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LABOR AND INDUSTRIAL RELATIONS COMMISSION

BEFORE THE
LABOR AND INDUSTRIAL RELATIONS COMMISSION
JEFFERSON CITY, MISSOURI

In the Matter of:	Objection to Annual Wage Order No. 20, Issued in March 2013, as it Pertains to the Occupational Title of "Ironworker" in Montgomery and Phelps Counties, All of Which Said Counties are Within the Geographic Jurisdiction of Local No. 396, International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers of St. Louis and Vicinity, AFL-CIO.
On Behalf of:	Local No. 396, International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers of St. Louis and Vicinity, AFL-CIO,
	Objector.

OBJECTION

COMES NOW Local No. 396, International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers of St. Louis and Vicinity, AFL-CIO (hereinafter "Objector" or "Local No. 396") and files its Objection to Annual Wage Order No. 20 and states therefor as follows:

1. Local No. 396, International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers of St. Louis and Vicinity, AFL-CIO is an unincorporated association representing members who perform work in the construction trades and specifically under the Occupational Title of "Ironworker" throughout the Eastern half of the State of Missouri of the type covered by Section 290.210 RSMo., et seq. (the "Missouri Prevailing Wage Law"). These individual Union members perform work of the type at issue in this Objection on a regular basis. Through well-established precedent, the Objector has historically been permitted to represent the interests of its members before the Labor and Industrial Relations Commission, as have other unincorporated associations, on matters of Objections to proposed Annual Wage Orders.

2. A review of the applicable collective bargaining agreement(s), which agreement(s) must be considered in establishing prevailing wages, and of construction practices within the objected to counties which constitute a portion of the geographic jurisdiction of Local No. 396, reveals that the Basic Hourly Rates and Total Fringe Benefits in proposed Annual wage Order No. 20 are incorrect, in that they do not correspond to the collectively bargained rates for Montgomery and Phelps Counties, as established by Local No. 396:

a. The rates in proposed Annual Wage Order No 20 for the Ironworker Occupational Title in Montgomery County is $18.05 per hour, with NO fringe benefits. The prevailing collectively bargained rate in Montgomery County pursuant to the Local No. 396 collective bargaining agreement is $27.81 per hour, with a fringe benefit of $21.04 (no BIAF).

b. The rates in proposed Annual Wage Order No. 20 for the Ironworker Occupational Title in Phelps County is $26.00 per hour, with a fringe benefit of $25.65. The prevailing collectively bargained rate in Phelps County pursuant to the Local No. 396 collective bargaining agreement is $27.81 per hour, with a fringe benefit of $21.04 (no BIAF).

3. The current prevailing levels for Ironworker are the rates as established by collective bargaining agreements, and hours actually worked, which rates applied to Montgomery and Phelps Counties and which are on file with the Missouri Division of Labor standards. Objector is prepared to present evidence in the form of letters from signatory contractors, establishing the following hours actually worked at the foregoing rates in Phelps County:

a. Montgomery County: 8 hours (5 hours reported in survey);

b. Phelps County: 557 hours (81 hours found in survey).

4. These rates as described are not only the collectively bargained rates, but there are also workmen ready, willing and able to perform work in Montgomery and Phelps Counties at such rates. Such workmen have, in fact, performed such work at such rates. Work is performed at these rates in these localities to a greater extent than is work performed at the published rate in the objected to proposed Annual Wage Order and such work has been performed to a greater extent at all times pertinent to the Annual Wage Order at issue. A copy of the Union's wage sheet for the affected Counties is attached as Exhibit 1.

5. In addition, the same review reveals that a change must be made in the Overtime and Holiday Schedules in these counties, per the applicable Collective Bargaining Agreement (Exhibit 2). The Overtime Schedule should be as follows in the objected to localities:

> Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

6. The Holiday Schedule should be as follows in the objected to localities:

> All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

7. The foregoing proposed changes to Annual Wage Order No. 20 are reflective of the Objector's collective bargaining agreement with signatory employers, which agreement prevails throughout the geographic jurisdiction at issue.

WHEREFORE, it is respectfully requested that the Labor and Industrial Relations Commission consider favorably the Objection of Objector and revise the Basic Hourly Rates and

Total Fringe Benefits, and Overtime and Holiday Schedules in the subject counties to reflect the practice, collective bargaining agreement and prevailing Practices throughout the jurisdiction in question, and for such other changes as are deemed appropriate.

Respectfully submitted,

HARTNETT GLADNEY HETTERMAN, L.L.C.

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Attorneys for Objector

CERTIFICATE OF SERVICE

An original and two (2) copies of the foregoing were served by placing same in overnight Federal Express delivery on the Labor and Industrial Relations Commission, 3315 West Truman Boulevard, P. O. Box 599, Jefferson City, MO 65102-0599, and copies were served on the following individuals by placing same, postage prepaid, in the U. S. Mails this 1 day of April, 2013.

Robert A. Bedell, Acting Director
Division of Labor Standards
3315 West Truman Boulevard
P. O. Box 449
Jefferson City, MO 65102-0449

Jonathan M. Hensley
Assistant Attorney General
Governmental Affairs Division
Office of the Attorney General
221 West High Street, 4th Floor
P. O. Box 899
Jefferson City, MO 65102-0899

Pamela Hofmann, Secretary
Labor and Industrial Relations Commission
3315 West Truman Blvd.
Jefferson City, MO 65109-6805

EXHIBIT

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IRON WORKERS LOCAL UNION #396
2500 59TH STREET, ST. LOUIS, MO 63110
(314)647-3008 FAX: (314)647-3010

WAGE RATES AND FRINGE BENEFITS
OUT-STATE

Effective **AUGUST 1, 2012** there will be an **hourly INCREASE of 30¢ to WAGES, an hourly INCREASE OF 50¢ TO WELFARE, an hourly INCREASE OF 50¢ TO PENSION, an hourly INCREASE, an hourly INCREASE OF 20¢ TO ANNUITY, and an hourly INCREASE of 10¢ to WORKING ASSESSEMENTS** under our Agreement for the following counties in Missouri: Audrain, *Boone, Callaway, *Camden, Cole, Crawford, Dent, *Douglas, Gasconade, Howell, Laclede, Maries, *Miller, *Monroe, Montgomery, *Oregon, Osage, Phelps, Pike, Pulaski, *Ralls, *Shannon, Texas and Wright.

