Deduction	69 - 70
Overhead Cranes	52 - 53
Overtime/Holidays	11 - 12
Pay Day	39 - 43
Payments of Contributions	34 - 38
Payroll Deduction	13 - 16
Pension Plan	19 - 21
Physical Examination	65
Piecework	39
Planking Floors	49
Pre Job	60
Preamble	1 & 2
Protection of Signal Devices	51
Protection of Union Principles	67 - 68
Recognition	3 & 4
Reporting Time	43 - 46
Riding Load/Load Falls	56
Riveting Gangs	48 - 49
Safety Meetings	50
Safety Provisions	49 - 58
Scope of Agreement	75 - 76
Settlement of Disputes	71 - 73
Shift Work	8 - 10
Shipping Employees	58
Signatory Associations	78
Signatory Page	80
Slings	50

<u>TOPIC</u>	<u>PAGE</u>
Stiffening & Supporting Working	56
Load Points	73 - 75
Strikes/Lockouts	70 - 71
Sub-Contractors	23
Termination Clause	5
Territory	57
Tool Room	55 - 56
Tools	58 - 59
Transportation	65 - 66
Union Representative	12 - 13
Unscheduled Weekend Work	23 - 25
Vacation Fund	65
Visiting Doctor	13 - 16
Wage Rates	53 - 55
Welding & Burning	17 - 18
Welfare Plan	6 - 7
Work Hours Per Day	39
Work Limitations	

## **AGREEMENT**

The Agreement is made and entered into this 1<sup>st</sup> day of June, 2003, by and between The Calumet Builders Association, Inc., The Industrial Contractors Association, Inc., hereinafter referred to as the "Employers" and Local Union No. 395 of the International Association of Bridge Structural Ornamental and Reinforcing Iron Workers (affiliated with the AFL-CIO), hereinafter referred to as the "Union."

## **PREAMBLE**

This agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employers and Union in this trade and to prevent waste, unnecessary and avoidable delays and expenses, and so far as possible, to provide for labor's continuous employment, such

employment to be in accordance with the conditions herein set forth 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.

## **NON-DISCRIMINATION**

No term of this agreement shall be applied to discriminate against an employee, or applicant for employment, based on consideration of his race, creed, color, sex, age, membership in any lodge, fraternity, or national origin.

The parties shall comply with applicable Federal and State Statutes and the orders and regulations issued by the administrative agencies of competent jurisdiction to bar said discrimination.

### **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees employed in work covered by the occupational jurisdiction of the Union by Employers who are now members of the Association or such Employers as may hereinafter become members of the Associations. The Union recognizes the Associations as the sole and exclusive bargaining agent for their members and for such other firms, persons or corporations as may hereafter become members of the Association.

The parties agree that the collective bargaining unit covered by this Agreement is a single multi-employer bargaining unit consisting of Employers represented by the Contractors' Association that are bound to this Agreement, including any individual Employers who are not members of the

Associations but who sign the Agreement and agree to be bound to it in writing. Local Union #395 recognizes the Employers as authorized to act in collective bargaining negotiations for all their members and for non-member Employers who agree to sign the Agreement or agree to be bound to it in writing.

### **JURISDICTION**

Section I. It is agreed that the jurisdiction of work covered by this agreement is that provided for in the charter grant, as amended, issued by The American Federation of Labor to the International Association of Bridge Structural Ornamental and Reinforcing Iron Workers.

When a jurisdictional dispute involves any Union or Employer not a party to the procedures established by the Impartial Jurisdictional Disputes Board and is not

resolved between the Unions, it shall be referred for resolution to the involved International Unions, with which the disputing Unions are affiliated. The resolution of the dispute shall be reduced to writing signed by representatives of the involved International Unions and the Employer.

#### **TERRITORY**

Section II. The territory covered by this agreement shall be the territorial jurisdiction of Local No. 395 which extends from Lake Michigan on the North to Route 114 South of Lake Michigan on the South, and from the Indiana-Illinois State Line on the West to Three (3) Miles East of Indiana Route No. 421 on the East.

#### **WORK HOURS PER DAY**

Section III. (A) Eight (8) hours shall constitute a day's work, from 7:00 a.m. to 3:30 p.m. with the consent of the Union Representative. Starting time may begin between the hours of 6:00 a.m. and 9:00 a.m. by written notice to the Union Representative. The workers must be dressed and ready to work at the designated starting time.

(B) Changes in the work hours per day, in special cases, and/or changes in the normal work day, not however to exceed an eight (8) hour day, may be made to meet special conditions upon application to and approval of the General Executive Board. If proof of application is not submitted within twenty-four (24) hours after the change of shift, all hours worked will be paid at the appropriate overtime rate, time and one half Monday through Saturday and double time on Sunday and Holidays. International

Association of Bridge Structural  
Ornamental and Reinforcing Iron  
Workers, 1750 New York Avenue, Suite  
400, Washington, D.C. 20006,  
telephone (202) 383-4800, telefax (202)  
347-1496; Iron Workers Local 395, 2820  
- 165<sup>th</sup> Street, P.O. Box 2099,  
Hammond, Indiana 46323, telephone  
(219) 844-5120, telefax (219) 845-2252.

(C) There will be no staggering of the  
first shift lunch break, except by mutual  
agreement of the Union Representative  
and the Employer, a half-hour deviation  
prior to or after the normal lunch break  
may be granted. If there is a deviation  
from the standard lunch break the  
employee shall be paid at the prevailing  
overtime rate for the half-hour normally  
used for eating.

(D) No employee shall be scheduled  
for more than sixteen (16) consecutive  
hours without consent of a Union  
Representative.

