BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS LOCAL NO.8

2024 – 2027 SOUTHERN AGREEMENT

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SOUTHERN JURISDICTION
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2024 - 2027 IRONWORKERS' LABOR AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of June, 2024, by and between ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION, INC. of Milwaukee, and the EASTERN WISCONSIN ERECTORS ASSOCIATION, INC., hereinafter referred to as the "Association," and the BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS' LOCAL UNION NO. 8, AFL-CIO, hereinafter referred to as the "Union," both of the County of Milwaukee, State of Wisconsin.

WITNESSETH

That the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed, and mutual benefits derived, agree to and with each other as follows:

ARTICLE I

RECOGNITION CLAUSE

The Employer acknowledges that the Union has submitted proof in the form of signed authorization cards that the Union represents a majority of the Employer's employees in the job classifications included in the bargaining unit covered by the current Iron Workers' Labor Agreement between the Union and Employer.

Based upon such showing, the Employer therefore voluntarily agrees to recognize, and hereby does recognize, the Union as the exclusive collective bargaining agent for all such employees within such bargaining unit as provided in Section 9 (a) of the National Labor Relations Act. The Employer waives any right it may have to an NLRB election to confirm the majority status of the Union

ARTICLE II

JURISDICTIONAL CLAIMS

Section 2.1. Type of Work Claimed. The Union claims for the employees represented by it, the following work: The fabrication, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, precast, prestressed, post-stressed reinforced concrete structures or parts thereof; stage, rigging, bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, smoke conveyors, penstocks, flat poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, enamel tanks and vats, tanks, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, all grating, buck partitions, hanging ceilings, hanger clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames, kalomined and iron doors, cast tiling, air ducts, ducts and trench frames and plates; all wire work, railings, including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, marquees, awnings, elevator and dumbwaiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, sash, frames, fronts, lockers, racks, book stacks, tables and shelving, metal furniture, seats, chutes, escalators,

stairways, ventilators, boxes, fire escapes, signs; jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, frames in support of boilers; material altered in field, such as framing, cutting, bending, drilling, burning and welding, including acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; sectional water tube and tubular boilers and stokers; turbines, condensers, hoppers, bins, traveling sheaves, vertical hydraulic elevators; bulkheads, skip hoists, the making and installation of all articles made of wire and fibrous rope, all rigging in shipyards, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks, cranes, the erection, installation, handling and operating of same on all forms of construction work; all railroad bridge work, including their maintenance; the moving, hoisting and lowering of machinery and placing of same on foundations, including bridges, cranes, derricks, buildings, piers, and vessels; the loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all the above and all housesmith work and submarine diving in connection with or about same. The erection of steel towers, chutes, and spouts for concrete where attached to towers and the handling and fastening of all cables and guys for same. The racking, sorting, cutting, bending, hoisting, placing and tying of all iron, steel and metal used in all types of reinforced concrete construction, including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof. Column covers; Curtainwall, all (aluminum, glass, marble, steel, stone, terra cotta, etc.); Curtains; Curtainwall Testing (water and wind) ; Grilles and Vision Barriers; Louvers; Metal trim; Panels, all types (Alcopolic, Alucobond, architectural, composite, concrete, curtain wall, enamel, factory fabricated, fiberglass, field assembled, G.F.R.C., insulated, metal, non-insulated, phenolic, photo-voltaic, porcelain, prefabricated, pre-glazed, Q-Type, Reynobond, solar, stone, terra cotta, translucent, Trespa, etc.); Pre-glazed, all (Curtainwall, Doors, Panels, Sash, Windows, etc.); Rain screens; Sash (aluminum, fiberglass, pre-glazed, steel, window, etc.); Screen Wall; Screens (door and window); Sealants (related to work installed by Ironworkers); Sun Shades; Sunscreens; Wind Walls. The use of tie wire guns. The assembly/disassembly of automatic rebar tying/placing machines. The above claims are subject to trade agreements and final decisions of the American Federation of Labor and Congress of Industrial Organization.

Section 2.2. Material Sorting, Distributing and Storage Points. The sorting, distributing and handling of all material coming under the jurisdictional claims of the Union in or about the job, or at storage points, shall be done by employees represented by the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (hereinafter referred to in this Agreement as the "International Union") or in accordance with regulations and official decisions of the International Union.

Section 2.3. Unloading by Hand or Power. Where material comes to a distant point or storage yard and is unloaded by hand, an employer represented by the Association (hereinafter referred to in this Agreement as "Employer") may, at his discretion, use employees under a competent employee represented by the Union as foreman of such crew. Where power equipment or rigging is used to unload said material, it shall be the work of employees represented by this Union.

Section 2.4. Reinforced Concrete, Post-Tensioning, Mesh, Steel or Rod Work. Employees represented by the Union shall be employed on all work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, tying, and assembling in its entirety on the job site (irrespective of the process used) of all materials used to reinforce concrete construction, including post-tensioning, except loading and unloading by

hand and carrying to a centralized point adjacent to the project on which such materials are to be used. Including the use of tire wire guns. Also, the assembly/disassembly of automatic rebar tying/placing machines. When pouring concrete, an Iron Worker shall be on the job to retie, straighten and replace any loose or misplaced bars. The Iron Worker shall place all wire mesh within the jurisdiction of the Iron Worker.

Section 2.5. General Working Rules. The sorting, distributing and handling of all material coming under the jurisdictional claims of the Union in or about the job, or at storage points, shall be done by Iron Workers, in accordance with International regulations and official decisions.

Section 2.6. Wrecking. Where a steel structure is taken apart, torn down, moved, or dismantled, such work shall be performed by employees represented by this Union.

Section 2.7. Equipment Removal, Piling, False Work, Rigs, Etc. The erection, dismantling of all false work, pulling of piling, taking down derricks, travelers, and all rigging used in the erection or dismantling of any and all steel work shall be done by employees represented by this Union.

Section 2.8. Handling and Use of Tools. The handling of tools, etc., working machinery and appliances for the work covered by this Agreement shall be done by employees represented by the Union, parties to this Agreement and apprentices in the trade, but nothing in this Agreement shall prohibit an employee of any other trade from using in his work, tools, machinery and appliances similar to or the same as those customarily used in this trade.

Section 2.9. Claimed Geographical Jurisdiction. The Union claims that its territorial jurisdiction is all of Washington, Ozaukee, Waukesha, Milwaukee, Racine, Kenosha counties and with Walworth County to be shared by Local 8 and Local 498.

A jurisdictional map will be furnished by the Union on request.

Section 2.10. Scaffolding. Scaffolding erected for the principal use of the Iron Workers will be erected and maintained by the employees.

Section 2.11. (a) It is recognized that Employees covered by this Labor Agreement and represented by the Union have historically performed the work described in subsection (b) of this Section while employed by Employers covered by, and subject to, this Agreement and the Contractor hereby expressly assigns the performance of such work to the Employees covered by this Agreement.

(b) The work referred to in subsection (a) of this Section consists of the following: The operation of Forklift Trucks, Telehandlers, with or without booms or other lifting attachments, Versa lifts, Spyder & Valla minicranes & similar hoisting devices & accessories, Drones & UAV's, all forms of powered dolly systems including Traksporters, Gantries, Broderson Style Cranes, Electric Hoists, Air Compressors, Air Tuggers, Welding Machines, Hydraulic Lifting Devices, Tractors, Winches, Tow Motors and other equipment historically used, provided such work is performed, and such equipment is used and operated, in conjunction with or in support of the other work covered by this Agreement.

Section 2.12. The Employer agrees that it will make proper job assignments under Local No. 8's jurisdictional claims.