Journeyman: **$27.81/hour**	(**Deduct $1.83/hour Working Assessments**)	
	(Deduct .02¢/hour Voluntary Fund)	
Foreman: **$29.31/hour**	"	" "
Gen. Foreman **$29.81/hour**	"	" "

Welfare: $7.61/hour	**Pension: $7.70/hour**	**Annuity: $5.00/hour**
IMPACT: 24¢/hour	BIAF: 15¢/hour Bldg. Industry Advancement Fund	AFT: 44¢/hour Apprentice Fund/Training

CISAP: 5¢/hour (out-state drug consortium)

PLEASE NOTE:
On the construction or improvement of new or existing major power plants; or new facility over two hundred million; or major river crossings (Mississippi or Missouri River), the wage scale shall be the same as that established by contract by and between Iron Workers Local #396 and the Associated General Contractors of St. Louis.

FOLLOWING APPLIES ON BOTH SCALES:
Working Assessment is $1.83/hour on straight-time, $2.74/hour on time and one-half, $3.66 on double-time. Time and one-half for overtime to be paid for the first two (2) hours of overtime worked Monday through Friday and for the first eight (8) hours worked on Saturday. All other overtime will be paid at the double-time rate.

When working overtime, contributions to the Pension & Welfare Plans shall be at the overtime rate. When working overtime, contributions to the Annuity Fund shall be at the double-time rate. When working overtime, contributions to the Working Assessments shall be at the overtime rate. When working overtime, contributions to the Voluntary Fund shall be at the same rate for each hour worked. When working overtime, contributions to the AFT shall be at the same rate for each hour worked. When working overtime contributions to the BIAF shall be at the same rate for each hour worked. When working overtime, contributions to IMPACT and CISAP shall be at the same rate for each hour worked.

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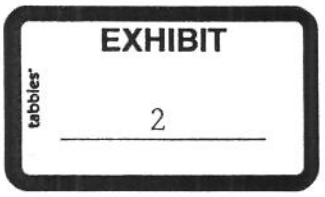
afl/cio



IRON WORKERS LOCAL #396
COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into, effective the 1st day of August, 2010 by and between LOCAL UNION NO. 396 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS OF ST. LOUIS AND VICINITY, AFL-CIO, hereinafter referred to as the "Union", and THE BUILDERS' ASSOCIATION, hereinafter referred to as the "Association", for and in behalf of its members who have designated the Association as their collective bargaining agent, hereinafter referred to as the "Employer".

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

ARTICLE I
RECOGNITION - RIGHT TO HIRE

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

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

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

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

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

Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin, union membership, or status as a Vietnam era veteran, or against qualified disabled veterans or qualified individuals with handicaps or disabilities.

Job Labor Standards and Job Security

Section 1.04 The Employer, its officers, agents, representatives and assignees agree to make work assignments consistent with decisions of record and agreements of record between Iron Workers International Union and other labor organizations as recorded in the "Handbook of Agreements of the

International Association of Bridge, Structural and Ornamental Iron Workers" and in "Agreements and Decisions Rendered Affecting the Building Industry", as amended, approved by the Building and Construction Trades Department AFL-CIO (Green Book) which agreements and decisions are incorporated herein by reference. In the absence of a decision or agreement of record between Iron Workers International Union and other labor organizations assignments shall be made by the contractor based upon established trade and area practice.

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

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

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

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

Section 1.05

A. Employer party to this Agreement agrees that whenever work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures, or other work is subcontracted it shall be subcontracted only to employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

B. With respect to the above paragraph, any contractor who subcontracts work covered by this Agreement shall require any non-signatory contractor to supply him with weekly payroll records and any other information necessary to assure compliance with paragraph A. upon request. Such information will then be made available to the Union upon the Union's request.

C. It shall be a requirement of this Agreement that any employer party to this Agreement subcontracting work to a non-signatory subcontractor shall include the provisions of paragraphs A. and B. above in any such subcontract.

D. Nothing contained in this Article shall be construed to force or require any employer to cease or refrain from doing business with any specific person or employer or otherwise require the disruption of any existing business relationship with any other employer or person.

E. Those employees who are under jurisdiction of the Union may participate in the fringe benefit program of this Agreement provided their employers have become signatory to this Agreement by assigning their bargaining rights to the Association or signing a stipulation to be bound to this Agreement.

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

When members of the Association are bidding jobs against other than AFL-CIO contractors, either the Association or the Union may request a meeting between the parties for the purpose of a pre-bid conference and the parties may determine better terms and conditions for the job being bid to assist the contractor and the AFL-CIO Iron Workers.

ARTICLE 2
AREA LIMITS

Section 2.01 The territorial jurisdiction of the Union shall extend halfway to the nearest outside local union of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

Section 2.02 This Agreement shall apply to all employment of employees covered hereunder by the Employer signatory hereto on all building and heavy and highway construction work in the following counties in Missouri:

Audrain	Gasconade	Osage
*Boone	*Howell	Phelps
Callaway	*Laclede	Pike
*Camden	Maries	Pulaski
Cole	*Miller	*Ralls
Crawford	*Monroe	*Shannon
Dent	Montgomery	Texas
	*Oregon	Wright

* Asterisks (*) indicate counties which are partially within the territorial jurisdiction of the Union.

Signatory Employers shall also apply this Agreement to all employment of such employees covered hereunder, by the Employers signatory hereto, on all such building and heavy and highway work of any such Employer in all the other counties in Missouri, within the territorial jurisdiction of the Union, provided however, that should there exist or be negotiated during the term of this Agreement, any other collective bargaining agreement in such other counties covering any of the work above referred to (between the Union and a recognized and authoritative contractor employer group or association), then in such event that other agreement shall supplant this Agreement within the area of such counties as it shall cover the Employers signatory hereto shall be privileged to work in those areas and counties under the terms of such other agreement.

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

*Bollinger, *Carter, City of St. Louis, Franklin, Iron, Jefferson, Lincoln, *Madison, *Perry, *Reynolds, St. Francois, St. Louis County, St. Charles, Ste. Genevieve, Warren, Washington and *Wayne.

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

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

It is understood and agreed that if the Union enters into any agreement with any contractor covering work in the area limits herein set forth and on such work as is covered by this Agreement, upon more favorable terms to such contractor than are embodied in this Agreement, and if such more favorable terms are allowed to remain in effect, such more favorable terms shall be made immediately available to Employers signatory hereto.

ARTICLE 3
INTENT AND PURPOSE

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

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

ARTICLE 4
UNION SECURITY

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

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

ARTICLE 5
WAGES

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

	Effective 8-1-10	**Effective 8-1-11**	**Effective 8-1-12**
Journeyman	$27.51*	1.50 Incr.**	$1.50 Incr.**

* (Effective 8/01/10 Deduct $1.65 per hour work assessment, $2.47 per hour for time and one-half and $3.30 per hour for double time.