### SHIFT WORK

Section IV. (A) When two (2) shifts are  
employed each shift shall work seven  
and one-half (7½) hours for eight (8)  
hours pay at regular time; when three (3)  
shifts are employed, seven (7) hours  
shall constitute a day's work for each  
shift for which a regular wage of eight  
(8) hours shall be paid or a proportionate  
part thereof for time worked. When  
multiple shifts are worked on Saturday,  
Sunday or recognized holidays the  
following shall apply; when two (2)  
shifts are employed, each shift shall  
work seven and one-half (7½) hours for  
eight (8) hours pay at double the straight  
time rate of wages. When three (3)  
shifts are employed, each shift shall  
work seven (7) hours for eight (8) hours  
pay at double the straight time rate of  
wages or a proportionate part thereof for  
time worked.

All hours worked between the hours of 12:01 a.m. Sunday and 12:00 midnight Sunday on one (1), two (2), or three (3) shift jobs shall be paid at the rate of double time. On multiple shift projects, a shift differential of \$0.50 per hour will be added to the second shift employees. A shift differential of \$1.00 per hour will be added to the third shift employees.

When single shifts are worked outside the standard work day, such shifts shall be treated as second or third shifts, based on whichever time frame the majority of straight-time hours fall in. Accordingly, shift additives as well as the one-half hour second shift differential and the one (1) hour third shift differential are payable on single shifts worked on this basis. Further, shift additives are payable on overtime shifts performed on Saturdays, Sundays and Holidays, the same as shifts worked during the standard work week.

(B) Not more than one (1) shift shall be allowed on a job of less than five (5) days duration except in case of an emergency, which shall be decided by The General Executive Board. In localities where the work is less than eight (8) hours per day, the hours on shift work shall be shortened proportionately.

(C) When a shift of eleven (11) or more hours is worked on any job, employees shall be allowed a paid, unworked half-hour lunch period commencing four hours after the start of the shift.

A second paid and unworked half-hour lunch period shall be granted on or about the eighth hour after the start of the shift. Employees shall be paid by the clock, i.e., they will be paid for each hour they are on the project site including lunch period. When multiple shifts of eleven (11) hours or more during a work day, the same lunch arrangements shall be in effect.

### **OVERTIME AND HOLIDAYS**

Section V. (A) Time and one-half shall be paid for any and all work in excess of eight (8) hours on any regular work day and for all time worked on Saturdays. All hours worked on Sundays and the following holidays: New Years Day, Memorial Day, 4<sup>th</sup> of July, Thanksgiving Day and Christmas Day shall be paid at double the straight time rate.

No work shall be performed on Labor Day, except to save life or property, and with the consent of a Union Representative. Any hours worked on Labor Day shall be paid at double the straight time rate.

Any holiday that falls on Sunday, shall be recognized on the following Monday, and if worked employees shall be paid at double the straight time rate.

(B) Plant holidays shall not be subject to show-up time if beyond the contractors control. If employees have

been told not to work on a plant holiday, then are called out to work on a recognized plant holiday the employees shall be paid at the appropriate overtime rate, time and one-half Monday through Saturday and double time Sunday.

### **UNSCHEDULED WEEKEND WORK**

Section VI. Unscheduled weekend work shall be interpreted as any work an Employer is to man after normal working hours on Friday continuing through the weekend.

Every effort to give complete remuneration to the Employees will be made by the Employer upon lay-off.

If actual hours worked exceed the estimated completion time, checks may be issued for the estimated hours. Checks for the remaining hours shall be hand delivered to the Union Hall no later than 11:00 a.m. of the next regular

working day. Employees not receiving proper remuneration at that time are entitled to receive four (4) hours pay at the applicable straight time rate and an additional four (4) hours pay each twenty-four (24) hour waiting period.

Any employee called out for unscheduled weekend work shall receive no less than eight (8) hours pay per day at the applicable rate, except when the employee is employed on the Friday before and the Monday following, the employee shall receive no less than four (4) hours pay.

**WAGE RATES  
FRINGE BENEFITS  
PAYROLL DEDUCTIONS**

Section VII. (A) FOREMAN: Foreman shall receive 8% above journeyman's hourly wage rate. Sheeter Foreman shall also receive 8% above sheeter's hourly wage rate. There shall be a Sheeter Foreman for each sheeting gang.

(B) GENERAL FOREMAN: If at the contractors discretion a General Foreman is required, the General Foreman shall receive 11% above journeyman's hourly wage rate.

(C) STEWARDS: Refer to Section XXXVII.

(D) In accordance with the agreement reached between the Calumet Builders Association, Inc., The Industrial Contractors Association and International Association of Bridge Structural Ornamental and Reinforcing Iron Workers Local Union #395, the following are the changes in wage rates and fringe benefits effective June 1, 2003.

### **WAGES**

JOURNEYMAN. . . . . \$28.00 per hr.  
SHEETER. . . . . \$28.25 per hr.  
FOREMAN. . . . . 8% per hr.  
above Journeyman or Sheeter's scale  
GENERAL FOREMAN. 11% per hr.  
above Journeyman or Sheeter's scale

### **FRINGE BENEFITS**

MID-AMERICAN PENSION PLAN  
Basic. . . . . \$4.01 per hr.  
Supplemental Monthly Annuity \$2.14 per hr  
LOCAL 395 TRUST FUND. \$6.23 per hr pd  
APPRENTICESHIP FUND. . \$0.53 per hr.  
INDUSTRY FUND. . . . . \$0.12 per hr.  
BCRC. . . . . \$0.07 per hr.  
ANNUITY FUND. . . . . \$2.77 per hr.

### **PAYROLL DEDUCTIONS**

Vacation Fund. . . . . \$1.25 per hr.  
#395 Working Assessment 3% (0.3)  
of Gross Wages  
#395 IPAL. . . . . \$0.03 per hr.  
BUILDING TRADES. . . \$0.02 per hr.

### **RAISES TO BE ALLOCATED**

June 1, 2004 - \$1.80 per hour plus an  
additional \$0.02 to CAF  
June 1, 2005 - \$1.85 per hour plus an  
additional \$0.02 to CAF

### **EFFECTIVE 6-1-00**

The following Fringe Benefit and  
Payroll Deduction guidelines will  
become effective June 1, 2000. For the  
purpose of determining the employers  
that will pay on a weekly or monthly  
basis the time period of 6-1-00 through  
5-31-03 will be used to determine timely  
payments. Any and all employers  
designated as delinquent during this time  
period will be placed on weekly  
payments as outlined below. All new  
employers will be placed on weekly  
payments as provided below.