ARTICLE III

UNION SECURITY

Section 3.1. Union Shop. All present employees covered by this Agreement who are members of the Union on the effective date of this Section, shall remain members in good standing as a condition of continued employment. All present employees who are not members of the Union on the effective date of this Section, and all employees who are hired hereafter such effective date, shall, as a condition of continued employment, become and remain members of the Union during the life of this Agreement, after the seventh (7th) calendar day after their employment by any Employer or Employers covered by this Agreement, or seven (7) days after the effective date of this Section, whichever is later. Such seven (7) day period after which an employee is to join the Union shall be computed from the first day such employee enters the employment of any Employer covered by this Agreement.

Section 3.2. "Section 3.1 Union Shop" will not be in effect, nor will either party attempt to enforce its provisions, unless Wisconsin Act 1 of 2015 is repealed by a vote of the general public or by a court of competent jurisdiction.

ARTICLE IV

HOURS OF WORK

Section 4.1. The Workday. (a) Five (5) days from Monday to Friday, inclusive, shall constitute a workweek. Eight (8) hours shall constitute a workday. Start times for a workday shall occur in half hour increments. Prior to the commencement of the workday, the employer shall inform all employees of the workday start time, which will constitute an established shift, or 7:00am shall be assumed as the established shift.

For established shifts starting between 6:00am and 9:00am, the straight-time rate will be paid.

For established shifts started between 9:30am and 7:00pm, the straight-time rate plus a $2.65 shift differential will be paid.

For established shifts started between 7:30pm and 5:30am, the straight-time rate plus a $4.60 shift differential will be paid.

Changes in the established shift may be made in special conditions upon notification to the Local Union, however, a minimum of three (3) days of eight (8) hours per day must be worked or all hours will be paid at time and one-half (1-½) the straight-time rate.

When the Union dispatches out Ironworkers for jobs of less than one (1) day's duration, such Ironworkers will receive eight (8) hours' compensation.

(b) Employees shall be at their posts prepared to start work at the starting time of the established shift and after lunch.

(c) The lunch period shall be one-half (½) hour, unpaid, after 5 hours worked and may be adjusted by agreement between the employees on the job and the Contractor to accommodate work conditions. All employees employed for more than five and one-half (5-½) hours past a lunch period will be granted another half (½) hour unpaid lunch period or coffee break.

(d) Established shifts started at the appropriate rate shall end at the appropriate rate. Midnight will not be considered a factor in changing of the appropriate rate.

(e) Employees shall receive a minimum of eight (8) hours of time off between work days. If an employer requires an employee to return to work within an eight (8) hour time period, the previous work day shall continue as if uninterrupted.

Section 4.2. Hours Outside the Workday, Saturdays, Sundays and Holidays.

(a) Weekdays. All work performed outside of the established shift Monday through Friday shall be paid at time and one-half (1-½) the straight-time hourly wage rate then adding the applicable shift differential.

(b) Saturdays. All work performed on Saturday shall be paid at time and one-half (1-½) the straight-time hourly wage rate then adding the applicable shift differential. All time worked in excess of twelve (12) hours shall be paid at double (2) the straight-time hourly wage rate then adding the applicable shift differential.

(c) Sundays. All work performed on Sunday shall be paid at double (2) the straight-time hourly wage rate then adding the applicable shift differential. It is understood that when there is a three shift operation scheduled of three (3) days or more, then the first day of the third shift can be scheduled from 10:00 P.M. Sunday to 6:00 A.M. Monday at straight-time, then adding the applicable shift differential rate.

(d) Holidays. Double time then adding the applicable shift differential shall be paid on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. If any of these holidays falls on Sunday the following Monday shall be observed as the holiday. If any of these holidays falls on Saturday, the preceding Friday shall be observed as the holiday. No work shall be performed on Labor Day except to save life or property. If Friday is worked as a holiday then Saturday will be worked under Section 4.2(b) (Saturdays).

Section 4.3. 4-10 Workweek.

A scheduled 4'10's workweek (Monday through Friday) may be worked under the following terms and conditions unless prohibited by common construction agreement (project agreement) or prohibited by Federal or State Laws.

The Employer and Union with consent of the Iron Workers employed on the job site may agree to a 4'10's workweek. It being understood that prior to the implementation of such workweek the Union and Employer shall review the circumstances involved on the construction project to determine if such workweeks are practical and feasible. A 4'10's workweek shall only be implemented with a full workweek commencing on Monday or Tuesday. Employees that do not work a full week on a job site working 4'10's due to a Wednesday, Thursday or Friday start will be paid time and one-half (1-½) for hours worked after eight (8) hours.

All work performed before the established starting time and after the ten (10) hour workday in a 4'10's workweek shall be paid at time and one-half (1-½). The starting time shall be established by mutual consent of the Employer, Union and Iron Workers employed for the contractor.

In a 4'10's workweek, Friday will be considered as a voluntary makeup day for time lost Monday through Thursday. If Friday is worked on a voluntary basis, a full ten (10) hour workday shall be worked with all hours in excess of forty (40) hours being paid at the rate of time and one-half (1-½). Lost time due to inclement weather shall be the only time considered as lost time in

determining if a voluntary Friday makeup day shall be worked. Holidays which are observed during the Monday through Thursday workweek may be considered as lost time and Friday may be worked as a make-up day with consent of the Iron Workers employed on the job site.

Section 4.4. Delays. Any undue delay or loss of time caused to employees through no fault of their own shall be paid for at the appropriate wage rate by the Employer causing such delay provided employees are required to stay on job site during the delay.

Section 4.5. Show-Up Time.

(a) All employees including employees reporting to work for the first time as ordered, shall report for work every morning and shall be paid two (2) hours' pay including fringe benefits unless notified while on the job not to report the following day or unless notified two (2) hours before scheduled start time not to report for work due to weather conditions.

(b) All show-up time including Saturdays, Sundays and holidays will be paid at the regular straight-time rate. All fringe benefits to be paid on show-up time at regular straight-time rate.

(c) To qualify for the two (2) hours' reporting pay, the employee shall be required to remain on the job. Show-up time is not payable when the employee appears for work in an unfit condition, or without proper tools, safety equipment, or clothing.

(d) Employers failing to cancel work orders will pay employees two (2) hours' show-up time upon proof submitted that he/she was sent out from the hall.

Section 4.6. Paid Time Off (Sick Leave).

(a) In the event of government mandated paid time off (PTO) for any reason becoming law, the parties acknowledge that the wage and benefit package of this Agreement includes such PTO benefits, and therefore no additional benefits of any kind will be required or necessary should PTO be mandated by any governmental actions.

ARTICLE V

WAGES

Section 5.1. General Wage Rates For The Following Counties: Ozaukee, Washington, Waukesha, Milwaukee, Racine, Kenosha and part of Walworth.

(a) Effective June 2, 2024, the straight-time hourly rates for all Journeyman Employees covered by this Agreement shall be $44.79 per hour.

(b) The hourly rate for Foremen is $3.00 over the Journeyman hourly rate.

(c) The hourly rate for General Foreman is $3.50 over the Journeyman hourly rate.

Section 5.2. List of Job Classifications and Wage Rates. The wage rates in effect during the life of this Agreement for all job classifications in consequence of the increase granted by Section 1 of this Article, are shown on the attached Exhibit "A" which is made a part hereof.

Section 5.3. Piecework. Piecework of any description shall be prohibited. There shall be no limitation placed on the amount of work to be performed by any employee during working hours.

Section 5.4. Payment of Wages.