** (Increase in wages, work assessment and/or fringes at Union's option with thirty day's notice to the Builder's Association)

An economic package of $1.60 per hour effective 8/01/10 and $1.50 per hour effective 08/01/11 and 8/01/12 shall be added to wages and/or fringe benefits as defined in the existing contract. The total economic package will be $4.60 for three years.

	Effective 8-1-10	**Effective 8-1-11**	**Effective 8-1-12**
Foreman	$29.01*	$1.50 Incr.**	$1.50 Incr.**

* (Effective 8/01/10 Deduct $1.65 per hour work assessment, $2.47 per hour for time and one-half and $3.30 per hour for double time.

** (Increase in wages, work assessment and/or fringes at Union's option with thirty day's notice to the Builder's Association)

General Foreman	$29.51*	$1.50 Incr.**	$1.50 Incr.**

* (Effective 8/01/10 Deduct $1.65 per hour work assessment, $2.47 per hour for time and one-half and $3.30 per hour for double time.

** (Increase in wages, work assessment and/or fringes at Union's option with thirty day's notice to the Builder's Association)

On the construction or improvement of new or existing major power plant; or new facility over two hundred million; or major river crossings (Mississippi or Missouri River), the wage scale shall be the same as that established by contract by and between Iron Workers Local #396 and the St. Louis Associated General Contractors.

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

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

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

1 to 25 feet	$ .25 per hour over Iron Worker basic rate
25 to 50 feet	.50 per hour over Iron Worker basic rate
50 to 75 feet	.75 per hour over Iron Worker basic rate
75 to 100 feet	1.00 per hour over Iron Worker basic rate
100 to 150 feet	1.25 per hour over Iron Worker basic rate
150 to 200 feet	1.50 per hour over Iron Worker basic rate
200 to 250 feet	1.75 per hour over Iron Worker basic rate
250 feet or higher	2.00 per hour over Iron Worker basic rate

Section 5.03 - Apprentice Rate: Since it has been found to be impractical to hold apprentice instruction courses during normal working hours, in consideration of waiving any claim for pay for classroom hours, it is agreed that the scale of apprenticeship wages should be as follows:

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

If during the term of this Agreement both parties agree that apprentice training can better be held during the working day, then the above wage scales and the class hour arrangement may be changed by mutual consent.

Section 5.04 - Welfare: Effective **8/01/10,** in addition to the per hour wage rate, the Employer will contribute Six Dollars and Thirty-six ($6.36)* cents per hour for each regular hour worked by each employee covered by this Agreement to the IRON WORKERS ST. LOUIS DISTRICT WELFARE PLAN. The reporting, payment, and administration of such contributions shall be governed by the terms of the Trust Agreement creating the IRON WORKERS' ST. LOUIS DISTRICT COUNCIL WELFARE PLAN. *Overtime hours shall be paid at the overtime rate.

Section 5.05 - Pension Fund: Effective **8/01/10**, in addition to the per hour wage rate, the Employer will contribute Six Dollars and Ninety-Five ($6.95)* cents for each regular hour worked by employee covered by this Agreement to the IRON Workers' ST. LOUIS COUNCIL PENSION PLAN. The reporting, payment, and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Plan. *Overtime hours shall be paid at the overtime rate.

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

Section 5.06 - Annuity Plan

In addition to the per hour wage rate, the Employer will contribute Four Dollars & Thirty ($4.30) cents* per hour for each regular hour worked by each employee covered by this Agreement to the IRON WORKERS' ST. LOUIS DISTRICT COUNCIL ANNUITY PLAN. The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Plan. *Overtime hours shall be paid at the double time rate.

Section 5.07 - Building and Iron Working Construction Advancement Foundation

In addition to the per hour wage rate the Employer will contribute nineteen cents ($.19)* per hour for each actual hour worked or paid (whether regular or overtime) by each employee covered by this Agreement to The Builders' Association Iron Worker Industry Advancement Fund Depository or to such other fiduciary as may be hereinafter designated by the parties to this Agreement, on a monthly basis.

The reporting, payment and administration of such contribution shall be governed by the terms of the document creating the Foundation.

All future increases to the Construction Training Apprenticeship Foundation will require an equal monetary increase to The Builders' Association Ironworker Industry Advancement Fund.

Section 5.08 - Construction Training Apprenticeship Foundation

In addition to the per hour wage rate the Employer will contribute forty cents ($.40)* per hour for each actual hour worked or paid (whether regular or overtime) by each employee covered by this Agreement to the Construction Training and Apprenticeship Foundation Depository to be named at a later date or to such other fiduciary as may be hereinafter designated on a monthly basis.

The reporting, payment and administration of such contribution shall be governed by the terms of the document creating the Foundation.

All future increases to the Construction Training Apprenticeship Foundation will require an equal monetary increase to The Builders' Association Ironworker Industry Advancement Fund.

Section 5.09 - IMPACT Contribution

In addition to the per hour wage rate, The Employer shall contribute twenty-four cents per hour ($.24) to the Ironworker Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust with Federal tax exempt status under Section 501 (a) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

The reporting, payment, frequency of payment and administration of (IMPACT) such contributions shall be governed by the terms of the IMPACT Trust agreement, policies and resolutions. In addition, the Union and the Employer agree that by making contributions to IMPACT each of them shall be come bound to IMPACT's Drug and Alcohol Screening Policy and Procedure and that administration of the drug program is to be provided by the Mo-Kan Construction Industry Substance Abuse Program Fund (CISAP) pursuant to its' Trust Indenture and Program Agreement, and any amendments or modifications thereto.

Section 5.10 – CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM (CISAP) In addition to the wages set out in this Agreement, each employer agrees to pay for all work performed five cents ($.05) per hour for each payroll hour to the Construction Industry Substance Abuse Trust Fund. This industry-wide drug testing program fund has been instituted to reduce substance abuse and to improve the efficiency and safety of work performed.

Section 5.11 - Wage Deductions

(a) **Commencing August 1, 2010,** and provided that the employee has signed a written assignment and the written assignment has been provided to the Employer, if requested, as provided herein, authorizing deductions of working dues in the amount stated below, which is in effect at the time when any wages become due hereunder, the Employer shall deduct from the net wages payable to such employee, and shall pay over to the Union, as working dues on behalf of such employee, one dollar and sixty–five cents ($1.65) for each hour worked payable to and on behalf of such employee,

two dollars and forty-seven cents ($2.47) for each hour worked payable to and on behalf of such employee for time and one-half and three dollars and thirty cents ($3.30) for each hour worked payable to and on behalf of such employee for double time hours.