### **WELFARE PLAN**

Section VIII. Each Employer shall contribute the amount per hours paid, specified in the wage and fringe benefit section of this agreement, into the Ironworkers Local 395 Trust Fund on all employees covered by the agreement to the Ironworkers Local 395 Trust Fund.

The Contributions of the Employers shall be used exclusively to provide life insurance, accidental death and dismemberment insurance, hospital expense insurance, surgical expense insurance, medical expense insurance, dental and vision care benefits and temporary disability benefits to eligible employees and their families in such form and amount as the Trustees of the Welfare Fund may determine, in the organizations and administration of the Welfare Fund.

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

Family and Medical Leave Act - The Employer is required to comply with the Family and Medical Leave Act of 1993 ("FMLA") with respect to employees covered by the Agreement, which amount shall be established annually in an actuarially sound manner by the Trustees of such fund.

### **PENSION PLAN AND ANNUITY**

**Section IX. (A) Pension Plan -** Each Employer shall contribute the amount per hour, specified in the wage and fringe benefit section of this Agreement, into the Pension Plan on all employees covered by this Agreement to the **IRONWORKERS MID-AMERICA PENSION PLAN**. As of January 1, 1997, the Mid-America Pension Plan has been divided into two (2) separate funds. The "Base Pension" will be known as the Defined Benefit Plan, and the "S.M.A." will be known as the Defined Contribution Plan.

The contributions of the Employers shall be used exclusively to provide pensions to eligible employees in such form and amount as the Trustees of the Pension Plan may determine in the organization and administration of the Pension Plan.

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

**(B) Annuity Plan -** Each Employer shall contribute the amount per hour worked, specified in the wage and fringe benefit section of the Agreement, into the Local 395 Annuity Plan, on all employees covered by this Agreement.

The contributions of the Employers shall be used exclusively to provide pensions to eligible employees in such an amount as the Trustees of the Annuity

Plan may determine in the organization and administration of the Annuity Plan.

The said Annuity Plan shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of said Agreement and Declaration of Trust together with any amendments thereto, shall be considered as part of this Agreement as though set forth here in length.

#### **APPRENTICESHIP TRAINING FUND**

Section X. Each Employer shall contribute the amount per hour, specified in the wage and fringe benefit section of this Agreement, for all employees covered by this Agreement to the

#### **IRONWORKERS LOCAL NO. 395 JOINT APPRENTICESHIP TRAINING FUND.**

The contributions of the Employers shall be used exclusively to provide training for registered apprentices and for organization and administration of the Joint Training Program as the Joint Apprenticeship Committee may determine.

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

### **TERMINATION CLAUSE**

Section XI. In the event that the Ironworkers Mid-America Pension Fund (including the SMA Account), the Ironworkers Local #395 Trust Fund, the Ironworkers Local #395 Apprenticeship Fund, the Local #395 Annuity Fund and/or the NW Indiana Building Trades are terminated by mutual consent of the negotiating committee, then the amount or amounts of contributions to these funds and/or all future funds, shall be added to the employee's hourly rate the day after the termination date or dates.

### **VACATION FUND**

Section XII. Each Employer shall deduct the amount per hour, specified in the wage and fringe benefit section of this Agreement, from the net wages of all employees covered by this Agreement. (For example: Employee works 10 hours x \$1.25 (\$12.50) which is deducted from Net Wages.)

The said Vacation Fund shall be administered by any responsible financial institution so designated by The Executive Board, pursuant to an Agreement between said Credit Union or financial institution and Iron Workers Local 395, and all monies remitted by the Employers shall be held in trust by said Credit Union or financial institution for the purpose of providing vacations for covered employees.

Upon lay off, a separate check for all vacation fund money owed ironworker employees shall be written and mailed to the Fringe Fund Disbursement Office on the same day as the lay off, failure to receive said check within three (3) days will dictate a 10% penalty to be paid to each ironworker who was laid off.

Exceptions are granted to those employers who are members of CBA and ICBAI in good standing with the Union, and who are in compliance with

the bonding provisions in this agreement.

If Vacation Fund is terminated the money will be placed on the check. Local 395 agrees to give a forty-five (45) day notification to Employers.

#### **INDUSTRY FUND**

Section XIII. The employers have established a trust fund to be known as the CONSTRUCTION ADVANCEMENT FOUNDATION OF NORTHWEST INDIANA, which trust fund shall be used to establish and conduct educational programs for the general public, employer members, employee members, and others with respect to new techniques, ideas, and methods which will improve the industry and increase the contribution that the industry and its employees can make to the community, and to carry out such other purposes as may be set forth in the

Agreement and Declaration of Trust with the purpose and intent to promote, support and improve the interest and common good of the construction contracting industry of the area.

The employer shall pay the amount per hour as specified in the wage and fringe section of the Agreement, for each hour worked by all employees of the employer covered by this Agreement.

Payments required to be made to said fund shall be deemed to be governed by the provisions of this Agreement pertaining to the enforcement as to the collection of other payments required to be made by the employer.

#### **BCRC**

Section XIV. (A) Various Employer Associations and the Union are members of Building and Construction Resource Center, Inc. (hereinafter "BCRC"), a non-profit corporation that was formed

to provide services in the construction industry, including but not limited to, education and referral services concerning alcohol, drug and other substance abuse, which purposes are more fully defined in the Articles of Incorporation and By-Laws of said BCRC.

(B) Each employer under this Agreement shall pay to BCRC the amount as specified in the wage and fringe benefits section of this Agreement per hour for each hour worked by each of its employees covered by this Agreement. Each employer is obligated to make such contributions, regardless of whether or not such Employer is a member of BCRC.

(C) Payments required to be made to BCRC shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of the Health and Welfare Pension payments required

to be made by the Employers and thus, may be enforced in the same manner.