(a) Payday. The regular payday shall be once a week no later than the Thursday following the last day of the employer's payroll period. Wages and other compensation shall be paid on payday by check (either on the job, by mail to the employee's residence or at the employer's office) or by electronic transfer at a financial institution of the employee's choice. All pay checks or electronic transfers shall be accompanied by a payroll check stub either by paper or electronic version as mutually agreed upon by employer and employee.

(b) Payroll check stubs shall be issued as outlined in paragraph (a) above and include straight-time hours, overtime hours, double time hours, gross pay, net pay, all taxes and paycheck deductions including work assessment. Union Individual Account Retirement Fund will not be noted on check stubs or considered part of gross earnings.

(c) Employees who are laid off shall be paid in full no later than the next regularly scheduled payday after being laid off as outlined in paragraph (a) above. Employees represented by the Union will be given a minimum of one-half hour (1/2) notice when they are laid off. When an employee is permanently laid off, he/she shall be paid not less than four (4) hours after starting work or eight (8) hours for working more than four (4) hours at the appropriate rate referenced in Article IV. Under no circumstances shall the Employer instruct the employee not to report for work, except for inclement weather. Any such work interruption shall be considered a layoff.

(d) Employees who quit (absenteeism without notification to the employer is considered a quit), leave work, or are terminated because of discharge will be paid on the next regular payday as outlined in paragraph (a) above. Employers shall submit a letter to the Union on company letterhead if an employee is ineligible for rehire.

(e) In the event an employer fails to pay wages or issue a payroll check stub for any reason to an employee either on the job or postmarked by Thursday of the following week worked, two (2) hours of wages and any resulting bank fees shall be paid to the employee for each business day after Thursday or postmarked date wages or a payroll check stub are due. If hours worked are correctly paid, but at the wrong rate, two (2) hours of wages per day shall not apply. The employer shall pay employee all owed wages within seven (7) calendar days of established pay day or the two (2) hours of wages per business day shall revert back to the original pay day.

(f) Members shall notify employer of any payroll discrepancies within two (2) weekdays of payday, otherwise section (e) above does not apply.

(g) The Union will have the right to enforce Article XXII Section 10(c) of this agreement if an Employer is found to be in violation of this section.

ARTICLE VI

SUBCONTRACTING

Section 6.1. The Employer agrees that, when subletting or contracting out work covered by this Agreement which is to be performed within the geographical coverage of this Agreement and at the site of the construction, alteration, painting, or repair of a building, structure or other

work, he/she will sublet or contract out such work only to a subcontractor who (if he/she employs employees) has signed or is covered by a written labor agreement entered into with the Union which labor agreement shall provide for economic benefits not less, and contain other terms and conditions not more favorable to an Employer, than those established by this Agreement.

Section 6.2. (a) The Employer further agrees that he/she will give written notice to all subcontractors that such subcontractors are required to pay their employees the wages and fringe benefits provided for in this Agreement.

(b) The Employer agrees not to enter into any individual Agreement which permits his employees to perform their work on any basis of pay other than an hourly rate which shall not be less than the rate specified in this Agreement. It is further agreed that all forms of compensation related to employee productivity, such as bonus systems, quota systems, piecework systems, lumping labor systems and other incentive type arrangements will not be used.

ARTICLE VII

TRUST FUNDS

Section 7.1. As used in this Article, "Trust Funds" or "Funds" shall refer to the following funds, described in the Articles indicated:

(a) Iron Workers Local No. 8 Welfare Fund (Article VIII)

(b) Building Trades United Pension Trust Fund (Article X)

(c) Union Individual Account Retirement Fund (Article IX)

(d) Iron Workers Local Union No. 8 Joint Apprenticeship and Advanced Journeymen Training Trust Fund (Article XI)

(e) Industry Advancement Program/Contract Administration Fund (Article XII) including CLMC and BIGSTEP

(f) IMPACT (Article 12, Section 12.3)

Section 7.2. (a) Payments to the Funds are to be made at the end of each month but no later than the fifteenth (15th) day of the following month, after which the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his/her payments to the Funds, such Employer shall be assessed, as liquidated damages for each Fund for which he/she is delinquent, twenty percent (20%) of the indebtedness to such Fund, and, further, such delinquent Employer shall be required to pay interest at the rate of one and one-half percent (1-½%) per month on the unpaid and delinquent balance (including unpaid liquidated damages, if any) owed. In the event that the Union or Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

(b) If the employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

(c) Forms. Reporting forms shall be used for reporting of all Trust Funds, including Welfare and Pension, Union Individual Account Retirement Fund, Apprentice Training, Dues Check-off, IAP/CA, and IMPACT.

(d) Each Employer who is required to make payments to the Trust Funds pursuant to this Agreement shall promptly furnish to the Trustees, or their authorized agents, on demand, all necessary employment, personnel and payroll records relating to its former and present employees covered by this Agreement including any relevant information that may be required in connection with the administration of the Trust Funds and for no other purpose. The Trustees, or their authorized agents, may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Trustees, or their authorized agents, in connection with the proper administration of the Trust Funds.

Section 7.3. Payments to the Trust Funds on behalf of employees who are employed outside the Territorial Jurisdiction of Iron Workers Local No. 8 will be accepted only with the written approval of the Union Business Manager. In such cases, when Employers are remitting to the Local No. 8 Trust Funds on behalf of their out-of-town employees, upon written notice from the Union Business Manager such payments will be discontinued and all fringe benefits shall be paid to the Outside Local Union funds whose jurisdiction the employees are working in

Section 7.4. BTUPTF / Central Depository. (a) During the life of this Agreement, each Employer covered by this Agreement shall pay (i) the contributions payable to the several fringe benefit funds enumerated in Article VII in accordance with Article VIII, IX, X, XI, and XII of this Agreement and (ii) union dues checked off in accordance with Section XIII of this Agreement as specified in such Articles, not later than the fifteenth (15th) day of the month following the month for which payment is being made.

(b) Each Employer covered by this Agreement shall make the payments described in subsection (a) of this Section by electronic money transfers only. The Third-Party Administrator of the Benefit Funds will provide all necessary information to the employer to make payments.

(c) Upon mutual agreement between the Association and the Union, the Central Depository may be transferred to a different entity location. Employers' signatory or otherwise bound by this Agreement shall be promptly notified of such transfer by the administrator of the Central Depository.

ARTICLE VIII

HEALTH AND WELFARE

Section 8.1. The Health and Welfare Plan established and created by the Trust Agreement dated April 30, 1953 pursuant to the Labor Agreement, dated June 25, 1952, as amended, now known as Iron Workers' Local No. 8 Welfare Fund, is hereby continued.

Section 8.2. Each Employer covered by or subject to this Agreement shall pay, monthly, to the Iron Workers' Local 8 Welfare Fund the sum shown in Exhibit A of this Agreement, on all hours worked by each employee covered by or subject to this Agreement. All of the hourly contributions paid by Employers to the Trustees of the Iron Workers' Local No. 8 Welfare Fund pursuant to this Section shall become part of the Trust Fund and shall be used for health and welfare benefits and administrative costs, and as may otherwise be prescribed in the Trust

Agreement governing such Fund, except that a portion thereof, amounting to $.01 (1 cent) per hour, shall not become part of the trust fund of such Welfare Fund, but shall be received, held and used by such Trustees as the Employers' agents solely for the purposes of (i) paying the Employers' portions of FICA taxes which may be payable on sick pay pursuant to Section 3(b)(1) of P.L.-97-123 and of (ii) paying possible reasonable compensation to the Trustees for providing the FICA tax payment administrative services.

