

**APPENDICES  
FOR  
FORT MADISON**

**SOUTHEAST IOWA BUILDING & CONSTRUCTION TRADES COUNCIL**

**PROJECT LABOR AGREEMENT**

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**APPENDIX I**  
**CRAFT: HEAT & FROST INSULATORS AND ASBESTOS WORKERS**

Wage & Fringe Benefit Schedule March 15, 2010, through May 31, 2010
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	Wage per Hour	H&W	Def Ben Pension	RET-SAV	APP / TRNG	Int. App Fund	TOTAL
Journeyman	\$27.86	\$5.00	\$8.50	\$2.50	\$0.80	\$0.05	\$44.71
Foreman (Crew of 7 or less)	\$29.06	\$5.00	\$8.50	\$2.50	\$0.80	\$0.05	\$45.91
Foreman (Crew of 8 or more)	\$30.56	\$5.00	\$8.50	\$2.50	\$0.80	\$0.05	\$47.41
General Foreman	\$31.56	\$5.00	\$8.50	\$2.50	\$0.80	\$0.05	\$48.41
Apprentice Level	Wage per Hour	H&W	Def Ben Pension	RET-SAV	APP / TRNG	Int. App Fund	TOTAL (Straight)
I (50%)	\$14.28	\$5.00	\$0.00	\$3.50	\$0.80	\$0.05	\$ 23.63
II (60%)	\$17.14	\$5.00	\$0.00	\$3.50	\$0.80	\$0.05	\$26.49
III (70%)	\$19.29	\$5.00	\$8.50	\$2.50	\$0.80	\$0.05	\$36.14
IV (80%)	\$22.15	\$5.00	\$8.50	\$2.50	\$0.80	\$0.05	\$39.00

The following are to be deducted from the employees' net wages:

1. Dues: 1<sup>st</sup> Year App (\$0.60 per hour); 2<sup>nd</sup> Year App (\$0.90 per hour); 3<sup>rd</sup> Year App. (\$1.65 per hour); 4<sup>th</sup> Year App. (\$1.65 per hour); Journeyman (\$1.65 per hour), if authorization form has been submitted per Article XIV.
2. Market Recovery Fund: 1<sup>st</sup> Year App (\$0.10); All Others (\$0.25), if authorization form has been submitted per Article XIV.

**June 1, 2010 through May 31, 2011**

Journeyman compensation package will increase by \$1.70, to be distributed per vote of membership before June 1, 2010. Apprentice compensation package will increase accordingly. An updated breakdown of the compensation package will be provided in a timely manner.

**June 1, 2011 through May 31, 2012**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**June 1, 2012 through May 31, 2013**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**June 1, 2013 through May 31, 2014**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

I. HOLIDAYS

In addition to the provisions of Article XV, the following terms apply to the Heat, Frost Insulators and Asbestos Workers Local 81.

1. Martin Luther King Day;

II. A. REPORTING PAY

1. No work available/No Fault of Employer: 2 Hours
2. Employer at Fault:
  - a. Work Not Commenced: 4 Hours
  - b. Where over 4 Hours Worked then Ceased: 8 Hours
3. Work Commenced then Stopped:
  - a. minimum 4 hours;
  - b. if over 4 hours worked then number of hours rounded up to next full hour.

B. SHIFT DIFFERENTIAL (applies to all shifts starting after 3:00)

1. Second Shift – \$1.25
2. Third Shift – \$1.25

C. OVERTIME

1. Over 8 hours per day: one and on-half time applicable rate
2. Saturday: one and one-half times applicable rate
3. Sunday and Observed Holiday (except for Labor Day): Double Time
4. Labor Day: Triple Time

D. MISCELLANEOUS

1. HIGH PAY:

- a. Any worker required to perform any work between fifty (50) feet and one hundred (100) feet above the ground shall be paid \$1.00 per hour above the appropriate hourly wage rate. All work above 100 feet shall be paid \$1.00 per hour above the applicable rate **plus** \$0.50 per hour for each fifty (50) foot increment above one hundred (100) feet. This premium shall not apply where platform or basket mechanical lifts are used, except where platform or mechanical lifts exceed eighty (80) feet.
- b. Employees performing work in Bosun's chair or swinging stage suspended by ropes, cable and/or other supporting decices, regardless of height shall be paid \$1.50 in addition to the applicable rate.

2. RATIOS:

There shall be 3 journeymen per one apprentice. An apprentice shall only be hired after 3 journeymen are on the job.



Whenever there is work remaining on the job for one or more employees, which the Steward on the job is qualified to perform, reduction in force shall not be good cause for discharge of such Steward, and such Steward shall not be discharged without the mutual approval of the Business Manager and the Contractor.

3. PER DIEM/BOARD PAY: the per diem board allowances shall be twenty-four dollars (\$24) per day.

### III. HIRING

A basic hiring system is run. The Union maintains a list and Contractors call and union refers out members/non-members. If the Union is unable to get workers to the Contractor within 48 hours, then the Contractor is able to use their own means for hiring. See Article IV, Section 7 of the Project Labor Agreement regarding job referral.

#### PHONE NUMBER AND CONTACT FOR REFERRALS

Curtis Wisely  
Business Manager & Corresponding Secretary  
5000 J Street, SW, Room 201  
Cedar Rapids, IA 52404  
Phone: (319) 362-8233 / Fax: (319) 362-1586

### IV. NAME AND ADDRESS OF ALL FRINGE BENEFIT FUNDS

All fringe benefit contributions and payroll deductions are to be sent by the last day of the month following the month for which contributions are being submitted to the following address:

ALL LOCAL FUNDS: Quad City Bank & Trust  
Attn: Deb Anderson, Trust Dep't  
3551 – 7<sup>th</sup> Street, Velie Plantation  
Moline, IL 61265

DUES & INT'L APPRENTICE FUND  
Asbestos Workers Local #81  
P.O. Box 66  
Cambridge, IL 61238

### V. LOCAL UNION CONTACT

Curtis R. Wisely, Business Manager  
Business Manager and Corresponding Secretary  
5000 J Street S.W., Room 201  
Cedar Rapids, IA 52404  
Phone: (319) 362-8233 / Fax: (319) 362-1586