(D) The Board of Directors of BCRC will have full audit authority of the Employer's books and records as they pertain to this contribution.

(E) The Employees covered by this Agreement will abide by the provisions of the BCRC substance abuse program when required by the Owner.

#### **CHECK-OFF ASSIGNMENTS**

Section XV. The employer agrees to deduct the working assessment in the amount specified in the wage and fringe benefit section of this Agreement certified by the Union's Secretary-Treasurer as uniformly required to be paid by members of the Union from the gross weekly wages of each Iron Worker covered by this Agreement who has authorized such deduction. The employer hereby authorizes and appoints

**THE CONSTRUCTION  
ADVANCEMENT FOUNDATION OF  
NORTHWEST INDIANA** to act as its  
agent to receive any and all payroll  
deduction authorizations executed by its  
Iron Worker employees.

The Employer agrees to deduct the  
Local #395 IPAL assessment in the  
amount specified in the wage and fringe  
benefit section of this Agreement per  
hour worked from each ironworker  
covered by IPAL. Said amount, to be  
certified by the Union's Secretary-  
Treasurer, as uniformly required to be  
paid by members of the Union. The  
Union will be solely responsible for the  
authorization cards and compliance with  
all federal, state and local statutes,  
ordinances, regulations and other laws  
pertaining to this matter.

In the event of the employer's failure  
to make prompt and timely payment to  
the Union as provided for hereinabove,

the employer shall be liable for all  
penalties and liquidated damages as  
provided herein, and the Union shall  
have all the rights of trustee of the  
various funds as provided for in said  
Agreement.

Said deductions may be increased or  
decreased by giving employers 60 days  
written notice, but not more often than  
once in a six month period.

#### **FURNISHING BOND**

Section XVI. A contractor employing  
ironworkers will be bonded, the bonding  
format will be as follows:

(A) Bonds shall be issued by a surety  
company, which should have a rating of  
"A-7" i.e. A minus 7 or better as rated by  
the A.M. Best rating Service, assuring  
proper wages and fringe benefits. Bonds  
will be delivered to the Fringe Fund  
Office, and will be based on the previous  
year's monthly manhour average, as per

authorized reporting forms. The amount of the bond to be posted is as follows:

1) Twenty (20) or more ironworkers  
\$75,000.00 bond

2) Ten (10) through nineteen (19)  
ironworkers \$50,000.00 bond

3) Nine (9) and fewer ironworkers  
\$20,000.00 bond

All bonds will be made payable to Local 395 Fringe Fund Disbursement Office. Until the appropriate bond has been received by the Fringe Fund Office, all fringe benefits will be paid on a weekly basis. Furthermore, said bonding language will pertain to all contractors working in Local 395's territorial jurisdiction regardless of what agreement the project is being performed under.

B) When a new contractor enters the jurisdiction of Local 395 and has no previous reporting records, and it is determined that the projection of work would meet one of the above situations

(1) through (3), the appropriate bond will be secured. If a bond cannot be obtained, or the contractor does not want to post a bond, the following will occur.

The contractor shall meet with a Union Representative from Local 395, on a weekly basis. The amount of men needed and the approximate manhours that will be worked will be determined at said meetings. Prior to an ironworker going to work, a cashier's check will be properly made out to Local 395 Fringe Fund Disbursement Office in the amount determined at said meeting to cover all fringe benefits and payroll deductions that could be accumulated in one (1) week.

That cashier's check will be delivered immediately to the Fringe Fund Disbursement Office, which will hold the check until the end of the week or the completion of the work, whichever comes first. Upon receipt of an accurate reporting form for actual hours worked, the check

will be distributed to the appropriate funds. After receiving the accurate reporting form with the actual hours worked, if the cashier's check does not cover the amount of money due the Fringe Fund office, the underpayment will either be included in the next week's estimated manhour benefit cashier's check or if the job is completed it will be due to the Fringe Fund Disbursement Office within three (3) days of the completion of the job.

In the event the estimated cashier's check is greater than the accurate reporting form with the actual hours worked the overpayment will either be deducted and included on the next week's estimated manhour benefit cashier's check or if the job is completed a reimbursement check in the amount of the overpayment will be made out to the contractor and mailed within in three (3) days of the completion of the job.

(C) In the event that the contractor fails to comply with these provisions the Union shall have the right to withhold manpower and take appropriate action."

(D) A status report of all bonds being held by the Local 395 Fringe Fund Office will be prepared by the Union Fund Trustee and reported to the Contractor Fund Trustees at the Quarterly Meeting of the Local 395 Trust Fund, Local 395 Annuity Fund, Mid-America Pension and Supplemental Monthly Annuity Funds.

#### **PAYMENT OF CONTRIBUTIONS AND DELINQUENCIES**

##### **Section XVII.**

##### **Contributions and Deductions:**

Contributions to the various funds provided for in this Agreement shall be totaled into one (1) check and made payable and forwarded to the FRINGE FUND DISBURSEMENT OFFICE,

P.O. Box 2099, Hammond, Indiana 46323, together with a statement supporting the contributions (on forms furnished by the Iron Workers' Tri-State Welfare Office,) on or before the fifteenth (15<sup>th</sup>) day of each month covering all work performed during the preceding month.

**Delinquencies:** The Trustees of the various funds are hereby given the power to add to the delinquent contributions and deductions of any Employer an amount equal to fifteen percent (15%) of the total delinquent contributions and deductions as liquidated damages for failure to make prompt and timely payment to the various funds as provided herein. Such additional contribution, when paid, shall be paid to the various funds. Employers who are once delinquent may thereafter be required by the trustees to deposit with the various

fund offices in advance, as a guarantee for the future payment of contributions and deductions, an amount equal to the monthly contributions and deductions of such employer as estimated by the Trustees.

If an employer's delinquency, including any assessment of liquidated damages, is not paid in full within seventy-two (72) hours after said Employer is notified of such delinquency by the Union Trustees, the employer shall be liable, in addition to the contributions and liquidated damages, for claims for the extent of benefits to which the employee would have been entitled if the required contributions had been made plus all reasonable legal fees incurred by the various fund office in enforcing the payment thereof.