(b) Commencing August 4, 1993, and provided that the employee has signed a written assignment, and the written assignment has been provided to the Employer, if requested, as provided herein, authorizing deductions of political contributions in the amount stated below, which is in effect at the time when any wages become due hereunder, the Employer shall deduct from the net wages payable to such employee, and shall pay over to the Iron Workers' Local 396 Voluntary Fund, as political contributions on behalf of such employee, two cents ($.02) per hour for each actual hour worked by such employee.

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

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

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

Except for those Employers making contributions pursuant to the above paragraph, Employers shall remit Fringe Benefit contributions on a weekly basis by a process completed via the internet, in such a timely manner that the contributions will be credited electronically to the respective Fringe Benefit payees by the second Friday following the Employer's payroll weekending date for which the contributions are due. The Employer's remittance shall be in the form of an electronic transfer payment. If the Employer is unable to process an electronic transfer payment, then provisions shall be made available to print the electronic form from the internet and mail a check with the electronically completed form to "Iron Worker Local 396 Fringe Benefits," in the combined amount of all Fringe

Benefit contributions due. Terms similar to the provisions of the Depository Agreement will be applicable to the electronic payment system.

Section 5.13 - Delinquency Penalties

1) Contributions to Iron Workers' St. Louis District Council Pension Plan, to Iron Workers' St. Louis District Council Welfare Plan, to Iron Workers' St. Louis District Council Annuity Trust Fund, are due by the 15th day of the month following the month for which contributions are due. Following 72-hours written notification by the Fund Trustees and/or the Union to the Employer, all contributions not received for that period shall be considered delinquent and the Employer shall owe an additional amount equal to ten percent (10%) of the contributions as a late charge.

In addition thereto, the above contributions due plus a late payment penalty equal to ten percent (10%) of the contributions due, constitute a debt owed by Employer to said Funds' Trustees, and that in addition to all other remedies on account thereof available to said Trustees and/or the Union, such debt may be recovered by suit or action at law brought by said Trustees and/or the Union, and in the event of such action the Employer agrees to pay in addition to the amount found due on such debt (including the late penalty), all Court costs, interest on such debt at the maximum lawful rate computed from the due date of each such contribution, plus a reasonable attorney's fee payable to the attorney or attorneys representing the Trustees and/or the Union in such action with the amount thereof fixed by the Court, but in no event less than thirty-three and one-third percent (33-1/3%) of the total amount for which judgment is rendered.

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

2) An Employer who is delinquent in payment of Fringe Benefits as defined above in Section 5.13, or who has not employed Local #396 Iron Workers for a period of six (6) months, may be required to pay Fringe Benefits on a weekly basis.

Section 5.14 - Surety Bond: The Employer shall secure and maintain surety bond in the minimum amount of $15,000 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount. Should the Employer be, at any time, unable to fulfill this obligation as above provided, he shall be required to pay all wages - health and welfare, pension and annuity in cash on a weekly basis.

Should the Employer be, at any time, unable to fulfill this obligation as above provided, he shall be required to pay all wages due in cash, instead of by check.

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

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

Section 5.16 - Apprentice Training: The Joint Apprenticeship Agreement dated October 14, 1953, as revised, between the Associated General Contractors of St. Louis and Local Union No. 396, of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers of St.

Louis and Vicinity shall be part of this Agreement and the Employer and the Union agree to be bound thereby.

One (1) apprentice will be assured to any Employer who employs seven (7) journeymen, except ornamental iron work, and on such work one (1) apprentice will be assured to four (4) journeymen Iron Workers, and on spinning of cables on suspension bridges one (1) apprentice shall be assured to each journeyman.

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

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

Travel Expense and Transportation

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

Section 5.18 - Transportation: Employees sent to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling time in accordance with requirements of the Wage and Hour Law and expenses, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days. Employees sent to a job and not put to work, weather permitting or the job is not ready for them to go to work, shall be paid the regular wage rate for such time or such employees shall be sent back to the point from which sent originally with time and transportation paid by the Employer. Employees so sent to any job by the Union who fail to live up to the agreement they were sent under, or who refuse to work, shall be held responsible by the Union, and the Employer shall be reimbursed by the Union for the actual expenses incurred.

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

Section 5.20 - Payday: The pay week shall end at quitting time Tuesday night. Employees shall receive their wages by quitting time on the following Friday at the job site on which they are working. If alternate pay week of Monday through Sunday is utilized, the employees shall receive their wages by quitting time the following Wednesday on which they are working. If alternate pay week is selected, The Employer may not revert to regular pay week without the express approval of the Union for the duration of the Contract. In the event of inclement weather pay checks will be available at the approved starting time. When agreeable to the employee, a direct deposit method of pay can be utilized. The employees will have access to their wages at the start of the appropriate approved payday.

When employees are discharged, they shall be paid in full in cash or other legal tender on the job immediately, and if required to go to some other point or to the office of the Employer, employees shall be paid for the time required to go to such places. When employees quit of their own accord, they shall wait until the regular payday for the wages due them.

When employees are laid off the employer shall have the option of paying the employee off that day or sending a check postmarked no later than the day following day of layoff. If the employee's check is postmarked later than the day following the day of layoff, the Employer shall pay the employee two (2) hours pay at the straight time rate per day of delay, provided the employee must notify the Employer of the failure to receive the check no later than five (5) days after the day of layoff to receive the penalty payment.

If the Employer fails to comply with the above provisions a second time, the penalty will be increased to four (4) hours at the straight time rate per day of delay. A third offense automatically causes the contractor to revert to "layoff is payoff" for the balance of the contract year. The Union shall notify the Employer, with copy to the appropriate association when such provision is invoked. In no instance shall checks be mailed or received payable for more than one pay period. When employees quit of their own accord, they shall wait until the regular payday for the wages due them.

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

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

ARTICLE 6
FOREMAN

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

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

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

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

ARTICLE 7
WORKING RULES

Section 7.01 - Hours of Work: Eight (8) hours shall constitute a day's work, from Monday through Friday. When starting the job, the starting time will be established between 6:00 a.m. and 8:00 a.m. and shall not be changed without agreement from the union hall. Noon hour may be curtailed by agreement with the employees on the job and the Employer or his representative.

On Highway work, the Employer may establish four (4) ten (10) hour days during Central Daylight Savings Time, exclusive of the 30 minute unpaid lunch period at the straight time wage rate.