APPENDIX II  
CRAFT: BOILERMAKERS

Wage & Fringe Benefit Schedule March 15, 2010 – December 31, 2011
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	Wage per hour	H&W	Pension	Annuity	Apprentice/ MOST	Local 83 Supp T&E	Local 83 Supp H&W Fund	Total
Journeyman	\$32.31	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$54.21
Foreman	\$34.81	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$56.71
General Foreman	\$36.31	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$58.21
Apprentice	Wage per hour	H&W	Pension	Annuity	Apprentice/ MOST	Local 83 Supp T&E	Local 83 Supp H&W Fund	Total
I (70%)	\$22.69	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$44.59
II (72½%)	\$23.50	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$45.40
III (75%)	\$24.31	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$46.21
IV (77½%)	\$25.12	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$47.02
V (80%)	\$25.93	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$47.83
VI (85%)	\$27.55	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$49.45
VII (90%)	\$29.17	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$51.07
VIII (95%)	\$30.79	\$7.07	\$8.04	\$4.80	\$0.64	\$0.35	\$1.00	\$52.69

Health & Welfare, Local 83 Supplemental Health & Welfare, Pension and Annuity contributions are made on a per hour paid basis, that is 1-1/2 times the contribution rate for time and one-half hours and 2 times the contribution rate for double time hours

Local 83 Supplemental Training & Education Fund and Apprentice contributions are made on a per hour work basis.

In addition, any increase in the Health & Welfare contribution rate will be paid by the Employer over and above the scheduled increase in the compensation package.

The following are to be deducted from the employees' net wages:
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|--|
| 1. Vacation: \$1.05 per hour, to be deducted from all employees' net wages<br>2. Dues: 4.5% of gross if authorization form has been submitted as per Article XIV |
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**January 1, 2012 through December 31, 2012**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**January 1, 2013 through December 31, 2013**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**January 1, 2014 through December 31, 2014**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

I. HOLIDAYS

1. Holidays shall be observed as per Article XV of the Project Labor Agreement.
2. Where a Holiday falls on Saturday it shall be observed on the preceding Friday.

II. A. REPORTING PAY

1. Should an employee be required by the Employer to report for work and not given work he shall receive two (2) hours pay at the applicable rate.
2. Any employee starting to work or called to work after starting time, Monday through Sunday, shall receive at the applicable rate not less than four (4) hours pay and if such employee is required to continue on the second period of the shift, he shall receive not less than a full day's pay.
3. The requirements of subsections 1 and 2, above, shall not apply where the employee is laid off by reason of bad weather, breakdown of machinery or any other cause beyond the direct control of Employer, in which event he shall be paid at the applicable rate, (1) not less than two hours pay, (2) for the time actually worked, or (3) the time required to remain on the job, whichever is greater.

B. SHIFT DIFFERENTIAL

1. 7-1/2 hours worked for 8 hours pay plus \$.25 per hour
2. 7 hours worked for 8 hours pay plus \$.50 per hour

C. OVERTIME

1. Over 8 hours per day – 1 ½ times straight time rate
2. Overtime is before 8:00 a.m. and after 4:30 p.m.
3. All work on Saturday is at 1-1/2 times the straight time rate.



4. All work on Sunday and Holiday's shall be paid at two (2) times the straight time rate.

### III. MISCELLANEOUS

1. There shall be one (1) foreman where ten (10) or less Boilermaker employees are employed.
2. There shall be one (1) general foreman where 11 or more Boilermaker employees are employed. This foreman shall not work with the tools but act in a supervisory capacity.
3. The Employer may employ one (1) apprentice for every five (5) journeymen. The Employer may hire an apprentice after one (1) journeyman has been hired and a second apprentice after six (6) journeymen have been hired.
4. Whenever there is work remaining on the job for one or more employees, which the Steward on the job is qualified to perform, reduction in force shall not be good cause for discharge of such Steward, and such Steward shall not be discharged without the mutual approval of the Business Manager and the Contractor.

### IV. HIRING

The Employer shall, under the terms of this Agreement, request the Union to furnish all competent, drug-screened and qualified field construction boilermakers, boilermaker apprentices and other applicable classifications in this Agreement. In requesting the Union to furnish applicants, the Employer shall notify the Union either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

In the event the Union is unable to fill the requisition for application within forty-eight (48) hours (Saturdays, Sundays and holidays excepted), the Employer may employ applicants from any other available source.

**Non-Discriminatory Referral:** The Union and Employer agree that referral of all classifications of construction boilermakers shall be on the following basis:

Competent and qualified registrants shall be referred from the out-of-work lists in a non-discriminatory manner consistent with the terms and ratios of Article IV. This shall be done immediately and in accordance with the requirements of the Employer's job.

Selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon, nor in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

The Employer retains the right to reject any job applicant referred by the Union. In the event the Employer does reject the job applicant, his position on the out-of-work list shall not be affected.

The Union and the Employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of these rules and standards.

The first two employees on a job shall be the foreman, selected by the Employer, and the steward, selected by the Business Manager, regardless of their positions on the out-of-work list. For a job under the terms of this Agreement, the Employer may select a maximum additional boilermaker employees by name as provided by Article IV. Additional employees required for the job will be obtained in accordance with the Referral Rules.

PHONE NUMBER AND CONTACT FOR REFERRALS

Clayton Knepp: (816) 523-8300 ext. 110

Tom Burgess: (816) 523-8300 ext. 107

V. NAME AND ADDRESS OF ALL FRINGE BENEFIT FUNDS

Boilermaker-Blacksmith National Pension Fund  
Boilermakers National Health & Welfare Fund  
754 State Avenue, Suite 522  
Kansas City Kansas 66101

Boilermakers National Annuity Trust  
754 Minnesota Avenue, Suite 400  
Kansas City Kansas 66101

Mobilization, Optimization, Stabilization &  
Training Fund  
753 State Avenue, Suite 800  
Kansas City Kansas 66101

Boilermakers Local No. 83  
5910 East 86<sup>th</sup> Street  
Kansas City Missouri 64138

VI. LOCAL UNION CONTACT

Randy Cruse, Business Manager  
Boilermakers Local Lodge No. 83  
Phone: 816-523-8300  
Fax: 816-523-2832  
Email: [randy@bml83.org](mailto:randy@bml83.org)

Tom Dye, East Iowa Agent  
Boilermakers Local Lodge 83  
Phone: 515-783-5589  
Fax: 515-981-5039  
Email: [tom@bml83.org](mailto:tom@bml83.org)