Section 8.3. The Association shall be the exclusive representative of the Employers and shall have equal representation (50%) (Trustees) with the Union in the drafting and administration of said Health and Welfare Plan. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority. The Welfare Plan shall also be open to all employees, even employees of Employers not represented by the Association provided their Employers make the required contributions to said Plan and Fund which the Union agrees shall be required of all Employers.

Section 8.4. The parties agree that in the event the Federal or State Government provides health care benefits comparable to those provided by private health insurance plans, including the present health program established under this Agreement, the parties will meet to discuss the effect of the law upon the Union's Health Fund benefits and contributions in effect at that time.

Section 8.5. The Employer shall be required to pay the sum shown in Exhibit "A" under Health and Welfare to the Iron Workers Local No. 8 Welfare Fund, on all self-employed individuals and corporate stock holders and officers who perform work under this Collective Bargaining Agreement for all hours worked under the Agreement, but not less than thirty-two (32) hours per week for each such individual for fifty-two (52) weeks in each calendar year during the remainder of the Collective Bargaining term.

ARTICLE IX

UNION INDIVIDUAL ACCOUNT RETIREMENT FUND

Section 9.1. (a) Each Employer covered by or subject to this Agreement shall pay monthly to the Union Individual Account Retirement Fund, Iron Workers' Local No. 8, for all hours worked by each employee covered by this Agreement, the sum shown in Exhibit A of this Agreement.

(b) The payments required to be made pursuant to subsection (a) of this Section shall be made to Ironworkers Local 8, as Trustee, or to such other or successor Trustee as may be selected and appointed in accordance with the applicable Trust Agreement.

Section 9.2. For all overtime hours pursuant to Article IV, Section 4.2 of this Agreement the Employer shall make contributions at the appropriate overtime rate.

Section 9.3. The parties to this Agreement, and all Employers covered thereby, agree to be bound by all of the terms of the Trust Agreement governing the establishment, administration and operation of said Union Individual Account Retirement Fund, as amended from time to time, and further, agree to be bound by all of the actions, rules and regulations heretofore and hereafter adopted by the Trustees, provided that such Trust Agreement, actions, rules and regulations are not to be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as trustees the Trustees appointed under and in accordance with such Trust Agreement and all succeeding Trustees as will be appointed under and in accordance with such Trust Agreement. Such Employer hereby ratifies all actions already taken or to be

taken by such Trustees within the scope of its authority.

Section 9.4. Union Individual Account Retirement Fund payments are to be considered a fringe benefit as are the Health and Welfare and Pension Fund benefits. Payments to the Union Individual Account Retirement Fund are not subject to income tax withholding and Social Security (FICA) tax

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ARTICLE X

PENSION PLAN

Section 10.1. Each Employer covered by or subject to this Agreement, shall pay, monthly, to the Building Trades United Pension Trust Fund-Milwaukee and Vicinity, the sum shown in Exhibit A of this Agreement for all hours worked by each employee covered by or subject to this Agreement.

Section 10.2. The Trust Agreement dated June 1, 1959, which establishes said Building Trades United Pension Trust Fund as it may be amended from time to time shall govern the establishment, administration and operation of said Pension Trust Fund and of the Pension Plan, provided, however, that the said Trust Agreement and said Plan contain provisions requiring uniform formula of benefits and a single joint Employer-Union Board of Trustees. The employees covered by this Agreement are to receive such benefits as they may be entitled to under said Trust Agreement and Pension Plan.

Section 10.3. The Employer agrees to abide by the terms and conditions of the above mentioned Trust Agreement, and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement; and accepts the Employer Trustees appointed by the Association as provided in said Trust Agreement as his/her representatives to administer such Trust Fund, and all such past or succeeding Employer Trustees as shall have been or will be appointed by the Association. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

ARTICLE XI

IRON WORKERS LOCAL UNION NO. 8 JOINT APPRENTICESHIP AND ADVANCED JOURNEYMEN TRAINING TRUST FUND

Section 11.1. (a) Each Employer covered by or subject to this Agreement, shall pay, monthly, to the Iron Workers' Local Union No. 8 Joint Apprenticeship and Advanced Journeymen Training Trust Fund, the sum shown in Exhibit A of this Agreement, for all hours worked by each employee covered by or subject to this Agreement.

(b) The Employers signatory hereto agree to accept the terms of the Trust Agreement of the Iron Workers' Local Union No. 8 Joint Apprenticeship and Advanced Journeymen Training Trust Fund in its entirety. Primary purposes of said Fund, as set forth in the Trust Agreement, shall include Apprentice Training, Advanced Journeymen Training or Refresher Training and Safety Education for all employees covered by or subject to this Agreement.

ARTICLE XII

INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION

Section 12.1. (a) During the life of this Agreement, each Employer covered by or subject to this Agreement, shall pay to the Industry Advancement Program/Contract Administration (hereinafter referred to as IAP/CA) Fund as provided for in Section 12.2. These payments shall be made no later than the fifteenth (15th) day of each month following the month for which payment is to be made.

(b) The IAP/CA Fund assets may be utilized for the purposes and uses contemplated by the IAP Agreement and may also be used for activities pertaining to the administration of labor agreements which require contributions to the IAP/CA Fund and related operations.

(c) It is further understood that the Employer contribution of twenty-two (22) cents per hour, as required by Section 12.1 shall not be referred to or considered as wage or fringe benefit payments.

(d) In the event an Employer becomes delinquent in his/her payments to the IAP/CA Fund, and after the Allied Construction Employers Association Board of Directors has advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed by the Board of Directors, as liquidated damages, 20% of such delinquent payments and further, such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half (1-½) percent per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the ACEA refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

(e) If the Employees are removed from the job by the Union to enforce payments or liquidated damages assessments, the Employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

(f) The ACEA or its officers, may for the purpose of collecting any payments required to be made to the IAP/CA Fund, including damages and costs, and for the purpose of enforcing rules concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

(g) Each Employer who is required to make payments to the IAP/CA Fund pursuant to Section 12.1 shall promptly furnish to the Association, or to its authorized agents, on demand, all necessary employment, personnel and payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the IAP/CA Fund and for no other purpose. The ACEA, or its authorized agents, may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the ACEA, or its authorized agents, in connection with the proper administration of the IAP/CA and of the IAP/CA Fund.

Section 12.2. Employers who are affiliated with the Allied Construction Employers Association or Eastern Wisconsin Erectors Association shall remit twenty-two (22) cents per hour for actual time worked to the IAP/CA Fund. All other employers shall remit twenty-two (22) cents per hour for actual time worked in the following counties: Ozaukee, Washington, Waukesha, Milwaukee, Racine, Kenosha and part of Walworth County to the IAP/CA Fund.

Of the twenty-two (22) cents per hour Management shall remit $0.03 per hour to CLMC as Management's share of CLMC including the funding of BIG STEP and $0.03 per hour to CLMC as the Union's share of CLMC including the funding of BIG STEP.

The Association may modify the IAP/CA Fund contribution rate on any June 1st occurring during the term of this Agreement by providing written notice to the Union.

Section 12.3. Ironworkers Management Progressive Action Cooperative Trust (IMPACT). In addition to the per hour wage rate, the Employer shall contribute five eighths of one percent (5/8 of 1%) of the applicable hourly journeyman wage rate for each hour worked, to Ironworkers Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust with federal tax exempt status under Section 501 (c) (5) of the Internal Revenue Code. Tax exempt status determination was rendered under the initial name of the Trust which was the Employers Responsive Educational Cooperation Trust of North America. The general purposes of the Trust include the improvement and development of the union ironworking industry through education, communication, and cooperation. The reporting, payment, frequency of payment, and administration of such contributions shall be governed by the IMPACT Trust Agreement, Policies and Resolutions.