This option will only apply if the Iron Worker is the only trade on the jobsite or if all other trades on the jobsite are working four (4) ten (10) hour days.

Projects set for overtime will not be scheduled for 4-10's. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday, at the option of the employee, may be worked as a makeup day at the straight time rate. If Friday or any portion of the day is used to complete the work, each employee will be guaranteed at least eight (8) hours work and not over ten (10) hours at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet, etc.).

Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. All overtime after ten (10) hours will be paid at the double time rate. When an Employer works a project on a four (4) ten (10) work schedule, the employer will not bring any other crew for a fifth work day on the project while not calling in the normal crew that had been scheduled for the project. If the entire crew or individual employees elect not to work, then the Employer has the option to temporarily replace the crew or employee for that day only. Friday can be worked in lieu of holiday. Employees that chose not to work may be temporarily replaced for the day only. When Friday is worked in lieu of a holiday, the Employee will be paid at time and one half (1-1/2) rate of pay.

Changes in the work hours per day in special cases, 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.

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

Employees are to be at their stations at starting time and continue to work until quitting time as directed by the Employer.

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

PROJECTS THAT CANNOT BE PERFORMED DURING THE REGULAR WORKDAY: Notification by the Owner, the Contractor may perform work outside the normal work hours and the employees shall be paid the applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked in the first or second shift time period. When the bulk of the hours are worked in the third shift time period, premium will be three dollars and fifty cents ($3.50) per hour. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the applicable premium. This provision shall not apply to any new building construction without the approval of the Union.

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

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

When employee is unable to work because of weather and is instructed by the Employer, or his representative at eight o'clock a.m. (8:00 a.m.) or other agreed starting time to remain on the job, then the employee shall be paid at the regular straight time rate of pay for such time until he is released or he is ordered to work. If told to wait, a minimum time of one (1) hour shall be paid.

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

Section 7.04 - Suppertime: Employees are to be allowed one-half (1/2) hour for supper with pay at the overtime rate if they work two (2) hours overtime after the end of their regular workday and if they continue to work after this supper period. In the event of additional overtime, employees will be allowed one-half (1/2) hour mealtime with pay as provided they are to continue working after such mealtime. When employees are working ten (10) hour days, employees are to be allowed one-half (1/2) hour supper if they are to continue work after ten (10) hours.

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

Section 7.05 - Voting Time: RS Mo. Section 129.060-1. Any person entitled to vote at any election held within this State, or any primary election held in preparation for such election shall, on the day of such election be entitled to absent himself from any services or employment in which he is then engaged or employed, for a period of three hours between the time of opening and the time of closing of the polls for the purpose of voting; and any absence for such purpose shall not be sufficient reason for the discharge of or the threat to discharge any such person from such services or employment; and any such employee if he votes, shall not because of so absenting himself, be liable to any penalty, nor shall any deduction be made on account of such absence from his usual salary or wages; provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this section shall not apply to a voter on the day of election, if there be three successive hours while the polls are open in which he is not in the service of his Employer. The Employer may specify any three hours between the time of opening and the time of closing of the polls during which employee may absent himself as aforesaid.

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

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

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

Section 7.07

A. Shift hours and rates will be as follows:

First Shift: Eight (8) hours regular pay (no paid lunch)

Second Shift: Eight (8) hours with $2.50 per hour premium (no paid lunch)

Third Shift: Eight (8) hours with $3.50 per hour premium (no paid lunch)

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

C. If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operation to permit the maximum utilization of daylight hours

D. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rate. Four (4) hours after starting time, the employee is entitled to a one-half (1/2) hour lunch break. If starting time of lunch break is delayed, Section 7.03 applies. Employees are to be allowed one-half (1/2) hour for supper break with pay at contractual overtime rate if they work one and one-half (1-1/2) hours overtime after the end of their regular workday and if they are to continue to work after this period. When basic trades other than Iron Workers are on the job, lunchtime and dinnertime will be worked out by the Business Agents.

E. If pay period ends on Tuesday, the time will not go in until after completion of the last shift.

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

Sanitary toilets shall be provided on all jobs.

Section 7.09 - Tool Storage and Loss: The Employer shall provide a reasonably secure shed or toolbox for storage of employee's tools. A list of employee's tools, which will be left on the job between working hours shall be given to the Employer or his authorized representative before employee starts to work.

Should tools be stolen or destroyed by fire when in such storage, the Employer shall pay the actual value of such tools stolen by forcible entry or destroyed by fire.

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

Section 7.10 - Gin Poles and Sasgen Poles -- Hand Operated: For the setting of structural steel with hand operated gin poles and sasgen poles where the pole work is of six (6) hours duration or more on one job, no less than four (4) employees and a foreman shall be used.

For the setting of light structural steel and miscellaneous iron weighing less than 1,200 pounds, lintels, reinforcing steel, bar joists, etc., with hand operated gin poles and sasgen poles, no less than three (3) employees and a foreman shall be used.

Section 7.11 - Derricks, etc.: No less than six (6) employees 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) employees and a foreman shall be employed.

The above applies to steel erection only and his subject to existing interpretations by the International Association.

When two (2) or more pieces of hoisting equipment are used on the erection of any structural steel member or equipment, a minimum of four (4) Iron Workers and an Iron Worker Foreman shall be employed for one (1) piece of hoisting equipment, and an additional signal person for each additional piece of hoisting equipment on any one lift.

Section 7.12 - Forklift Trucks: When using forklift trucks for the installation and assembly of machinery by Iron Workers and the in-plant moving of machinery incidental to the installation and assembly by Iron Workers, a minimum of one (1) man and a foreman will be used -- if it is determined by the Employer that job can be done safely by two (2) men.

Section 7.13 - Mesh -- Positioning: One (1) Iron Worker will be employed for the purpose of positioning wire mesh in concrete floors or slabs on the ground during the concrete pouring operation where Iron Workers have installed the mesh. When required, in the opinion of the Employer and the Iron Worker Foreman, more Iron Workers will be employed for this purpose.

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

Section 7.14 - Reinforcing Steel Maintenance: With the exception of a single wall or stub columns or stub piers where the vertical bars have been poured with the footing not to exceed four feet (4 ft.) in height, there shall be an Iron Worker constructively employed on all reinforced concrete pours for the installation and/or maintenance of reinforcing steel during the pouring.