### APPENDIX III

#### CRAFT: BRICKLAYERS, MARBLE AND STONE MASONS, TILE LAYERS, TERAZZO WORKERS, POINTERS, CAULKERS AND CLEANERS

<b>Wage &amp; Fringe Benefit Schedule</b> <b>March 15, 2010 – April 30, 2011</b>
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	Wage per hour	Trowel Trades H&W	Int'l Pension/ IPF-PPA	Iowa Builders Retirement Fund	Apprentice / Training+ Bldg. Fund	Internl Masonry Institute	Total
Journeyman	\$24.62	\$5.20	\$0.58	\$2.25	\$0.15	\$0.20	\$33.00
Foreman	Negotiated amount per hour above journeyman rate	\$5.20	\$0.58	\$2.25	\$0.15	\$0.20	Negotiated amount
Apprentice Level	Wage	H&W	Int'l Pension	Iowa Builders Retirement Fund	Apprentice / Training+ Bldg. Fund	Internl Masonry Institute	Total
I – First 6 months	\$13.54	\$5.20	\$0.58	\$2.25	\$0.15	\$0.20	\$21.92
II – Second 6 months	\$14.77	\$5.20	\$0.58	\$2.25	\$0.15	\$0.20	\$23.15
III – Second Year 70%	\$17.23	\$5.20	\$0.58	\$2.25	\$0.15	\$0.20	\$25.61
IV – Third Year 80%	\$19.70	\$5.20	\$0.58	\$2.25	\$0.15	\$0.20	\$28.08
V – Fourth Year 90%	\$22.16	\$5.20	\$0.58	\$2.25	\$0.15	\$0.20	\$30.54

The following are to be deducted from the employees' net wages:

1. Dues 2.5% of the total package if authorization form has been submitted as per Article XIV.

**May 1, 2011 through April 30, 2012**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**May 1, 2012 through April 30, 2013**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**May 1, 2013 through April 30, 2014**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

- I. A. HOLIDAYS
    - 1. Holidays shall be observed as per Article XV of the Project Labor Agreement.
  - B. REPORTING PAY
    - 1. Two hours except when caused by inclement weather
  - C. SHIFT DIFFERENTIAL
    - 1. Second shift – 8 hours pay for 7 ½
    - 2. Third shift – 8 hours pay for 7 hours worked
  - D. OVERTIME
    - 1. Time and one-half (1- ½) shall be paid for any work before and after the normal working hours, Monday through Friday, and all work performed on Saturday, except that time and one-half (1-½) shall apply to only two (2) overtime hours in any one day, Monday through Friday, and eight (8) hours only on Saturday. All other overtime, including all work performed on Sundays and holidays, or days celebrated as such, shall be preformed at double the hourly rate.

If any other bricklayer of the Contractor is working overtime the same time other bricklayers are working overtime, and is receiving time and one-half (1-½) per hour or more for overtime work, then the Bricklayer employees shall receive the same overtime rate as those other employees. Foremen will be excluded.
- II. MISCELLANEOUS
    - 1. There shall be one (1) foreman where two (2) or more Bricklayer employees are employee and the foreman shall be a bricklayer employee covered by this contract.
    - 2. Apprentices



- a. On a project the first bricklayer hired must be a journeyman, the second bricklayer hired may be an apprentice.
- b. After the initial journeyman and apprentice are hired for each project, the remainder of the employer's total work force (on all projects) may reflect the following ratios:

An employer hiring four (4) additional journeymen will be allowed to employ one (1) additional apprentice. After that, one (1) apprentice will be allowed for each five (5) additional journeymen employed.

### III. HIRING

The Employer shall notify the Local forty-eight (48) hours in advance of all job openings on the project covered by this Agreement. As per Article IV's terms and ratios, the Employer agrees that the Local will be provided the opportunity to refer seven (7) of the first fourteen (14) employees hired on this project.

#### PHONE NUMBER AND CONTACT FOR REFERRALS

Terry Stevens  
International Union of Bricklayers and Allied Craftworkers Local Union No. 3 of Iowa  
2425 Delaware  
Des Moines, IA 50317  
Tel: 515-262-7445  
Fax: 515-262-6004

### IV. NAME AND ADDRESS OF ALL FRINGE BENEFIT FUNDS

All fringe benefit contributions and payroll deductions are to be sent by the 15<sup>th</sup> of the month following the month for which contributions are being submitted to the following address:

Iowa Builders Retirement Fund  
MAC N8263-013  
150 1<sup>st</sup> Ave. NE, 1<sup>st</sup> Floor  
Cedar Rapids, Iowa 52401  
  
Bricklayers International Pension Fund  
DEPT 400  
Washington, D.C. 20055-0400  
  
B.A.C. Local 3 Iowa  
P.O. Box 4824  
Des Moines, IA 50305-4824

### V. LOCAL UNION CONTACT

Terry Stevens, Business Manager	
International Union of Bricklayers and Allied Craftworkers Local Union No. 3 of Iowa	
2425 Delaware	
Des Moines Iowa 50317	Jeff Smith, Business Agent
(515) 577-8647	(515) 577-8647
(515) 262-7445	
(515) 262-6004, Fax	

APPENDIX IV  
CRAFT: CARPENTERS

Wage & Fringe Benefit Schedule March 15, 2010, through April 30, 2010
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	Wage per hour	H&W	Pension	Apprentice / Training	Total
Journeyman	\$23.00	\$6.00	\$4.89	\$0.36	\$34.25
Welder Journeyman	\$23.50	\$6.00	\$4.89	\$0.36	\$34.75
Foreman	\$24.25	\$6.00	\$4.89	\$0.36	\$35.50
General Foreman	\$25.00	\$6.00	\$4.89	\$0.36	\$36.25
Apprentice Level	Wage	H&W	Pension	Apprentice / Training	Total
I (First year; First 6 months)	\$13.80	\$6.00	\$4.89	\$0.36	\$25.05
II (First year; Second 6 months)	\$14.95	\$6.00	\$4.89	\$0.36	\$26.20
III (Second year; First 6 months)	\$16.10	\$6.00	\$4.89	\$0.36	\$27.35
IV (Second year; Second 6 months)	\$17.25	\$6.00	\$4.89	\$0.36	\$28.50
V (Third year; First 6 months)	\$18.40	\$6.00	\$4.89	\$0.36	\$29.65
VI (Third year; Second 6 months)	\$19.55	\$6.00	\$4.89	\$0.36	\$30.80
VII (Fourth year; First 6 months)	\$20.70	\$6.00	\$4.89	\$0.36	\$31.95
VIII (Fourth year; Second 6 months)	\$21.85	\$6.00	\$4.89	\$0.36	\$33.10

The following are to be deducted from the employees' net wages:

1. Working dues: 3% of gross wages (for journeyman and apprentice), if authorization form has been submitted as per Article XIV.
2. Building Trade/Local Union/Market Recovery: .10 per hour for hours worked (for journeyman and apprentice), if authorization form has been submitted as per Article XIV.