Section 12.4. International Ironworkers Organizing Fund (IIOF) Each Outside and Regional Local Union shall pay an International Supplemental Per Capita Tax of three-eighths of one percent (3/8 of 1%) of the applicable hourly journeyman wage rate for each hour worked per member per month to the International Ironworkers Organizing Fund. The Fund may be used to defray the cost of research, legal, administrative, and political support to assist in organizing. The General Executive Board shall provide rules and regulations governing the administration of the Fund.

ARTICLE XIII

WRITTEN AUTHORIZATION TO DEDUCT HOURLY WORKING DUES

The Employer agrees it will deduct and remit uniform hourly dues to Iron Workers Local 8 from the wages of each employee covered by this Agreement who has authorized the deduction of such dues in writing, provided that the Employer is presented with a signed dues check-off authorization from the employee.

The Union shall keep on file the authorization cards referred to in this section. Upon request, the Union shall furnish the Employer with a copy of any employee's written authorization. The Employer receiving an employee's written notice of termination of the authorization for dues deduction shall immediately provide a copy of the termination to the Union.

The Union hereby agrees to protect, defend, indemnify and hold harmless any contractor who is party to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees) and against, of and from any actions, demands, claims

and all causes of action or other forms of liability asserted by the person or governmental agency that may arise out of or by reason of action taken by any Contractor in agreeing to and complying with the provisions of this Section.

ARTICLE XIV

PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through the picket line of a Union.

ARTICLE XV

FOREMEN

Section 15.1. The General Foreman and Foreman shall be the agents of the Employer.

Section 15.2. When an employee is hired for a job and assumes the responsibility of the operation or direction of the job by reading specifications, laying out and then working alone on said job, the Employer shall pay the employee foreman's wages.

Section 15.3. Any employee who is responsible for a work crew or is required to issue instructions to the other Iron Workers is to be considered a foreman.

Section 15.4. A foreman shall have supervision over no more than ten (10) Ironworkers except on jobs where the employees are concentrated in one area.

Section 15.5. A General Foreman shall be employed on all jobs employing four (4) or more foremen.

Section 15.6. Whenever ten (10) or more welders are employed on one job, a foreman shall be employed to supervise the welders and welding operations. Each welding foreman whenever possible shall be a certified welder or have a recognized background of structural welding.

Section 15.7. It is not the intent of the Union to demand Foreman's pay for an employee not performing foremen's duties as described above.

ARTICLE XVI

APPRENTICESHIP & ADVANCED JOURNEYMAN TRAINING

Section 16.1. The Joint Apprenticeship and Training Committee, consisting of five (5) members representing the Employers and five (5) members representing the Union, shall make local standards for the Iron Workers Apprenticeship Program governing the selection, qualifications, education and training of all apprentices. It shall also be responsible for training journeymen (see Article 22.13). The local standards will be promptly agreed upon by the parties to this Agreement and shall be registered with the appropriate State or Federal Apprenticeship Registration Agency.

Section 16.2. The Committee shall supervise all matters involving apprenticeship training in conformity with the provisions of this Agreement and with the registered local apprenticeship standards.

Section 16.3. The Employer will participate in the training of apprentices. The Employer or Employers Representative will fill out and return all performance rating evaluation cards and forms to the Committee. The Employer also agrees that when they call the Union for employees, the Union has the right to refer qualified apprentices to the Employer to meet the ratios covered in Section 16.4.

Section 16.4. The Committee may allow each qualified Employer, apprentices in accordance with the following ratio: One (1) apprentice may be employed for each three (3) journeymen structural and reinforcing Iron Workers employed per Employer. One (1) apprentice may be employed for each one (1) ornamental journeymen employed. Apprentices shall not work without journeymen supervision.

Section 16.5. Four (4) Year Apprentice Program Wage Rates.

First 1,000 hours	60% of prevailing journeyman rate
Second 1,000 hours	65% of prevailing journeyman rate
Third 1,000 hours	70% of prevailing journeyman rate
Fourth 1,000 hours	75% of prevailing journeyman rate
Fifth 1,000 hours	80% of prevailing journeyman rate
Sixth 1,000 hours	85% of prevailing journeyman rate
Seventh 1,000 hours	90% of prevailing journeyman rate

Note: Per DWD Standards, apprentices must have a minimum of 6,500 hours before completion of apprenticeship.

Note: Apprentices shall be paid their specified rate. Apprentices benefits as follows: No Pension paid the first seven-hundred-fifty (750) hours or completion of one (1) year, whichever is later, the Pension to be paid at the journeyman rate.

No Annuity paid the first thousand (1000) hours.

Annuity rate starting at one thousand and one (1001) hours to be paid at two dollars ($2.00) less than the journeyman rate until completion of apprenticeship, at which time the journeyman rate will apply.

Health & Welfare to be paid at the Journeyman rate from the first (1st) hour worked.

Section 16.6. No apprentice shall act as Foreman or perform Foreman duties.

ARTICLE XVII

TRAINEE & PROBATIONARY IRONWORKER

Section 17.1. Trainees . Recognizing that there may at times be persons with prior experience in the ironworker trade who may not be appropriately placed through the apprenticeship system, it is agreed by the parties that during the term of the agreement, the Associations and the Union may by mutual agreement allow certain individuals to be employed as trainees. During the life of the agreement the number of persons covered by the agreement employed as trainees will be set by the Union. To be qualified for consideration as a possible trainee, an individual must have significant prior experience in the ironworker/erection portion of the construction industry.

No individual will be employed as a trainee except by mutual agreement by the Employer and the Union. The Union shall review the prior experience of the individual. The Union shall have full authority to establish the hourly wage rate of the trainee and the required progression, both in terms of hours of training and hours of work experience for the individual to obtain an hourly wage rate equivalent to that of a journeyman ironworker. Any person employed as a trainee will be placed to employers through the Union.

Any person employed as a trainee shall be covered by all other provisions of the current collective bargaining agreement, and the employer shall be required to pay the Health & Welfare at the journeyman rate from the first (1st) hour worked. No Annuity paid the first (1st) thousand (1000) hours, Annuity rate starting at one thousand and one (1001) hours to be paid at one dollar ($1.00) per hour until completion of Traineeship, at which time the journeyman rate will apply. No Pension paid the first (1st) seven hundred fifty (750) hours or completion of one (1) year, whichever is later, then the Pension is to be paid at the journeyman rate. Trainees who are employed on state, local and federal projects covered by prevailing wage rate will be paid at the full journeyman ironworker wage and fringe benefit rate.

Trainees who started before the expiration of this agreement will be allowed to finish their required amount of work experience and hours of training to obtain an hourly wage rate equivalent to that of a journeyman ironworker.

Section 17.2. Probationary Ironworker. Recognizing that there may at times be persons without prior experience in the Ironworker trade who may not be appropriately placed into the apprenticeship system due to high recruitment volume, industry conditions or market conditions, it is agreed by the parties that during the term of the agreement, the Union may allow certain individuals to be employed as a Probationary Ironworker. During the life of the agreement the number of persons covered by the agreement employed as a Probationary Ironworker will be set by the Union. To be qualified for consideration as a possible Probationary Ironworker, an individual must have completed OSHA 10 training for the construction industry and successfully test negative for a urinalysis test.