It shall be considered a violation of this Agreement for any employer to fail to pay or comply with any provisions of

this Article, or any rule or regulation made by the trustees administering the said various funds that the employer had failed to pay in full any sums due the various funds under this Article and that such failure has continued for seventy-two (72) hours, the Union may remove all employees from such employer's employment until all sums due from the Employer under this Article have been paid in full. This remedy shall be in addition to all other remedies available to the Union and the Trustees, and may be exercised by the Union, anything in the collective bargaining Agreement to the contrary notwithstanding. Such removal of employees to collect contributions and deductions to the various funds shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

When any Contractor employing

members of this local union becomes delinquent in the payment of fringe benefits, said employer shall then be required to pay the Fringe Fund Disbursement Office on a weekly basis, and must continue to do so for a period of twelve (12) months before said employer is eligible to return to the monthly payment schedule. These payments shall then be hand carried to the Local #395 Financial Secretary-Treasurer's office on the specified due date.

If employees are withdrawn from any job because of employer's failure to pay contributions and deductions due under this Agreement, as provided above, the employees affected by such work stoppage shall be paid by the delinquent employer for lost time up to a maximum of sixteen (16) hours pay, provided that seventy-two (72) hours written notice of intention to withdraw the employees is given to the employer by the Union.

### **PIECEWORK**

Section XVIII. It is further agreed that the employees will not contract, subcontract work, piece work, or work for less than the scale of wages established by the Agreement. The Employers agree not to offer and/or pay, and the employees will not accept, a bonus based on specific performance on any individual job.

### **WORK LIMITATION**

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

### **PAYDAY**

Section XX. (A) The regular pay day shall be once a week on such day as agreed between the employer and the Local Union, and wages shall be paid before quitting time, and wages are to be

paid in cash or other legal tender.

If wages are not paid in full on payday, a corrected check will be made the same day, or remainder of the wages will be paid the next day with an additional two (2) hours pay.

(B) Employers may withhold no more than three (3) days wages due to enable them to prepare the payroll.

(C) When employees are laid off, or discharged, they should be paid in full. If an employee is required to go to the contractors office to pick up the check, they shall receive an additional two (2) hours pay.

If final check cannot be presented the day of lay off or discharge, it must be delivered to the Union Hall the next day no later than 9:00 a.m. with an additional two (2) hours pay. If final check is not received by 11:00 a.m. the same day, an additional two (2) hours pay is required; and for every twenty-four (24) hour

period thereafter the check is not received an additional four (4) hours is required.

(D) When a payroll check cannot be cashed due to insufficient funds, the payroll checks will be brought immediately to the Union Hall. A cashiers check with an additional 15% of gross wages will be delivered to the Union Hall the next working day by 11:00 a.m. If check is not received by 11:00 a.m. refer to previous paragraph.

When a payroll check does not clear the bank due to insufficient funds, upon proof by the employee, all additional costs to the employee will be the responsibility of the employer. A cashiers check, plus an additional 15% of the gross wages, for the returned check will be presented to the employee.

(E) No employee shall be laid off by phone or any other means of communication. This does not apply

when he is absent on the shift the layoff is to be made.

(F) Any undue delay or loss of time caused the employees through no fault of their own shall be paid for by the employer causing such delay at the regular straight time wages.

(G) There shall be no punching of time clocks or picking up and depositing "brass" or any other method of checking in and out except when the customer demands and the Contractor shows proof of the necessity for doing so.

(H) When in-plant construction work and when transportation is required, the employer shall transport the employees to the point where such employees were picked up no later than 3:30 p.m., (except as caused by conditions beyond the control of the employer.) When employees are transported to pick up point after 3:30 p.m., and under conditions controlled by the employer,

then overtime pay shall apply as provided under this Agreement.

(I) 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, correct date of pay period (vacation included.)

(J) There shall be no deductions from employee's wages, for contributions of any kind, and no employee shall be intimidated in order to authorize deductions for contributions from his wages.

#### **REPORTING TIME**

Section XXI. (A) When an employee is ordered by the employer or his representative to report for work and then through no fault of the employee is not put to work, or employed for less than two (2) hours, the employer shall

pay him for two (2) hours time, provided the employee remains on the job during the two (2) hours.

(B) If employees are ordered to work the same day they are to report, then a maximum of two (2) hours shall be allowed for reporting to the place of pick-up by the employer.

(C) When an employee, through no fault of his own, is not employed until 12:00 noon, the employer shall pay him for four (4) hours time, weather permitting work. If the employee returns to work at 12:30 p.m., and is unable to work until 3:30 p.m., through no fault of his own, the employer shall pay him for eight (8) hours time, weather permitting work.

(D) When an employee or employees who are working in a five (5) man steel raising gang are absent from work of his or their own accord, this work shall continue without interruption; however,

the employer shall replace these men as quickly as possible.

(E) If an employee is ordered by the employer or his representative to report for work at 7:00 A.M., or any other mutually agreed upon starting time, and because of inclement weather does not go to work but at the direction of the employer remains on the project site available for work for two hours, he shall be paid for two (2) hours time. If, however, the employee goes to work at 7:00 A.M., or any other mutually agreed upon starting time, and has to stop working after two (2) hours of work because of inclement weather and also remains on the project for four (4) hours total, he shall be paid for four (4) hours time.

(F) The day before and the day after New Years Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day, are scheduled work days,

unless the above holiday should fall on Sunday, and are covered under Section V of this Agreement.

If the job is scheduled off on the above days by the employer, the employer shall pay the members on the job four (4) hours pay at straight time wages.

(G) All hours in this section shall be considered hours worked excluding the health and welfare which is noted as hours paid. Fringe Benefits shall be paid under this section.

#### **FOREMAN**

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

(B) There shall be no restrictions as to the employment of foreman or pushers.

The employer may employ on one piece of work as many foreman or pushers as in his judgement is necessary for the safe, expeditious and economical handling of the same.