**May 1, 2010 through April 30, 2011**

Journeyman compensation package will increase by \$1.37, to be distributed per vote of membership before May 1, 2010. Apprentice compensation package will increase accordingly. An updated breakdown of the compensation package will be provided in a timely manner.

**May 1, 2011 through April 30, 2012**

Compensation package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. Apprentice compensation package will increase accordingly. An updated breakdown of the compensation package will be provided in a timely manner.

**May 1, 2012 through April 30, 2013**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**May 1, 2014 through April 30, 2014**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

I. HOLIDAYS:

1. Holidays shall be observed as per Article XV of the Project Labor Agreement.

II. A. REPORTING PAY

1. If employee reports to work and is not put to work for reasons other than adverse weather conditions or for reasons beyond reasonable control of the contractor he/she shall be paid two (2) hours pay.

B. SHIFT DIFFERENTIAL

1. Second shift – 8 hours regular time pay for 7 ½ hours worked.  
Third shift – 8 hours regular time pay for 7 hours worked.

C. OVERTIME

1. Over 8 hours per day – 1 ½ times straight time rate.
2. Saturday – 1-½ times straight time rate for all hours worked.

III. MISCELLANEOUS

1. Any carpenter employee that directs the work of other workers at various locations and/or performs as intermediary between job superintendent and other foreman shall be a general foreman and shall be paid not less than \$2.00 per hour above journeyman scale plus fringe benefits as set forth in the Central Carpenters Fringe Benefit Program.

2. Each contractor signatory to this contract shall hire apprentices on a minimum ratio basis of one (1) apprentice for the first four (4) journeymen.

All wages shall be paid by check with a check stub or slip attached showing an itemized list of all deductions and also the number of straight time hours and overtime hours and the rates of pay per hour.

All wages shall be paid regularly once a week on the jobsite by check or by electronic fund transfer, no later than 4:00 p.m. on the regular payday each week. The Employer must insure that the Employee receives their pay with no more than five (5) days pay held back.

If the Employer fails to have sufficient funds in the bank to meet all paychecks issued to employees and if full payment has not been made by the following payday, the Employer shall be required to pay by certified check in the future.

#### IV. HIRING

The Employer recognizes the Union as a principal source of employees to perform the work covered by this Agreement and agrees to give the Union first opportunity to provide the employees needed.

The Employer shall call for the employees with no less than twenty-four (24) hours notice, if needed to furnish carpenters for any job.

The Union agrees to make every effort to refer carpenters possessing the qualifications as requested by the Employer and that its selection of carpenters for referral shall be on a non-discriminatory basis and in compliance with the laws of the State of Iowa.

Nothing in this Article (Art. VII; Collective Bargaining Agreement) shall prohibit the Employer from obtaining employees from other sources; however, the Employer agrees to notify the Union of such hiring within forty-eight (48) hours of their occurrence. It is hereby declared to be the policy and intent of both parties to this Agreement that employment shall be on the basis of qualifications alone without regard to age, sex, race, creed, color or national origin.

#### PHONE NUMBER AND CONTACT FOR REFERRALS

Shane Merrick, Business Representative  
Chicago Regional Council of Carpenters, Local 1260  
705 S. Clinton  
Iowa City, IA 52240  
319-338-1638

#### V. NAME AND ADDRESS OF ALL FRINGE BENEFIT FUNDS

All fringe benefit contributions and payroll deductions are to be sent by the 15<sup>th</sup> of the month following the month for which contributions are being submitted to the following address:

Eastern Iowa Fringe Benefit Fund Corporation  
1831 16<sup>th</sup> Avenue SW  
Cedar Rapids, IA 52404  
319-362-6062



(Health & Welfare, Apprenticeship, Building Trade/Market Recovery, Dues)

Carpenters Benefits Fund of Illinois

P.O. Box 4001

Geneva, IL 60134

800-448-5825

VI. LOCAL UNION CONTACT

Shane Merrick

Business Representative

Chicago Regional Council of Carpenters, Local 1260

705 S. Clinton

Iowa City, IA 52240

(319) 338-1638 (phone) / (319) 338-3714 (fax)

## APPENDIX V

### CRAFT: CEMENT MASONS LOCAL 21 AREA 561

**Wage & Fringe Benefit Schedule**  
**March 15, 2010, through April 30, 2010**

	Wage per hour	H&W	Pension	Apprentice / Training	Total
Journeyman	\$ 24.83	\$5.30	\$5.87	\$0.32	\$ 36.42
Foreman	\$ 25.83	\$5.30	\$5.87	\$0.32	\$ 37.42
Apprentice Level	Wage	H&W	Pension	Apprentice / Training	Total
I	\$14.99	\$5.30	\$5.87	\$0.32	\$26.48
II	\$17.76	\$5.30	\$5.87	\$0.32	\$29.25
III	\$20.13	\$5.30	\$5.87	\$0.32	\$31.62
IV	\$21.31	\$5.30	\$5.87	\$0.32	\$32.80

The following are to be deducted from the employees' net wages:

1. Local #21 Member Savings Plan - \$0.30 per hour for Journeyman, Foreman, Apprenticeship all levels, if authorization form has been submitted as per Article XIV.
2. OP & CMA Dues Check Off - \$1.40 per hour for Journeyman, Foreman, Apprenticeship all levels, if authorization form has been submitted as per Article XIV.

#### **May 1, 2010 through April 30, 2011**

Journeyman compensation package will increase by \$1.51, to be distributed per vote of membership before May 1, 2010. Apprentice compensation package will increase accordingly. An updated breakdown of the compensation package will be provided in a timely manner.