No individual will be employed as a Probationary Ironworker except mutual agreement by the Employer and by the Union, however, Employers may refer individuals for the program. Any person employed as a Probationary Ironworker will be placed to employers through the Union. A one apprentice to one Probationary Ironworker ratio shall be observed. Probationary Ironworkers shall not work without journeymen supervision and no Probationary Ironworker shall act as Foreman or perform Foreman duties. Probationary Ironworkers will not be allowed to work outside of the jurisdiction covered by this agreement. Any employer who employs a Probationary Ironworker shall submit a monthly report to the Union detailing all Ironworker employees. An employer failing to meet these conditions shall not be allowed to employ Probationary Ironworkers.

The hourly wage rate of a Probationary Ironworker shall be 50% of the Journeyman rate. Any person employed as a Probationary Ironworker shall be covered by all other provisions of the current collective bargaining agreement, and the employer shall be required to pay the Ironworkers Local 8 Health & Welfare Class “C” Plan at the journeyman rate from the first (1st) hour worked. No Annuity shall be paid. No Pension shall be paid. Probationary Ironworkers shall not be employed on state, local and federal projects covered by prevailing wage rates.

All Probationary Ironworkers will not be allowed to work longer than one (1) year as a Probationary Ironworker and must apply and be accepted into the apprenticeship or trainee program. Any Probationary Ironworker who applies and is accepted into the apprenticeship program prior to one (1) year after their start date will progress under the terms of Article XVI of this agreement.

ARTICLE XVIII

UNION REPRESENTATIVES

Section 18.1. Stewards.

Designation of Stewards. (a) There shall be a steward on each job who shall be a member in good standing of this Union and he shall be appointed by the Business Representative or elected by the members on the job, subject to the approval of the Business Representative.

(b) Duties of the Stewards. The steward shall see that every employee on the job has the proper credentials which shall permit him/her to work on the job. It is also the Steward's duty to look after the interest of both parties, see that the number of employees desired by the Employer is properly reported to the Business Representative. The Steward shall keep a record of employees laid off and discharged, and shall take up all grievances on the job and try to have same adjusted, and, in the event he/she cannot adjust them he/she must promptly report that fact to the Business Representative, where one is employed, and if none is employed he/she shall report same to the proper officer of the Union so that efforts can be made to adjust any matter without the stoppage of work. The steward shall report, weekly, in writing to the Union, the names of the employees on the job. The steward shall see that the provisions of these working rules are complied with and report to the Union true conditions and facts. The steward shall promptly take care of injured employees and accompany them to their homes or to a medical facility, as the case may require, without any loss of time and promptly report the injury to the proper officers of the Union. The steward shall have the right to use the telephone if or when available to conduct Union business as it applies to the Employer's work. A steward failing to fulfill his/her duties shall be subject to a penalty of conviction on charges provided for in the International Constitution.

(c) The Union will notify the Employer as to which Employee was appointed Steward and if any changes are made as to the Stewardship.

(d) 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/woman laid off providing he/she is capable of performing the work in question.

(e) The job steward will be informed of all overtime hours to be worked on his/her job and shall work all overtime hours on his/her job providing he/she is capable of performing the work in question. Stewards are not required to work overtime by supervisor or foremen doing daily planning.

Section 18.2. Visitation on Job Site. The Business Representative of the Union shall be permitted to visit all jobs, but will in no way interfere with the employees during working hours unless permission is granted with Employer. The Business Representative shall comply with any and all specific owner and/or jobsite safety and visitation requirements.

ARTICLE XIX

SAFETY CONDITIONS

Section 19.1. Ironworkers Required on Cranes/Derricks

(a) No less than six (6) Iron Workers and a foreman shall be employed around a derrick used on steel erection. When erecting structural steel with any other crane or overhead lifting equipment, no less than four (4) Iron Workers and a foreman shall be employed.

(b) When erecting Brand name package type Metal Buildings, precast concrete, moving, assembling or disassembling machinery and placing the miscellaneous iron such as in industrial plants, the crew size shall be any number of Iron Workers required to safely perform the work.

(c) When unloading structural iron the crew size shall be any number of Iron Workers required to safely perform the work.

(d) By mutual agreement between the company and the Union a safe crew size may be established for the erection of wall bearing bar joist or other smaller type jobs where five (5) Iron Workers are not needed.

Section 19.2. Employees will not erect, walk on or work on any member which has any projection above the flat surface of said members such as studs, shear connectors, or similar fixtures used in composition construction, where such projections create a safety hazard in erection.

Section 19.3. Support of Working Load Points. Where iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

Section 19.4. Safety Conditions.

(a) In the unloading and/or erection of structural steel only steel cable, synthetic slings, chokers or spreaders will be permissible.

(b) Approved beam clamps may be used in special cases, however, the use of a single beam clamp in unloading, shaking out or erecting is prohibited.

(c) A leveling beam must be used when approved beam clamps are utilized.

Section 19.5. Elevator Shaft Protection and High Voltage Protection.

(a) No employee will be permitted to work alone in an elevator shaft. The first floor beneath and the first floor above men/women working shall be planked safe in all elevator shafts. No employee shall be permitted to work in an elevator shaft while the car is in operation unless employees are using the car in the performance of their work.

(b) High Voltage. When Iron Workers are employed around high voltage, OSHA requirements will be adhered to.

Section 19.6. Tools and Safety Equipment. An Iron Worker shall furnish for his/her own use all necessary hand tools to enable him/her to effectively install his/her work. Tools, if broken, stolen, or burned on the job shall be replaced by the Employer. The Employer shall provide a gang tool box or other suitable place in which the employees may keep their tools. No employee shall be held responsible for the loss of tools and equipment in his/her charge. Tools and

equipment furnished by the Employer to the employee will be returned to the Employer when he/she is laid off or discharged.

Section 19.7. Helicopter Clause. When using a helicopter, the work being performed shall be manned by a crew that shall be considered to be in compliance with Federal Safety Standards.

Section 19.8. The safety conditions in this Article XIX are set as Local 8's minimum safety requirements and are not meant to circumvent more stringent O.S.H.A. or company safety requirements.

ARTICLE XX

TRAVEL AND SUBSISTENCE

When an Employer requires an Employee to stay overnight, said Employee shall receive a minimum of seventy-five ($75.00) per day for room and board or as agreed upon by the employer and employee.

When an employer requires an employee to travel over 60 miles to the jobsite outside the jurisdiction covered by this agreement, in the employee's vehicle, the employer agrees to pay the IRS mileage reimbursement rate for each mile past 60 miles from the jurisdictional area or as agreed upon by the employee and the employer.

Members of the bargaining unit who refuse to travel to distant job sites shall not be discharged or discriminated against and the Employer agrees not to challenge Unemployment Compensation Benefits.

Members of the bargaining unit shall be reimbursed for reasonable daily parking provided suitable parking accommodations do not exist. Suitable parking conditions shall be mutually agreed upon by the Employer and the Union prior to the start of the Job.

ARTICLE XXI

SPECIAL WORK RULES

Section 21.1. Protection of Older Iron Workers. The Employer acknowledges that there shall be no discrimination against older Iron Workers and that the employment of such Iron Workers is his/her moral responsibility. In the employment of Iron Workers to perform ironwork, the Employer will employ Iron Workers who are sixty (60) years of age or over to be part of his/her crews, at a ratio of one (1) to ten (10), providing such employees are capable of performing the work required.

Section 21.2. Quarters and Water. The Employer shall furnish suitable drinking water at all times. Each job of sufficient size and length to justify same shall be provided with a heated shed or room for the employees to change their clothes and store their tools. Loss of same by fire or reportable theft with a two hundred dollar ($200.00) maximum limit of value shall be replaced by the Employer. Such shed to be placed on the building site a reasonable distance from the job, not to exceed five (5) minutes from work site. On multi story erection jobs the shed or room shall be placed at ground level or elevation mutually agreed to by the Employer and the Union. Adequate sanitary toilet facilities shall also be provided.