Section 7.15 - Reinforcing Steel (Unloading) and Placing Footing Reinforcing: When Iron Workers are employed on a job by the Employer doing reinforcing steel work, the unloading, racking and placing of reinforcing steel on the ground floor of a building in view of crane operator with power equipment can be done with the number of Iron Workers so employed provided that in no case shall less than three (3) Iron Workers be used for such unloading, racking and placing. When reinforcing steel is being placed in footings and low walls with power equipment, the minimum crew shall be three (3) employees. When hoisting reinforcing steel, four (4) employees and a foreman must be used if all employees landing steel are not in view of operator.

Section 7.16 - Riveting Gang: For efficiency of operation, the Employer agrees that riveting gangs shall be composed of not less than four (4) employees at all times. Employer may require that heaters will have their fires going ready to furnish hot rivets at the regular starting time. Pay for such necessary time before starting time shall be at the appropriate overtime rate.

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 on the gang.

Section 7.17 - Welder - Certified: When a welder is certified for a job by the Employer, a copy of the certification papers will be furnished to the welder upon completion of the welding work and to the Union within thirty (30) days after his termination.

Section 7.18 - Welder and Burner Assistants: When welding or burning on bar joists, from ladders, swinging scaffolding or staging, each welder or burner shall be provided with an assistant.

When welding or burning except as stated above, the following shall apply:

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

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

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

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

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

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

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

Section 7.19 - Metal Buildings: The contractor may determine crew size, so long as it is determined by the Association and the Union that the work is being done in a safe fashion.

Section 7.20 - Piece Work: Piece work of any description is prohibited.

Section 7.21 - Steward: There shall be a steward on each job who shall be appointed by the Business Representative from the employees on the job. The steward shall promptly take care of injured employees and accompany them to their home or to a hospital without any loss of pay.

The Employer agrees that the steward will not be discharged until after proper notification has been given to the Union, and further, when employees are laid off, the job steward will be the last employee laid off providing he is capable of performing the work in question.

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

For the convenience of the Union, the job steward shall keep a record of workers laid off and discharged, take up all grievances on the job, try to have same adjusted, and in the event the steward cannot adjust them, the steward must promptly report same to proper officers of the Union so that an effort can be made to adjust any matter without a stoppage of work. The steward shall report the injury of any employees to the proper officers of the Union. The steward shall also report all scheduled overtime on weekends to the Business Agent.

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

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

Safety Provisions

Section 7.22 - Safety Review Committee: A four (4) member subcommittee, two (2) from Union and two (2) from the Association will be formed to review alleged safety violations by Association members. If subcommittee cannot reach agreement, the entire Iron Worker Committee will meet. This subcommittee will meet on twenty-four (24) hour request by either party to formulate a recommendation for the proper course of action.

Section 7.23 - Planking Floors: Working floor upon which derricks set must be covered tight with suitable planking over entire floor except where openings are left for ladders.

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

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

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

Section 7.24 - Stiffening and Supporting Working Load Points: Where iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

Section 7.25 - Riding the Load or Load Falls: No member of bargaining unit shall be permitted to ride the load or load fall except in case of inspection, and erection and dismantling of derricks.

Section 7.26 - Slings: Steel cable will be used instead of chains or hemp slings.

Section 7.27 - Elevator Shaft Protection: No member of bargaining unit will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above employees working shall be planked safe in all elevator shafts.

Section 7.28 - Overhead Cranes, Crushers: There shall be no work on any overhead crane, crusher or conveyor until fuses have been removed and switch box locked, or the safety of the employees is otherwise made sure.

Section 7.29 - Power Lines, High Tension: There shall be no work done in the immediate area of high tension lines until the power has been shut off, or the lines insulated, or the safety of the members of bargaining unit otherwise provided for.

Section 7.30 - Protection of Signal Devices: Proper practical safe housing, casing or tube shall be provided for any and every means, method appliance or equipment employed to transmit or give signals, directing work or operation of any devices used in connection with work being done by members of bargaining unit.

Section 7.31 - Communication System: When derricks are used for hoisting structural steel or other materials, two-way radio, telephone or other approved signals shall be used unless manual signals are most appropriate.

Section 7.32 - Tripping Hazard: Unless all tripping hazards such as Nelson studs, channel shear connectors, bent bars or rods are installed after the erection of structural steel members, suitable protection against those tripping hazards must be provided. If beams are planked or expanded metal or other means of protection satisfactory to the Joint Safety Committee is used in lieu of field application of the shear connectors the protection shall be installed by Iron Workers and be securely fastened to provide a safe walking surface before erection of the structural steel members.

Section 7.33 - Manning of Safety Boat: When structural steel is being erected or repair work of a hazardous nature is being performed over the Mississippi or Missouri River the employer shall have a power safety boat in the water with an employee member of Local #396 who has satisfactorily completed Red Cross First Aid and CPR Training provided a properly trained person is available. (This will apply to all contracts let after August 1, 1992.)

Section 7.34 - Any difference or dispute concerning interpretation or application of the Safety Provisions of this Agreement shall be resolved in accordance with the Grievance and Arbitration procedures set forth herein.

Section 7.35 - Cardinal Principles: The seven principles set out directly below are the essence of this entire Agreement and no clause in the Agreement shall be construed so as to encroach upon or violate any of the said principles:

1. There shall be no limitations as to the amount of work an employee shall perform during the working day.
2. There shall be no restrictions of the use of machinery or tools.
3. The use of apprentices shall not be prohibited.
4. The foreman shall be agent of the Employer.
5. Qualified journeymen are at liberty to work for whomsoever they see fit, but they shall demand and receive the wages hereinbefore set out in this Agreement.
6. Employers are at liberty to employ and discharge whomsoever they see fit, consistent with the terms of this Agreement.
7. There shall be no restriction of the use of any raw material or manufactured material except prison made.

1. **Section 7.36 – Safety Equipment** All safety equipment required by the contractor or the owner is to be supplied by the employer- welding gloves, sleeves, safety harness that will accommodate an employee's tools, regular safety glasses, smoke eater or fan, etc. (Does Not Include Steel Toe Shoes.)

ARTICLE 8
GRIEVANCE PROCEDURE AND ARBITRATION

Any difference or disagreement arising between employee and/or Union and the Employer with reference to any conditions of employment affecting employees subject to this Agreement that are not covered hereunder, or to the application or interpretation of this Agreement, and other grievances, differences or disagreements of the parties hereto, except jurisdictional disputes, that cannot be satisfactorily adjusted by the Employer and the job steward shall be referred to the Business Agent of the Union and the proper officials of the Employer. All grievances that cannot be settled between the officials of the Employer and the Business Agent of the Union shall, except as provided below, be referred to a Board of Arbitration consisting of three (3) members, one (1) of whom shall represent and be appointed by the Union, one (1) of whom shall represent and be appointed by the Employer and the two (2) thus chosen shall select the third. The Union and Employer shall select their representatives within five (5) days after receipt of written notice by one from the other requesting arbitration. On failure of the two (2) thus chosen to agree upon a third member to complete the Board within a period of ten (10) days after notification by one party to the other of the last named of the first two members, then either party may request a panel of five (5) arbitrators from the American Arbitration Association so that the parties, by alternately striking names, shall select one (1) to serve. The decision of a majority of the Board shall be final and binding on all concerned. Each of the parties hereto shall pay their own costs of arbitration and the compensation of their own representative. The compensation of the third member and other expenses of the arbitration shall be borne equally by the Employer and the Union.