#### **May 1, 2011 through April 30, 2012**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

#### **May 1, 2012 through April 30, 2013**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**May 1, 2013 through April 30, 2014**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

- I. A. HOLIDAYS
  - 1. Holidays shall be observed as per Article XV of the Project Labor Agreement.
  - 2. If any of these days except Veterans Day falls on a Saturday, the Holiday shall be observed on the preceding Friday.
- B. REPORTING PAY
  - 1. Two (2) hours pay for reporting unless no work due to inclement weather.
- C. SHIFT DIFFERENTIAL PAY
  - 1. Third shift – eight (8) hours pay for 6 ½ hours worked.
- D. OVERTIME
  - 2. Over eight (8) hours per day – 1 ½ times straight time rate.  
1 ½ paid before and after the normal work hours.
  - 3. Saturday 1 ½ times the straight time rate for first eight (8) hours; two times the straight time rate for all hours in excess of eight (8) hours.
- E. SPECIAL PROVISIONS
  - 4. Any time a cement finisher has worked six (6) hours in a day, and there is no longer work available, he shall be paid eight (8) hours.
  - 5. At least two (2) cement finishers will work on all overtime.
  - 6. If an employee works through the established lunch period, he shall be paid time and one-half for the lunch period.
  - 7. There shall be no split shifts; cement finishers that begin a pour shall finish the slab.
- II. MISCELLANEOUS
  - 1. There shall be one (1) foreman where two (2) or more cement mason employees are employed.
  - 2. Apprentices may be employed on the following basis:
    - a. On any project, the first hired must be a journeyman, the second hired may be an apprentice.
    - b. After the initial journeyman and apprentice are hired for each project, the remainder of the employer's total work force (on all projects) may reflect the following ratios:  
  
An employer hiring two (2) additional journeymen will be allowed to employ one (1) additional apprentice. After that, one more apprentice will be allowed for each two (2) additional journeymen employed.

### III. HIRING

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area, and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

The Union shall be the sole and exclusive source of referral of applicants for employment. Consistent with the terms and ratios of Article IV, for the first fourteen (14) cement mason worker hired, the Union recognizes the Employer's right to call for seven (7) core employees by name. Thereafter, consistent with Article IV's terms and ratios, hiring will be as follows:

The Union will refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect of obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure:

The Union shall maintain a register of applicants for employment established on the basis "first in, first out." The Union shall maintain an "out-of-work list" which shall list the names of available mechanics and apprentices in chronological order of the dates they register their availability for employment. The Employer shall have the right to request an employee with special skills.

If the registration list and the Local Union is unable to refer applicants for employment to the Employer within twenty-four (24) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicant must be reported to the Union as per Article IV.

#### PHONE NUMBER AND CONTACT FOR REFERRALS

Johnnie Burke (319) 551-3386

### IV. NAME AND ADDRESS OF ALL FRINGE BENEFIT FUNDS

All fringe benefit contributions and payroll deductions are to be sent by the 15<sup>th</sup> of the month following the month for which contributions are being submitted to the following address:

OPCMIA Local 561 Retirement Plan  
Qualified Plan Service  
Attn: D. Verhille  
P.O. Box 1863  
Cedar Rapids, IA 52406-1863

Cement Masons & Plasterers Local 518 Welfare Fund  
Local # 21 Fringes  
P.O. Box 157  
Des Moines, IA 50301



Local #21 Member Savings Plan  
Local # 21 Fringes  
P.O. Box 157  
Des Moines, IA 50301

Des Moines Cement Mason  
Apprenticeship and Training Trust Fund  
Local # 21 Fringes  
P.O. Box 157  
Des Moines, IA 50301

OP & CMIA Dues Check Off  
Local # 21 Fringes  
P.O. Box 157  
Des Moines, IA 50301

Contract Administration Fee  
Local # 21 Fringes  
P.O. Box 157  
Des Moines, IA 50301

V. LOCAL UNION CONTACT

Johnnie Burke  
1224 E. Diehl Ave.  
Des Moines, IA 50315  
Fax: 319-393-7748  
E-mail:[burkejohnnie@aol.com](mailto:burkejohnnie@aol.com)

APPENDIX VI  
CRAFT: ELECTRICIANS

Wage & Fringe Benefit Schedule March 15, 2010, through May 31, 2011
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	Wage per hour	H&W	Pension	NEBF	Apprentice / Training
Journeyman	\$26.05	\$5.20	\$5.50	3% of gross	1% of gross + \$0.15 per hour
Foreman	\$27.55	\$5.20	\$5.50	3% of gross	1% of gross + \$0.15 per hour
General Foreman	\$28.05	\$5.20	\$5.50	3% of gross	1% of gross + \$0.15 per hour
APPRENTICE	Wage per hour	H&W	Pension	NEBF	Apprentice / Training
1st - 50%	\$13.03	\$5.20	\$0.00	3% of gross	1% of gross + \$0.15 per hour
2nd - 55%	\$14.33	\$5.20	\$0.00	3% of gross	1% of gross + \$0.15 per hour
3rd - 60%	\$15.63	\$5.20	\$3.30	3% of gross	1% of gross + \$0.15 per hour
4th - 65%	\$16.93	\$5.20	\$3.58	3% of gross	1% of gross + \$0.15 per hour
5th - 75%	\$19.54	\$5.20	\$4.13	3% of gross	1% of gross + \$0.15 per hour
6th - 85%	\$22.14	\$5.20	\$4.68	3% of gross	1% of gross + \$0.15 per hour

- |  |
|--|
| 1. Vacation – \$0.60 per hour.<br>2. Dues – Working dues deducted per dues checkoff of 4% of gross wages, if authorization form has been submitted as per Article XIV. |
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**June 1, 2011 through May 31, 2012**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.
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**June 1, 2012 through May 31, 2013**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**June 1, 2013 through May 31, 2014**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

I. HOLIDAYS

1. Holidays shall be observed as per Article XV of the Project Labor Agreement.
2. Saturday holidays observed on Friday.
3. No work performed on Labor Day, except in emergency cases as decided by the Business Manager.

II. A. REPORTING PAY

1. When men are directed to report to a job and do not start work due to conditions or causes beyond their control, they shall receive two (2) hours pay unless so notified one (1) hour before start time. The Employer shall notify either the steward or foreman who shall notify the affected employees. In the event men start work and are then forced to quit due to conditions or causes beyond their control, they shall receive at least four (4) hours pay. If the work extends beyond one-half the work day, then the full eight hours shall be paid. The above conditions referring to the four and eight hours shall not apply when work stops due to an "act of God" or on overtime days.

B. SHIFT DIFFERENTIAL PAY

1. Second shift – 8 hours (4:30 p.m. to 12:30 a.m.): Workmen on the second (swing) shift shall receive eight (8) hours pay at the regular hourly rate plus 10% for eight (8) hours of work.
2. Third shift – 8 hours (12:30 p.m. to 8:00 a.m.): Workmen on the third shift (graveyard) shall receive eight (8) hours pay at the regular hourly rate plus 15% for eight (8) hours of work.