If only one sheeting gang is employed on a job site, the first qualified sheeter shall be considered a working Foreman.

#### **IRON WORKERS REQUIRED ON GUY AND STIFF LEG DERRICKS MOBILE OR POWER RIGS**

Section XXIII. (A) No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used on steel erection; and on all mobile or power-operated rigs of any description no less than four (4) men and a foreman shall be employed. By mutual consent of the contractor and Union Representative, crew sizes can be adjusted while off-loading material or during the erection of light commercial

buildings. All work shall be performed in a safe manner.

(B) When a tower crane or ringer is being used and when visibility is restricted between workmen and operator, a fifth man shall be employed as a signal man.

#### **RIVETING GANGS**

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

(B) When three (3) or more riveting gangs are employed on any job, a foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which

will require the foreman to temporarily fill in the gang.

#### **APPRENTICE MANNING**

Section XXV. There shall be one (1) apprentice employed for every four (4) journeymen, as available.

#### **SAFETY PROVISIONS**

Section XXVI.

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

**Slings:** (B) Steel cable will be used instead of chains or hemp slings.

**Safety Meetings:** (C) There shall be a periodic tool box, shanty or stand up safety meeting among the supervision and the employees. The reporting of any hazardous or unsafe working conditions shall not be the cause of dismissal.

**Crawler Crane:** (D) No tools, material, etc., shall be stored on a crawler crane, except in approved containers.

When working near power lines, operations shall not be conducted closer than indicated in the tabulation below except as adequate covering or protection of such power lines is provided and a specific set of work instructions are issued by the job superintendent for the particular job.

Voltage	Truck or Crawler	Iron Workers
	From Power Lines	From Power Lines
300 to 8,700	15 Ft.	6 Ft.
8,700 to 15,000	15 Ft.	8 Ft.
15,000 to 35,000	20 Ft.	10 Ft.
35,000 to 50,000	20 Ft.	12 Ft.
50,000 to 100,000	20 Ft.	15 Ft.
100,000 to 132,000	20 Ft.	17 Ft.
or per OSHA Standards		

#### **Protection of Signal Devices: (E)**

When a crane, derrick, hoisting engine or tugger, etc. is used, and operating conditions require the use of a communication system, the system must be free of all outside interferences. This shall be accomplished by using a radio system with a private line, or by using a direct hard wire system between the crane operator and the designated signal man.

**Elevator Shaft Protection: (F)** 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 men working shall be planked safe in all elevator shafts.

**Overhead Cranes: (G)** Supervisory personnel, when using overhead cranes and power equipment at the job site, are to check all limit switches, cable, lights, dogs and controls when such equipment is first used by the trade and as required periodically thereafter, and to report any deficiencies to the responsible authority. When overhead cranes or crane runway hot rails are locked out, said lock shall be furnished by the employer. The key to said lock shall be in the possession of the Supervisor to the crew working on the crane.

No load block on an overhead crane shall be allowed to go past limit switch

point except under special operating conditions and with a predetermined procedure.

When working on crane runways under operating conditions, rail stops, lights, and flags should be placed between workmen and operating crane. If conditions do not permit such safety precautions, a safety man or men will be provided to protect workmen. Rail Stops shall be placed a minimum of thirty feet (30') or one bay from the working area.

**Safety Requirements on Welding & Burning:** (H) Members of Local Union No. 395 will not erect, walk on, or work on an structural member which has any projection above the flat surface of said members such as: studs, shear connectors, or any similar fixtures used in composite construction.

All painted surfaces shall meet the

requirements of OSHA Standards for Steel Erection.

Vertical reinforcing dowels, that are exposed and constitute a hazard to an employee that may be working above same, shall be covered.

If hot rails cannot be cut or locked out, adequate covering or protection shall be provided.

On all welding operations a sufficient number of employees will be used to perform the work in a safe manner. All welding safety items, i.e., leather jackets, gloves, etc... shall be provided by the contractor when welding overhead or air arcing or using automatic machines.

On any job which requires a ladder, the following conditions must be met: all ladders shall be firmly secured at a distance of eight (8) inches from the wall and shall extend at least five (5) feet above the top platform. Where ladders over fifty (50) feet are required, there

shall be a platform at least every twenty-five (25) feet for employees to rest. All ladders shall have standard spaced rungs. At all times OSHA Standards for Ladders must be met. When special safety items are required by a customer, those items shall be supplied by the contractor.

When a Fire Watcher, Confined Space Meter Reader, CO or any type of safety man is needed for ironworkers that safety man shall be an ironworker.

While working over water, a power equipped boat, including oars, and all safety equipment will be provided as per OSHA Standards.

**Tools: (I)** Employees shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the employer. No employee shall be held responsible for the loss of

tools or equipment in his charge. When tools are to be checked in or out, it shall be done during working hours.

**Stiffening & Supporting Working Load Points: (J)** 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. Proper placement and anchoring of all graded walkways and platforms shall be performed in a manner that will insure no risk of open holes or sliding materials which produce open holes.

**Riding the Load or Load Falls: (K)** No employee shall be permitted to ride the load or load fall except in case of inspection, and erection and dismantling of derricks.

**Tool Room: (L)** Where a tool room is established for a structural steel work contract or a job where workmen are predominantly Ironworkers, the tool room man shall be an Ironworker.

**Long Span Bar Joist: (M)** All long span joist, 40' or longer, shall include all bolted cross bridging as per current OSHA Standards.

**Bar Joist: (N)** Before bar joists can be set in bundled or single on supporting beams, the supporting beams must be sufficiently braced and bolted or welded, to insure safety for further placement to joists. The remaining joists must be secured to the supporting beams as they are spread.

**Asbestos Exposure: (O)** Asbestos exposure will be followed as per OSHA standards Subpart Z, Toxic and

Hazardous Substances. Contractor shall replace all clothing upon being exposed to asbestos fibers, and employees are to be removed from contaminated area immediately at no loss of time or pay to them until the area has been abated.