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

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

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

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

ARTICLE 9
STRIKES

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

ARTICLE 10
JURISDICTION

Section 10.01 - Craft Jurisdiction: It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers; it being understood that the claims are subject to trade agreements and decisions of record as recorded in the "Handbook of Agreements of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers" and in "Agreements and Decisions Rendered Affecting the Building Industry", as amended, approved by the Building and construction Trades Department, AFL-CIO (Green Book).

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

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

ARTICLE 11
EXONERATION

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

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

(a) request them to immediately return to work

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

(c) grant them no assistance

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

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

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

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

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

ARTICLE 12
MISCELLANEOUS - LEGAL COMPLIANCE

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

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

ARTICLE 13
MANAGEMENT

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

ARTICLE 14
DRUG AND ALCOHOL TESTING

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work.

The parties agree to incorporate herein by this reference the Second Restated Mo-Kan Construction Industry Substance Abuse Program (CISAP) Agreement they have entered into and made effective January 1, 2007. As a condition of employment, an employer may require an employee to present a CISAP Drug Card and be in good standing in the CISAP program. The CISAP Fund will make a good faith effort to establish rights of appeal for employees who become permanently expelled under the Program rules.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then any employer may require a blood alcohol content test or urine drug test on any employee who has been involved in an accident on the job or when the employer has reasonable cause to believe the employee is under the influence of drugs or alcohol at the work place. Such drug and alcohol test must be carried out in a professional and accurate manner. Any test or action taken as a consequence thereof shall be the sole and exclusive responsibility of the employer who uses or acts upon it and such employer shall hold the Union and the Association harmless from any liability that results there from and from the cost of any litigation involving the use of such tests or any acts by the employer as a consequence of such tests.

ARTICLE 15
TERMINATION

This Agreement shall be effective and binding upon the parties from the date hereof until the thirty-first day of July, 2013. This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement or any subsequent year for which the Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement, or within at least sixty (60) days of the termination of any renewal thereof from time to time, either the Employer or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matter in issue.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this _____ day of _____, 2010.

NEGOTIATING AGENTS

THE BUILDERS' ASSOCIATION

By_____

LOCAL UNION NO. 396 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL , ORNAMENTAL AND REINFORCING IRON WORKERS OF ST. LOUIS AND VICINITY, A.F. OF L. - C.I.O.

By:_____

By:_____

LETTER OF AGREEMENT REGARDING HIRING AND LAYOFF PROCEDURES:

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

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

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

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

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

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

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

8. Definitions

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

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

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

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

Page 2 - LETTER OF AGREEMENT REGARDING HIRING AND LAYOFF PROCEDURES

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

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

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

SIGNED ON BEHALF OF
IRON WORKERS LOCAL 396

_____

_____

_____

_____

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

_____

_____

_____

_____

September 8, 1972

Letter of Clarification

Section 7.14 - Reinforcing Steel Maintenance

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

9/8/72 /S/ Joe Hunt, Jr.

/S/ C.E. Quick

/S/ Raymond F. Pieper

November 6, 1969

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

RE: Parking Facilities

Gentlemen:

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

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

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

Sincerely,

CIJC IRON WORKERS NEGOTIATING COMMITTEE

/S/ William L. Pemberton
Co-Chairman

/S/ Raymond F. Pieper
Co-Chairman

cc: Iron Workers Local 396

CIRCULAR LETTER NO. 742

TO: ALL AFFILIATED OUTSIDE ERECTION LOCAL UNIONS

Dear Sirs and Brothers:

Due to the many inquiries received from our affiliated outside erection local unions relative to clarification of Paragraph A, Section 14 of the General Working Rules of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers - captioned "Iron Workers Required on Guy and Stiff Leg Derricks" - it has been decided that this letter of clarification be directed to all outside erection local unions in order to eliminate any future misunderstandings.

Paragraph A, Section 14 states as follows:

> "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."

The clarification requested deals with the portion of the above quoted section which states as follows:

> "On all mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed."

The above quoted section provides for the number of men to be used on a guy or stiff leg derrick and on all mobile or power operated rigs when such equipment is used on steel erection. On all other work operations coming under the jurisdiction of this International Association where members of this Association are employed a sufficient number of men will be employed in order that the work involved can be performed in a safe and expeditious manner. This means that an employer will not be required to use four (4) men and a foreman on work operations not requiring this number of men. It also means that on rigging or unloading operations where more than four (4) men and a foreman are required, such additional members will be employed.

Acknowledging the technological changes in methods of installation and new materials that have occurred in recent years and in order to protect the work opportunities of our members on all work coming within the jurisdiction of the Iron Worker trade, it is absolutely mandatory that we utilize the greatest weapons available. These weapons are the skills of our membership, production, uniform conditions, etc.

It is of the utmost importance that the officers and members of this International Association exercise good judgment in determining the proper number of members to be used on certain work operations where mobile or power operated rigs are used. The safety of the members employed must be considered as well as the possible over-manning of a specific work operation which, in many instances, has resulted in such work operations being assigned to other crafts and subsequently resulted in jurisdictional disputes.

Page 2 - CIRCULAR LETTER NO. 742

This letter should be read to the membership of your local union at the next regular meeting and all job stewards must be acquainted with the subject matter contained herein.

Fraternally yours

/S/ John J. Lyons
General President

/S/ Juel D. Drake
General Secretary

August 5, 1977

Letter of Clarification

Crew Sizes

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

/S/ C.H. Albers

/S/ Joe Hunt, Jr.

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

AGREEMENT

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

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

St. Louis, Missouri

_____ day of _____, 2010.

EMPLOYER

_____

By_____

_____
Address

UNION

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

By_____
President

By_____
Business Manager

LETTER OF INTENT

Composite Crew Pay

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

SIGNED ON BEHALF OF IRON
WORKERS LOCAL 396

(s)_____

(s)_____

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

(s)_____

(s)_____

LETTER OF INTENT

Iron Workers Local 396 has agreed to pursue and implement before August 08, 2008: In order to promote a safer working environment, the Union has adopted a program to enable all employees (Journeymen and Apprentices) covered by this Agreement to complete the OSHA 10- hour Safety Training Course by **? date**.