C. OVERTIME

1. Over 8 hours per day – 1 ½ times straight time rate.
2. All hours worked on Saturday to be paid at 1 ½ times the straight time rate.
3. Sunday and holidays shall be paid at double the straight time rate of pay.

III. RATIOS

**Foremen to Journeymen:** On all jobs requiring four (4) journeyman wiremen, one must be designated as foreman and shall be required to work with the tools, if designated by the Employer. When the eighth (8<sup>th</sup>) man, including apprentices, goes on the job, the foreman shall not be required to work with the tools. When jobs are large enough to require three (3) foremen, a general foreman shall be designated. The work crew shall be constituted in the following ratio:

Crew #1:	7 journeyman wiremen + 1 foreman
Crew #2:	7 journeyman wiremen + 1 foreman
Crew #3:	7 journeyman wiremen + 1 foreman. 21 journeyman wireman + 3 foremen and 1 general foreman

As the complement of journeymen on the job increases, then additional foreman and general foremen shall be designated in accordance with the above ratios. All foremen and general foremen shall be selected by the Employer.

No foremen of one job shall at the same time perform work on another job. On jobs having a foreman, employees are not to take directions or orders or accept layouts of any job except from the foreman.

**Journeymen to Apprentice:** Each job site shall be allowed a ration of 1 apprentice(s) for every 1 Journeyman Wiremen. The first person assigned to any job site shall be a Journeyman Wireman.

#### IV. MISCELLANEOUS

1. High Pay: when men are required to work fifty (50) feet above ground on structural steel towers, poles, substations or any other forms of open construction, they will be paid \$1.00 per hour above the applicable rate of pay. When men are required to work ninety (90) feet above the ground on structural steel towers, poles, substations or any other forms of open construction, they will be paid \$2.00 per hour above the applicable rate of pay. The premium payments do not apply to the construction of pole and steel tower transmission lines.
2. Low Pay: When men are required to work fifty (50) feet below ground level, they will be paid at \$1.00 per hour above the applicable rate of pay. When required to work ninety (90) feet below ground level, they will be paid \$2.00 per hour above the applicable rate of pay.
3. Non-Discrimination: No employee shall be discriminated against if he does not desire to work either above or below ground level.

#### V. HIRING

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area, and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

The Union shall be the sole and exclusive source of referral of applicants for employment.

The Employer shall have the right to reject any applicant for employment.



The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect of obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure:

The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

#### JOURNEYMAN/WIREMAN – JOURNEYMEN TECHNICIAN

- Group I. All applicants for employment who have four (4) or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by an Inside Joint Apprenticeship and Training Committee, and who has been employed performing electrical work for a period of at least one (1) year in the past four (4) years in the geographical jurisdiction covered by this Collective Bargaining Agreement.
- Group I(a). All applicants for employment who have four (4) or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by an Inside Joint Apprenticeship and Training Committee, and who has been employed performing electrical work for a period of at least one (1) year in the past four (4) years in the geographical jurisdiction of IBEW Local No. 347.
- Group II. All applicants for employment who have four (4) or more years experience in the trade and who have passed a journeyman's examination given by a duly constituted Inside Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.
- Group III. All applicants for employment who have four (4) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six (6) months in the last three (3) years in the trade under a Collective Bargaining Agreement between the parties to this agreement.
- Group IV. All applicants for employment who have worked at the trade for more than one (1) year.

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees."

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees," and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

"Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from the normal labor supply is secured: Dallas, Polk, Jasper, Madison, Warren Counties in Iowa.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

"Resident" means a person who has maintained his permanent home in the above-defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

"Examinations" – An "examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by a duly constituted Inside Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years experience at the trade.

The Union shall maintain an "out-of-work list" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

An applicant who has registered on the "out-of-work list" must renew his application every thirty (30) days or his name will be removed from the "list."

An applicant who is hired and who receives, through no fault of his own, work of fourteen (14) working days or less, shall, upon re-registration, be restored to his appropriate place within his Group.

Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I, in order of their place on the "out-of-work list" and then referring applicants in the same manner successively from the "out-of-work list" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within the Group

#### PHONE NUMBER AND CONTACT FOR REFERRALS

John C. Weyer, Business Manager  
International Brotherhood of Electrical Workers Local No. 13  
1205 Central Avenue  
Burlington IA 52601  
(319) 752-0452 Office & Fax

VI. NAME AND ADDRESS OF ALL FRINGE BENEFIT FUNDS

All fringe benefit contributions and payroll deductions are to be sent by the 15<sup>th</sup> of the month following the month for which contributions are being submitted to the following address:

Pension, Education, Vacation:      Wilson-McShane  
4200 University Avenue, Ste. 320  
West Des Moines, IA 50266

Health and Welfare:                      Dakotas Chapter NECA  
2901 First Ave., North  
Fargo, ND 58102-3001

NEBF: Iowa Chapter NECA  
2900 Westown Parkway, Suite D  
West Des Moines, IA 50266-1229

Working Dues: IBEW Local Union No. 13  
1205 Central Ave  
Burlington IA, 52601

VI. LOCAL UNION CONTACT

John C. Weyer, Business Manager  
International Brotherhood of Electrical Workers Local No. 13  
1205 Central Avenue  
Burlington IA 52601  
(319) 752-0452 Office & Fax

APPENDIX VII  
CRAFT: ELEVATOR CONSTRUCTORS

<b>Wage &amp; Fringe Benefit Schedule</b> <b>March 15, 2010 through December 31, 2010</b>
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	Wage per hour	H&W	Pension	Annuity	Vacation		Apprentice / Training	TOTAL
					(A)6% of hourly wage for employees with less than 5 years in industry	(B)8% of hourly wage for employees with 5 years or more in industry		
Journeyman	\$36.74	\$10.03	\$5.96	\$3.50	\$2.20	\$2.94	\$0.55	A=\$58.98 B=\$59.72
Foreman	\$41.33	\$10.03	\$5.96	\$3.50	\$2.48	\$3.31	\$0.55	A=\$63.85 B=\$68.44
Apprentice Level	Wage per hour	H&W	Pension	Annuity	Vacation		Apprentice / Training	TOTAL
					6% of hourly wage for employees with less than 5 years in industry	8% of hourly wage for employees with 5 years or more in industry		
I - 50%	\$18.37	---	---	---	---	---	---	\$18.37
II – 55%	\$20.21	\$10.03	\$5.96	\$3.50	\$1.21	\$1.62	\$0.55	A=\$40.91 B=\$41.87
III – 65%	\$23.88	\$10.03	\$5.96	\$3.50	\$1.43	\$1.91	\$0.55	A=\$45.35 B=\$45.83
IV – 70%	\$25.72	\$10.03	\$5.96	\$3.50	\$1.54	\$2.06	\$0.55	A=\$47.30 B=\$47.82
V- 80%	\$29.39	\$10.03	\$5.96	\$3.50	\$1.76	\$2.35	\$0.55	A=\$51.19 B=\$51.78
Helper – 70%	\$25.72	\$10.03	\$5.96	\$3.50	\$1.54	\$2.06	\$0.55	A=\$46.75 B=\$47.82