### **SHIPPING EMPLOYEES**

Section XXVII. Employees shipped to jobs or work out of the jurisdiction of the local union shall receive transportation, traveling time and expenses. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid at the regular wage rate for such time, or such employees shall be shipped back to the shipping point with time and transportation paid by the employer.

### **TRANSPORTATION**

Section XXVII. The employer shall furnish transportation which provides

adequate seating, heat, light and ventilation from the gate to the job site and back to the gate when said distance is one-half (½) mile or more.

All Signatory Contractors shall have proper company identification on all vehicles.

#### **NEW PROJECT**

Section XXIX. Whenever an employer starts a new project within the jurisdictional area of Local Union 395, the employer or his representative shall notify the Union as to the location of the new project site.

If the above paragraph has not been complied with, and the job is located, all employees shall report to the Union Hall immediately.

On major machinery installation projects, where ironworkers are involved in the work and where millwrights are required on standby, if there is any work

left to be performed by ironworkers or if composite crews were used then a sufficient number of ironworkers will be left on standby to perform the work.

#### **PRE JOB**

Section XXX. If the Union or Employer elects, a pre-job conference will be held prior to commencement of work. At the pre-job conference the Employer shall advise the Union of its requirements as to the workmen required in the respective classification, the probable starting date, duration of the job, and the working schedules.

#### **MATERIAL SORTING, DISTRIBUTING AND STORAGE POINTS**

Section XXXI. There shall be one (1) or more, as is necessary, journeymen employed on the maintenance of reinforcing steel, including wire mesh,

while concrete is being poured. All rebar and wire mesh installed in sidewalks and slabs at commercial sites and schools, including aprons at entrances and curbs attached to commercial sidewalks, will be installed and maintained during concrete pours by Ironworkers. Excluding all curbs and residential sidewalks, but not excluding retaining walls.

When using a fork truck or grad-all, to perform ironworkers work, a minimum of two (2) ironworkers will be employed, one of which may be an apprentice, upon the approval of a Union Representative of Local 395.

**DRINKING WATER, RESTROOMS,  
CLOTHES & EYEGLASSES**

Section XXXII. Employer shall furnish suitable drinking water, including ice when the temperature reaches 60 degrees or more, or when needed to cool the

personnel under special conditions recognized by the contractor and the Union, at all times.

Each job of sufficient size and length shall provide a change trailer that will have access through two (2) separate entries. A thirty-six inch (36") clear walkway for access and exit, within the trailer, will be provided. Landings and stairs will be provided and will comply with OSHA Regulations. Trailers will be of adequate size to accommodate the amount of Ironworkers on the job. Trailers will be equipped with sufficient tables and seating for lunch purposes. Trailers will be capable of supplying adequate heat and cross ventilation as needed plus appropriate illumination. All openings, doors and windows, will be screened.

Toilets of a clean and adequately illuminated nature shall be furnished for the use of the employees. When sewer

or septic tank facilities are not allowable, chemical toilets and the proper sanitary equipment to maintain and use them shall be provided.

No flammable liquids in any type of container or piece of equipment shall be stored in the same shed or room used by the employees to change their clothes.

Upon receipts presented by the employee, Employers will reimburse employee a maximum of Four Hundred Fifty Dollars (\$450.00) for personal clothing and/or equipment when stolen or damaged by fire or other damages, so long as clothing or equipment is in the shed or tool box provided by the Employer.

Prescription eye glasses shall be replaced or suitably repaired if broken on the job site through no fault of the employee and reported to the job superintendent prior to close of work or the same day.

On jobs that employ more than one shift on the same job, Employers must furnish separate Change House or facility in which the employee may store his clothing and/or equipment.

#### **COMPENSATION INSURANCE**

Section XXXIII. The employer must at all times provide Workmen's Compensation Insurance.

When an employee is injured on the job, he shall, after receiving emergency treatment, have his choice of doctor and/or hospital, in accordance with the Workmen's Compensation Law of the State of Indiana. Any violation of Indiana Workmen's Compensation Law, the contractor will assist in assuming responsibility to actively correct violation.

### **VISITING THE DOCTOR**

Section XXXIV. Employees injured on the job and working shall be allowed to visit the company doctor as required, on company time without loss of time.

An employee injured on the job shall receive a full day's wages if sent to a hospital or if sent home under doctor's orders. The employer shall provide the employee with transportation to the hospital or local place of residence on day of the accident.

### **PHYSICAL OR MEDICAL EXAMINATION**

Section XXXV. The employer shall not demand a physical or medical examination as requirement for employment.

### **UNION REPRESENTATIVE**

Section XXXVI. The Union Representative of the Union shall be

permitted to visit all jobs, but will in no way interfere with the progress of the work.

### **JOB STEWARD**

Section XXXVII. There shall be a Steward on each job who shall be appointed at the discretion of the Union Representative. He shall keep a record of workers laid off and discharged and take up all grievances on the job and try to have same adjusted. In the event he cannot adjust them he must promptly report that fact to the proper officer of the Union so that efforts can be made to adjust any matter without a stoppage of work. In an effort to do his job effectively, the Steward, at the request of a Union Representative shall report at no lost time to the Union Hall. The Steward shall notify his on-site Supervisor the day before he is to report to the Union Hall, unless it cannot be

done because of an emergency situation. The weekly reporting by the Steward to the Union Hall shall not be a mandatory condition of this agreement. The Steward shall see that the provisions of these working rules are complied with and report to the Union the true facts and conditions. 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. The employer agrees that the Steward will not be discharged until after proper notification has been given and further, when employees are laid off, the Steward will be the last man laid off providing he is capable of performing the work in question.

#### **PROTECTION OF UNION PRINCIPLES**

Section XXXVIII. The removal of

journeymen Ironworkers and apprentices from a job in order to render legal assistance to other Local Unions to protect Union principles shall not constitute a violation of this Agreement, provided such removal is first approved by The General Executive Board and notice thereof is first given to the employer involved. It is understood however, that such removal of journeymen or apprentices from a job in order to assist another Local Union to protect Union principles shall be a violation of this Agreement if the other Local Union is pursuing a course of action which is a violation of any ordinance or statute of the local, State or Federal government or which is defined as an unfair labor practice under the provisions of the Labor Management Relations Act of 1947, as amended.