The Directors of IMPACT and (CISAP) Construction Industry Substance Abuse Program will work to coordinate the two programs so that the CISAP Contractors are credited for a portion of their contribution to IMPACT. (That is, they are not paying twice for the same drug testing service.)

SIGNED ON BEHALF OF IRON
WORKERS LOCAL 396 _____

SIGNED ON BEHALF OF THE
BUILDERS ASSOCIATION _____

EXHIBIT
tabbies
3

AFFIDAVIT

OF

BILL BRENNELL

RE: In the Matter of Objection to Annual Wage Order Number 20 Issued in March 2013, as it Pertains to the Occupational Titles of "Iron Worker" in Montgomery and Phelps Counties, Missouri, Which Counties Are Within the Geographic Jurisdiction of Iron Workers Local No. 396

COMES NOW Affiant, BILL BRENNELL, and being first duly sworn, deposes and states as follows:

Q. State your name.

A. *BILL BRENNELL.*

Q. State your business address.

A. *2500 59TH St., St. Louis, MO 63110.*

Q. What is your occupation?

A. *I am President and Business Agent for Iron Workers Local No. 396 (the "Union").*

Q. Describe your duties as in this capacity.

A. *I am responsible for the enforcement of collective bargaining agreements entered into by the Union and signatory contractors throughout numerous Counties in Eastern Missouri, including Montgomery and Phelps Counties,*

which are the subject of this Objection. Together with the Business Manager and Business Representatives, we ensure enforcement of applicable collective bargaining agreements and service those agreements. We also ensure the Union's continual compliance with the International Constitution as well as with its Local Constitution and By-Laws. We also monitor compliance with the Prevailing Wage Act and participate in the annual survey of construction wage rates.

Q. Are the hourly rates and fringe benefit rates for the "Ironworker" Occupational Title included in proposed Annual Wage Order No. 20 in Montgomery and Phelps Counties the Union's collectively bargained rates?

A. *No.*

Q. Do you have additional information showing hours worked by members of Local 396 in Montgomery and Phelps Counties?

A. *Yes. In Montgomery County, 5 hours were reported in the survey. The Union has evidence of 8 hours. In Phelps County, 81 hours were reported. Contractors signatory with the Union have 557 hours in that County. I am attaching copies of letters from contractors establishing these hours.*

Q. What would the result be if the Union's hours were accepted?

A. The Union's rates would prevail in these Counties.

Q. What are the Union's hourly and overtime rates in these counties?

A. *Montgomery County: $27.81 per hour, with a fringe benefit of $21.04 (no BIAF);*

Phelps County: $27.81 per hour, with a fringe benefit of $21.04 (no BIAF).

Q. Do you believe there is an error in the Proposed Annual Wage Order No. 18 for Montgomery and Phelps Counties with respect to the issue of the Overtime Schedule for the Occupational Title of Ironworker?

A. *Yes. The overtime provisions should be revised to reflect the Union's collective bargaining agreement(s) in Montgomery and Phelps Counties with respect to overtime, as follows:*

> Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

Q. Do you believe there is an error in the Proposed Annual Wage Order No. 20 for Montgomery and Phelps Counties with respect to the issue of the Holiday Schedule for the Occupational Title of Ironworker?

A. *Yes. The overtime provisions should be revised to reflect the Union's collective bargaining agreement(s) in Montgomery and Phelps Counties with respect to overtime, as follows:*

> All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

FURTHER AFFIANT SAYETH NAUGHT.

x Bill Brennell
BILL BRENNELL

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

COMES NOW BILL BRENNELL, the Affiant herein, being duly sworn upon his oath, deposes and states that the facts contained in the foregoing "Affidavit of Bill Brennell" are true and correct to the best of his knowledge, information and belief.

x Bill Brennell
BILL BRENNELL

Subscribed and sworn to before me, a Notary Public, this 1st day of April, 2013.

Linda K. Ulery
NOTARY PUBLIC

My Commission Expires:

LINDA K. ULERY
Notary Public - Notary Seal
STATE OF MISSOURI, ST. LOUIS COUNTY
MY COMMISSION EXPIRES AUGUST 25, 2015
COMMISSION #11538574

F:\Users\JRK\Iron 396\AWO 20\Brennell Affidavit.docx

Jay Kimmey

From: Bill Brennell [bbrennell.lu396@att.net]
Sent: Thursday, March 28, 2013 1:56 PM
To: Jay Kimmey
Subject: Fw: Original email to Brennell from Collins & Hermann

FYI, Jay

Bill Brennell
President/Business Agent
Iron Workers Local #396

----- Forwarded Message ----
From: Tracy Kipper <tkipper@collinsandhermann.com>
To: Bill Brennell <bbrennell.lu396@att.net>
Sent: Tue, March 12, 2013 10:57:03 AM
Subject:

Bill,

I came up with the following hours:

Phelps – 86
Montgomery – 8

Tracy

Tracy Kipper
Payroll Manager
Collins and Hermann, Inc.

St. Louis, MO | Kansas City, KS | Tulsa, OK
Phone: 314-869-8000 x3063 | Fax: 314-869-8498
tkipper@collinsandhermann.com
Celebrating 35 years of success and growth in the Construction industry.

Collins & Hermann, Inc. ...Celebrating 35 years of success and growth in the construction industry.

Jay Kimmey

From: Bill Brennell [bbrennell.lu396@att.net]
Sent: Thursday, March 28, 2013 1:55 PM
To: Jay Kimmey
Subject: Fw: Hrs - Phelps Co. 2012-Original email to Brennell

FYI, Jay

Bill Brennell
President/Business Agent
Iron Workers Local #396

----- Forwarded Message ----
From: "AAE1@aol.com" <AAE1@aol.com>
To: bbrennell.lu396@att.net
Sent: Tue, March 12, 2013 10:27:38 AM
Subject: Hrs - Phelps Co. 2012

Bill,

Listed below are hours worked in Phelps Co. We had **no** hours in Montgomery Co. for 2012.

Columbia College - Rolla	256 hrs
Rolla High School	215 hrs

Any questions, give us a call.

Susie Akins
A-H Steel Erectors
12390 Hwy YY
Harrisburg MO 65256
(573) 874-2539
(573) 449-5207 fax
AAE1@aol.com