Section 21.3. Eye Glasses and Dentures. The Employer shall guarantee the repair or replacement of an employee's eye glasses and dentures when they are broken or damaged as a result of an accident on the job provided neither negligence nor carelessness was involved. In no event shall the Employer pay more than fifty dollars ($50.00) per accident on the eye glasses, which is to include frames and lenses.

Section 21.4. Welders and Welder Tenders.

(a) Contractors employing a welder under conditions where a risk factor is involved shall be required to employ a welder's tender to assist the welder in his duties.

(b) Welders shall be furnished one (1) pair of welding gloves and protective leathers or a welding jacket. Upon termination of employee, items shall be returned to the employer. Replacement of these items will be made on the basis of a worn out item in exchange for the new one.

Section 21.5. Coffee Break. Employees shall receive a ten (10) minute mid morning coffee break to be taken at the place of work provided weather conditions permit. A fifteen (15) minute coffee break will be granted in special cases when the employee is required to seek shelter from severe weather conditions. Any continuous abuse of this privilege will be just cause for the temporary suspension of this privilege for a work crew.

Section 21.6. Excavation, Trench or Tunnel. It will not be sufficient cause for an Employer to discharge an employee if he/she refuses to work alone in an excavation, trench or tunnel if he/she feels it is unsafe.

Section 21.7. Work Injury. If an employee is injured on the job and returns to work after receiving medical care on the same shift, he/she shall not suffer a loss in pay. If ordered to remain off the job by the attending physician and/or attending nurse on jobsite, he/she shall receive payment for the full shift in which he/she was injured. If ordered by the attending physician to return for treatment during regular working hours while working, the employee shall be paid for lost time not to exceed two (2) hours (wages and fringe benefits).

Section 21.8. Safety Compliance. The Employer shall not discharge or discipline any employee who signs a complaint, or requests an investigation of what the employee believes to be an unsafe employment condition nor shall the Employer discharge or discipline an employee who gives evidence to support any such complaint or investigation or by any manner or means seeks to achieve compliance with Federal or State safety statutes, standards or regulations.

Section 21.9. Safety Equipment.

(a) In the event that safety equipment of any kind is required by law, regulation or Employer directive, it shall be provided at the expense of the Employer.

(b) The Union shall not be responsible for any violation of safety statutes or regulations. All safety apparel and protective clothing shall be furnished by the Employer. Prescription glasses and safety shoes shall be furnished by the employee.

(c) The Employer shall notify the Union within twenty-four (24) hours of its occurrence of each and every serious injury which occurs on the job or in the course of employment.

Section 21.10. Substance Abuse Testing and Assistance Program . All Ironworkers will be required to pass a Drug/Alcohol Test as required by the Employer and/or the Owner. The

Employer agrees to use and implement the IMPACT Substance Abuse Testing Policy & Procedures (revised September 8, 2020) and shall follow all State and Federal Law to include HIPPA and FLSA.

Section 21.11. Cell phones. The use of cell phones, the wearing of ear buds while working, and other personal communication devices shall be limited to foremen and stewards and shall be limited to communications which directly relate to the business of the Employer.

ARTICLE XXII

GENERAL AND MISCELLANEOUS PROVISIONS

Section 22.1. There shall be no limitation as to the amount of work an Iron Worker shall perform during his/her working day.

Section 22.2. There shall be no restriction on the use of machinery, tools or appliances.

Section 22.3. There shall be no restriction on the use of any raw or manufactured material, except prison made.

Section 22.4. No person shall have the right to interfere with Iron Workers during working hours.

Section 22.5. Iron Workers are at liberty to work for whomsoever they see fit, but they shall demand and receive the wages and fringe benefits agreed upon by this Agreement. Apprentices are assigned to an employer with a signed Trainer Agreement on file by the Joint Apprenticeship Committee.

Section 22.6. The Employers are at liberty to employ and discharge whomsoever they see fit, provided however, there shall be just cause for the discharge of any employee.

Section 22.7. No employee will be permitted to receive wages for more than one job at the same time.

Section 22.8. On all jobs within the claimed territorial jurisdiction of the Local Union, not less than fifty percent (50%) of the workforce shall consist of employees who have designated the Ironworkers Local 8 fringe benefit funds as the Home Funds for ERISA fringe benefit contributions, unless the required number of qualified employees is not available within such group. Then employers are permitted to employ on each job employees outside of the Local Union's jurisdiction. In the case of layoffs, employees outside of the Union's jurisdiction not meeting the requirements set forth in this provision shall be laid off first.

Section 22.9. Time Clocks and Brass Checks. When an employee has to use time clocks, brass checks, or any similar device for the purpose of checking in and out of a job, he/she will not have to do so before normal starting time or after normal quitting time. In case of a line up for such checking in and out, time will be allowed to do so.

Section 22.10. Bonding.

(a) A bond will be required in the amount of Twenty Thousand Dollars ($25,000) per every five (5) Ironworker employees from an Employer signing a Collective Bargaining Agreement with the Iron Workers Local No. 8 for the first time, or if they are resigning after not having been signatory to the CBA with Iron Workers Local No. 8 within the last five (5) years. The bond will be called upon to cover the Employer's unpaid wages, Health and Welfare, Retirement and Pension Fund benefits as well as any litigation costs to collect the unpaid funds. If the Employer has been making timely payments to said funds for one (1) year, this bond will not need to be renewed.

(b) A Bond will be required in the amount of Twenty Thousand Dollars ($50,000.00) per every five (5) Ironworker employees from any Employer who is proven to be sixty (60) days or more delinquent in payments to any of the wages, Health and Welfare, Retirement and Pension Funds. The bond will be called upon to cover the Employer's unpaid wages, Health and Welfare, Retirement and Pension Fund benefits as well as any litigation costs to collect the unpaid funds.

(c) Should any Employer be found to be delinquent in the payment to any of the wages and/or the benefit funds, the Union may immediately pull all Ironworker employees from the employment of said delinquent Employer, until such time as the Employer becomes current with all the wages and benefit funds.

Section 22.11. Prevailing Wage Reports. Provided prevailing wage laws exist in the State of Wisconsin, the Employer shall submit prevailing wage reports to the Department of Workforce Development or the Union on all jobs of eighty (80) Ironworker hours or more.

Section 22.12. Non Discrimination Clause. The Employers agree they shall not discriminate in the employment of employees covered by this Agreement on the basis of age, sex, sexual preference, disability, race, union membership or union activity.

The Union shall select and refer registrants and in so doing shall not discriminate on the basis of age, sex, sexual preference, handicap, national origin, race, union membership or non-membership in the union and such selection and referral shall not be affected by the Union's rules, regulations, bylaws or constitutional provisions.

Section 22.13. Mandatory Journeyman Training. The Union recognizes the importance of Journeyman Training/Upgrading and agrees to fully cooperate with the Employers in our common goal to provide a highly skilled work force in the competitive marketplace.

The Union will encourage and promote safety training, OSHA standards, CPR, first aid, certified welding, blueprint reading and other training required by the Iron Worker Industry.

The parties agree that the Union, Association and Joint Apprenticeship and Training Committee (J.A.T.C.) shall develop a journeyworker training program geared specifically to better train and compensate Ironworkers who continue to upgrade their iron working skills.

Employees who complete the minimum amount of training as determined by the J.A.T.C. will be compensated by the J.A.A.J.T.T.F. The J.A.T.C. shall determine the amount of compensation an individual receives.