**January 1, 2011 through December 31, 2011**

Per the Collective Bargaining Agreement, the overall compensation package will increase by \$3.00 per hour effective January 1, 2011. The disbursement of the \$3.00 per hour increase amongst the various fringe benefit funds and employee wages shall be specified by the

Union. An updated breakdown of the compensation package will be provided in a timely manner.

**January 1, 2012 through July 8, 2012**

Per the Collective Bargaining Agreement, the overall compensation package will increase by \$3.00 per hour effective January 1, 2012. The disbursement of the \$3.00 per hour increase amongst the various fringe benefit funds and employee wages shall be specified by the Union. An updated breakdown of the compensation package will be provided in a timely manner.

**July 9, 2012 through December 31, 2012**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**January 1, 2013 through December 31, 2013**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**January 1, 2014 through December 31, 2014**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**DUES:** No dues check-off; paid directly to local, if authorization form has been submitted as per Article XIV. (based on 7 ½ hours of total mechanic/journeyman package. In addition, \$15 per quarter. 7 ½ hours plus \$15.00 per quarter.)

**I. HOLIDAYS**

In addition to the provisions of Article XV, the following terms apply to the Elevator Constructors:

**A. Eight paid holidays:**

All holidays are paid. Where a holiday falls on a Saturday it shall be observed on the preceding Friday.

To be eligible for a paid holiday, an employee must have been on the Employer's payroll within the calendar week, Sunday to Saturday inclusive, previous to the week in which the holiday occurs. "On the payroll" means that an employee must have performed actual work or have been on an authorized paid vacation. If an employee desires to extend his vacation beyond the earned paid vacation period, such extension of that time shall not be considered as "on the payroll."

Eligible employees shall be paid for the regular work day and the paid holidays enumerated in Par. 1 at the regular straight time rate of the



classification worked prior to the observance of the holiday. The rate of pay for all work performed on paid holidays

II. A. REPORTING PAY

1. Two (2) hours of show-up pay, except when no work is available for reasons beyond the control of the Employer.

B. SHIFT DIFFERENTIAL PAY (Under Special Conditions Only)

1. Second shift – 10% over scale, work 7 ½ hours and paid 8 hours.
2. Third Shift – 15% over scale, work 7 hours and paid 8 hours.

C. OVERTIME

1. Over 8 hours per day – double-time straight time rate.
2. Saturday - double-time
3. Establish an 8-hour work day between 6:00 a.m. to 6:00 p.m.; any hours outside that will be double-time

III. MISCELLANEOUS

1. There shall be one (1) foreman where four (4) or more Elevator Constructor employees are employed.
2. It is agreed by the Union that there shall be no restrictions placed on the character of work which a Helper or Apprentice may perform under the direction of a Mechanic. A Helper or Apprentice certified to weld shall be paid mechanic's rate when performing welding (excluding tach welding). However, Helpers and Apprentices on contract service work are subject to the provisions of Article IX.

The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams.

Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cables on existing elevator installations, the Employer may use two Helpers or Apprentices to one Mechanic.

A newly-hired employee without previous mechanical experience shall be classified as an Apprentice and shall work as a probationary employee in the status of Apprentice for a period or periods totaling six (6) months within the aggregate period of not more than nine (9) months. The Company and the Union shall have the privilege of testing the ability of probationary employees during this six (6) month period. If they agree that the Apprentice during this probationary period does not display sufficient aptitude to become a first year Apprentice he shall be discharged.

Probationary Apprentices shall advance from the fifty (50) percent wage rate to the first year apprentice's wage rate upon completion of six (6) months in the elevator industry provided such Probationary Apprentices have worked a minimum of one hundred (100) hours in each thirty (30) day period during

the six (6) months. The first year apprentice wage rate shall be effective at the beginning of the next weekly pay period following completion of the six (6) months.

It is understood that probationary employees during the probationary period above set out may be discharged or laid off at any time with or without cause and no reason need be assigned therefore, and no such discharge shall be construed as a grievance. The probationary period may be worked with more than one Employer provided such Employer has a labor contract with the IUEC, and the period of six (6) months probation may cover an aggregate period of not more than nine (9) months. A month shall be deemed worked when the probationary employee completes 100 hours in any thirty (30) day period.

#### IV. HIRING

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of employment of applicants and of preventing discrimination because of race, color, creed, sex, religion, national origin, the parties hereto agree to the following system of employment:

- A. The Union shall establish, maintain and keep current an open list for the employment of workmen qualified to perform the duties required. Such list shall be established, maintained and kept current on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, Union By-Laws, regulations or constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. Upon request such list shall be furnished to an Employer. An employee who does not meet the requirements set forth in the Substance Abuse Program will be deemed unqualified and not placed on any list for referral or referred out to any company.
- B. The Company shall hire experienced Mechanics, Helpers and Apprentices who permanently live in the area, are seeking employment and are qualified to perform the work required by the Company before hiring a transient employee or a new inexperience employee. An employee shall be considered a transient until he makes a showing that he is permanently changing his home and residing in the territorial jurisdiction of the local with which he has registered for referral. The employee shall verify the change by providing to the local, a motor vehicle registration and drivers license with the new address. The employee shall send the change of address to the International in order to be registered with the local for referral. Provided the foregoing criteria are met, an employee's status as a transient shall continue for a period of six (6) months from the time he has registered with the local. When hiring an experienced mechanic, helper or apprentice the Company shall use the Union as the first source of applicants for employment. Upon the Company's request, the Union shall refer, on the basis set forth hereinafter, such an applicant within a period of seventy-two (72) hours after such request, exclusive of Saturdays and Sundays. When seeking Apprentice applicants, the Company will utilize the list provided by the Local Joint Apprenticeship Committee. If the Union or JAC fails to refer qualified workmen within the specified period the Company may obtain workmen from