### **NON-UNION DUES DEDUCTIONS**

Section XXXIX. All employees shall, as a condition of employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fee, and its regular and usual membership dues. For existing employees such payments shall commence eight (8) days following the date of execution of this Agreement; and for new employees eight (8) days following the date of their employment in consideration of the employer's entering into this collective bargaining Agreement which Agreement includes in this Section an Agency Shop provision, the Union hereby agrees to indemnify the employer and hold it harmless from any and all claims, liabilities or costs to the employer which arise out of entering

into or enforcement of said provision or which arise out of the payroll deduction of Agency Shop fees.

### **APPRENTICESHIP**

Section XXXX. The parties signatory hereto have established a Joint Apprenticeship Committee in accordance with the provision of the "Iron Workers Apprenticeship and Training Standards," as contained in Section I, Article XXIII of the International Constitution, and said Committee agrees to operate an Apprentice Program in the local area in conformity with said Standards.

### **SUB-CONTRACTORS**

Section XXXXI. If the employer sublets any portion of the work covered by this Agreement, the sub-contractor shall be subject to the terms of this Agreement. The sub-contractor shall sign the Local

Agreement, post all necessary bonds and abide by all terms of the current Agreement.

#### **SETTLEMENT OF DISPUTES**

Section XXXXII. (A) There shall be no cessation of work, as long as this Article and Decision are complied with. With regard to any Employer the Association shall be the sole interpreter of this Agreement and the Employer shall be bound by the Association's interpretation thereof in all instances. In the event of any difference of controversy as to the interpretation or application of this Agreement arising between any Employer and an Employee in the Bargaining Unit, the difference or controversy shall be taken up at once by the representatives of both the Union and the Employer who shall endeavor to make a satisfactory settlement.

(B) If the differences of controversy cannot be settled by them, then the difference or controversy shall be referred to a Board of six members, three of them whom shall be selected by the Association, from the members of the Association, and three by the Union. These selections shall be made within five (5) working days after formal notification to disputed parties following failure of settlement between the representatives of the Union and Employer, and the Board shall meet within five (5) working days after its members are so selected to hear the evidence and endeavor to arrive at a decision, which shall be consistent with the terms and provisions of this Agreement. It shall be sufficient for a majority of the persons deliberating to arrive at a decision and any decision reached shall be final, binding and conclusive on all parties concerned.

(C) In the event of a deadlock, the matter shall be referred to an impartial arbitrator. The parties shall agree upon the name of such individual and in the event they cannot, they shall jointly request the American Arbitration Association to submit a list of five (5) recognized arbitrators and by the alternate striking of names, the name of an arbitrator shall be arrived at and such arbitrator shall make a determination which shall be final, binding and conclusive on all concerned. The cost of the impartial arbitrator shall be borne equally by both parties.

This represents the entire Agreement of the parties, it being understood that there is no other Agreement or understanding either oral or written.

#### **STRIKES AND LOCKOUTS**

Section XXXXIII. 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 Section XXXXII 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 pledged to immediately overcome any such situation; provided, however, that it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line of any affiliated union which has been authorized by the International of that Union, the Central Labor Council or the Building and Construction Trades Council, provided, however, that such refusal to cross or work behind such picket line shall constitute a violation of this Agreement if the picket line as above mentioned, shall have been established in pursuance of a course of

action which is in violation of any ordinance, regulation or statute of any governmental, regulatory body or the local, State or Federal governments, or which is defined as an unfair labor practice under the provisions of the Labor-Management Relations Act of 1947, as amended.

#### **SCOPE OF AGREEMENT**

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

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, that upon such invalidation, the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected.

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

There shall be no agreements negotiated contingent upon this agreement and/or future agreements.

#### **LENGTH OF CONTRACT**

Section XXXXV. The Agreement with any amendments thereof made as provided for therein, shall remain in full force and effect until Midnight of May 31, 2006, and unless written notice 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

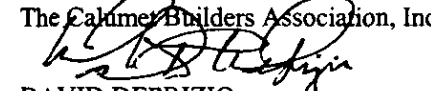
an additional year thereafter. In the same manner, this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract.

Any such notice as hereinabove provided for in this Section, 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.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the date and year first written above in the City of Hammond, State of Indiana.

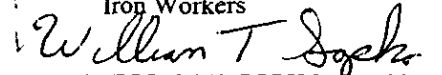
For the Employers:


  
CLAUDE POWERS  
The Calumet Builders Association, Inc.

  
DAVID DEPRIZIO  
The Industrial Contractors & Builders  
Association of Indiana

For the Union: LOCAL UNION #395

The International Association of Bridge,  
Structural, Ornamental & Reinforcing  
Iron Workers

  
WILLIAM T. SOPKO, President

  
VINCENT W. LEMUS, Recording Secretary

Local Union No. 395  
Telephone: (219) 844-5120  
Telefax: (219) 845-2252

Iron Workers International  
Telephone: (202) 383-4800  
Telefax: (202) 347-1496

**THE EMPLOYER HAS READ THE  
SAID AGREEMENT ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
IN HAMMOND, INDIANA**

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY STATE ZIP**

\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**TELEFAX NUMBER**

\_\_\_\_\_  
**SIGNED BY**

\_\_\_\_\_  
**TITLE**

IN WITNESS WHEREOF: this  
Agreement has been entered into by the  
parties as of the date and year first  
written above in the City of Hammond,  
State of Indiana.

**ACCOUNTING DEPARTMENT**  
Monthly And Weekly Reporting Forms  
Available Through:

LOCAL UNION NO. 395  
(219) 844-5120

Please Mail **ONE CHECK AND  
REPORTING FORMS TO:**

**FRINGE FUND DISBURSEMENT**  
P.O. Box 2099  
Hammond, Indiana 46323

Jeffrey L. Chidester,  
Fin. Secretary-Treasurer