ARTICLE XXIII

SETTLEMENT OF DISPUTES

Section 23.1. Both parties hereto agree that in case of trouble or any misunderstanding between the parties to this Agreement, the difference shall be arbitrated. Work shall proceed pending settlement or arbitration, under the conditions of this Agreement. All differences arising between the parties hereto shall be decided by a Board of Arbitration.

Section 23.2. Such Board of Arbitration shall be constituted in the following manner: Two (2) members to be selected by the Association and two (2) members to be selected by the Union within twenty-four (24) hours. In case of disagreement by the four (4) so chosen, they shall select a fifth (5th) member. The decision of a majority of such Board shall be binding upon both parties. Any expense incurred shall be borne equally by both parties.

Section 23.3. None of the definite agreements of this Contract shall be subject to arbitration.

Section 23.4. It is understood and agreed that there shall be no lockout and that there shall be no strike or cessation of work, and the job out of which any controversies may have arisen shall proceed without interruption pending the adjustment, settlement, determination or arbitration of any dispute, problem, controversy, or grievance.

Section 23.5. The trustees of the several health and welfare, pension, and individual retirement account plans (to which fund payments were required to be made by Employers under this Agreement) may for the purpose of collecting any payments required to be made to such funds, including damages and costs, and for the purpose of enforcing rules of the trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

ARTICLE XXIV

JURISDICTIONAL DISPUTES

Section 24.1. In the event of a jurisdictional dispute, it is agreed that there shall be no stoppage of work while the jurisdictional dispute is pending and the craft doing the work shall continue until the jurisdictional dispute is settled.

Section 24.2. All jurisdictional disputes which may develop shall be settled in accordance with the "Plan for Settling Jurisdictional Disputes Nationally and Locally," as approved by the Building and Construction Trades Department, AFL-CIO, and in accordance with the rules, procedures and regulations issued by the National Joint Board of Settlement, established pursuant to such Plan, or any successor Board of Settlement approved by the Building and Construction Trades Department, AFL-CIO.

ARTICLE XXV

SEPARABILITY CLAUSE

Section 25.1. Any provision of this Agreement which may be in violation of any applicable Local, Federal or State Law shall not be effective and not be binding upon the parties hereto.

In the event that any of the provisions of this Agreement are held to be void, or to be in violation of any such laws, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts or provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portion of this Agreement, provided, however, if any portion of this contract is invalidated, the parties signatory hereto agree to meet within thirty (30) days to renegotiate such parts or provisions affected.

Section 25.2. It is the mutual intent of the parties hereto to negotiate an Agreement which complies in every respect with all applicable State and Federal Laws and regulations

ARTICLE XXVI

OTHER CONTRACTORS

Any Employer or Contractor, not represented by the Association and not a party to this Agreement, may assume the benefits and obligations of such Agreement by agreeing thereto in writing and the Union will have the right to sign individual contracts.

ARTICLE XXVII

WORKER'S AND UNEMPLOYMENT COMPENSATION

Section 27.1. The Employer must at all times be covered by adequate worker's compensation and unemployment insurance.

Section 27.2. No employee will be discharged or disciplined in any respect for filing a claim for compensation relating to an on-the-job injury. Any employee who loses time because of an injury incurred on the job site or in the course of his/her employment will be reinstated to his/her former position replacing any employee hired subsequent to the injury, provided he/she can perform the work.

Any employee falsifying a Worker's Compensation claim is subject to summary dismissal.

Section 27.3 In the event it becomes necessary to lay off employees, the employer shall give preference to those employees who maintained their permanent residence within the geographical area covered by the Iron Workers Local 8 Area Agreement and who have worked two (2) years out of the last three (3) years under that agreement. All other employees shall be laid off prior to any of the foregoing employees being laid off.

ARTICLE XXVIII

LETTERS OF ASSIGNMENT

In order to properly protect the interests of the membership of our International Association and their Employers and Contractors, it is necessary that this Local Union obtain authentic evidence to work assignments performed by employees. The Employers agree to submit to the Union letters of work assignment on company letterhead upon written request by the Union.

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2027 and from year to year thereafter, unless terminated by written notice (by certified mail) given by either party to the other not less than ninety (90) days prior to said expiration date, or any anniversary thereof. Since it is the intention of the parties to settle and determine, for the term of this Agreement, all matters constituting the proper subjects of collective bargaining between them, it is expressly agreed there shall be no reopening of this Agreement for any matter pertaining to rates of pay, wages, hours of work, or other terms and condition of employment, or otherwise, during the term of this Agreement.

IRON WORKERS – LOCAL NO. 8 – EXHIBIT "A"

LIST OF JOB CLASSIFICATIONS AND STRAIGHT-TIME WAGE RATES AND FRINGE BENEFITS

For the Period June 2, 2024 to May 31, 2027

for the following counties: Ozaukee, Washington, Waukesha, Milwaukee, Racine, Kenosha and part of Walworth County

Rate per hour effective:

	6/1/24	6/1/25	6/1/26
General Foreman-$3.50 over Journeyman	$48.29		
Foreman-$3.00 over Journeyman	$47.79		
Journeyman (all classifications)	$44.79		
Pension	$13.62		
Union Individual Account Retirement Fund	$6.20		
Health & Welfare	$10.80		
Apprentice & Skill Improvement	$1.20		
I.M.P.A.C.T.	$0.28		
Mandatory Journeyman Training	$0.50		
IAP/CA, CLMC, BIG STEP	$0.22		
Total Journeyman Package	$77.61	$81.71*	$85.21*

*June 1, 2025 Increase: $4.10. June 1, 2026 Increase: $3.50

New rate to take affect on June 2, 2024. Back wages to be paid in full by July 18, 2024. Back benefits to be paid in full by August 15, 2024.

Note: Working Dues Check Off is $2.02 per hour (overtime paid at appropriate rate).

Note: Union Individual Account Retirement Fund payments are not taxable and shall be deducted from the gross earnings before computing withholding tax and Social Security (F.I.C.A.).

Remit Health and Welfare on all hours worked.

Remit Pension on all hours worked.

Remit Union Individual Account Retirement Fund payments on all hours paid (Overtime paid at the appropriate overtime rate).

Remit Apprenticeship and Skill Improvement on all hours worked

Remit Mandatory Journeyman Training on all hours worked

Remit IAP/CA on all hours worked.

Remit IMPACT on all hours worked.

Note: Wages and all Fringe Benefits shall be paid on Travel Time, Show-Up Time.

NOTE: The Hourly Working Dues will be deducted from the wages of each employee in such amount as the Union specifies. The "Hourly Working Dues" will be for all hours paid.

NOTE: The Union has the option of allocating the increases effective June 1, 2025 and June 1, 2026 to any existing fund provided the Union gives the Associations sixty (60) days notice.

ARTICLE XXIX
DURATION OF AGREEMENT

This Agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2027, and from year to year thereafter, unless terminated by written notice (by certified mail) given by either party to the other not less than ninety (90) days prior to said expiration date, or any anniversary thereof. Since it is the intention of the parties to settle and determine, for the term of this Agreement, all matters constituting the proper subjects of collective bargaining between them, it is expressly agreed there shall be no reopening of this Agreement for any matter pertaining to rates of pay, wages, hours of work, or other terms and condition of employment, or otherwise, during the term of this Agreement.

Dated this second day of June, 2024

ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION, INC.

Matt Marcellis, Executive Director

EASTERN WISCONSIN ERECTORS ASSOCIATION, INC.

Michael Henke, President

BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS LOCAL UNION NO. 8, AFL-CIO

John Rauch, President

Charlie Falkner, Business Manager