any other available source. The Company has the right to reject any and all applicants referred to it by the Union. The Company, where requested by the Union, shall give, in writing, the reason for any rejection. It is further understood and agreed that if any workman is continually rejected by the Company within a local union's jurisdiction or if the Company, as a matter of practice, repeatedly rejects applicants referred by the Union, the local union Business Representative or the Company may submit the matter of rejection to the designated Company Labor Relations Representative and IUEC Regional Director. Failing agreement, the matter may be referred to the National Arbitration Committee under Article XV of the collective bargaining agreement. The Company Labor Relations Representative and IUEC Regional Director, National Arbitration Committee or the impartial arbitrator shall have the authority to decide the matter and impose an appropriate remedy. If they find that the continued rejection of a particular workman was justified, the appropriate remedy may include directing the removal of the named workman from the list for a period of time. If they find that the Company has unreasonably or discriminatorily exercised its right of rejection, the appropriate remedy may include directing that the Company not have a right of exercising his right of rejection for a period of time.

- C. The Union shall refer to the Company only workmen whose names appear on the open employment list and in so doing shall be governed by the following criteria:
1. If the Company requests by name from the open employment list a particular workman previously employed by the Company, who permanently lives in the area, that workman shall be referred by the Union to the Company unless the workman is unwilling to accept employment with the Company.
  2. If the Company requests by name from the open employment list a particular workman who has not previously been employed by the Company, who permanently lives in the area, that workman shall be referred by the Union to the Company unless the workman is unwilling to accept employment with the Company.
  3. When hiring an experienced Apprentice from the local open employment list, the Company will first hire those classified as fourth year Apprentices whose names appear on the open employment list. Thereafter, the Company may select and hire or reemploy any Apprentice. However, at its sole discretion, the Company may select and rehire or reemploy any Apprentice who has previously worked for the Company during the immediately preceding twelve-month period, irrespective of the availability of any fourth year Apprentice.
  4. In the event the General President of the IUEC shall be of the opinion that a severe unemployment situation exists in any local's jurisdiction, he shall contact the NEBA Executive Director and confer with him as to the problem and possible resolutions. Failing agreement the matter may be submitted to the impartial arbitrator as provided under Article XV. An agreement as to resolution of the problem between the General President of the IUEC and the NEBA Executive Director or the decision of the

arbitrator may modify the provisions of subparagraph (1) and (2) above as may be deemed necessary under the circumstances.

- D. All Employment Practice provisions are to be posted in the Union Hall and in the Company's Personnel Office.
- E. As soon as is practical, the General President of the IUEC shall review all locals of the Union where there is a part-time Business Representative for the purpose of determining whether such Business Representative is able to establish and maintain an open employment list and to operate the procedures in this Article in a satisfactory manner. He shall then advise the NEBA Executive Director as to such determination and if there is any disagreement, they shall endeavor to resolve the matter. Failing agreement, the matter may be submitted to the impartial arbitrator provided for under Article XV.

#### PHONE NUMBER AND CONTACT FOR REFERRALS

Wayne Sims  
Business Manager  
2000 Walker Avenue  
Des Moines, IA 50317  
Phone: (515) 262-0120  
Fax: (515) 262-0068

#### V. NAME AND ADDRESS OF ALL FRINGE BENEFIT FUNDS

All fringe benefit contributions and payroll deductions are to be sent by the 15<sup>th</sup> of the month following the month for which contributions are being submitted to the following address:

ALL CONTRIBUTIONS:     National Elevator Industry  
                                     Health Benefit Plan Administrator  
                                     19 Campus Boulevard, Suite 200  
                                     Newton Square, Pennsylvania 19703-3228

#### VI. LOCAL UNION CONTACT

Wayne Sims for both jobs



APPENDIX VIII  
CRAFT: GLAZIERS

Wage & Fringe Benefit Schedule March 15, 2010 through April 30, 2011
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	Wage per Hour	H&W	IUPAT Pension	IUPAT Annuity	Safety	App./Trng	JATC	Total
Journeyman Sector One	\$23.92	\$6.05	\$4.55	\$0.85	\$0.10	\$0.35	\$.05	35.87
Journeyman Sector Two	\$21.58	\$6.05	\$4.55	\$0.85	\$0.10	\$0.35	\$.05	33.53
Foreman Sector 1	\$25.36	\$6.05	\$4.55	\$0.85	\$0.10	\$0.35	\$.05	37.31
Foreman Sector 2	\$22.87	\$6.05	\$4.55	\$0.85	\$0.10	\$0.35	\$.05	34.82
Apprentice Level	Wage per Hour	H&W	IUPAT Pension	IUPAT Annuity	Safety	App./Trng	JATC	Total
I Sector 1	\$11.96	\$6.05	\$0.95	\$0.20	\$0.10	\$0.35	\$.05	19.66
I Sector 2	\$10.79	\$6.05	\$0.95	\$0.20	\$0.10	\$0.35	\$.05	18.49
II Sector 1	\$15.54	\$6.05	\$1.85	\$0.35	\$0.10	\$0.35	\$.05	24.29
II Sector 2	\$14.03	\$6.05	\$1.85	\$0.35	\$0.10	\$0.35	\$.05	22.78
III Sector 1	\$17.94	\$6.05	\$2.75	\$0.55	\$0.10	\$0.35	\$.05	27.79
III Sector 2	\$16.19	\$6.05	\$2.75	\$0.55	\$0.10	\$0.35	\$.05	26.04
IV Sector 1	\$21.53	\$6.05	\$3.65	\$0.70	\$0.10	\$0.35	\$.05	32.43
IV Sector 2	\$19.42	\$6.05	\$3.65	\$0.70	\$0.10	\$0.35	\$.05	30.32

On a job of three (3) days duration or more, where five (5) or more Journeyman Glaziers, Apprentice Glaziers and/or Glass Workers and/or others in a composite crew are working, a Journeyman glazier will be designated by the Employer as Foreman and shall be paid six percent (6%) over his regular hourly wage rate.

The following are to be deducted from the employees' net wages:
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- |  |
|--|
| 1. Dues 4.0% of gross if authorization form has been submitted as per Article XIV. |
|--|

May 1, 2011 through April 30, 2012
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Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**May 1, 2012 through April 30, 2013**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**May 1, 2013 through April 30, 2014**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

I. HOLIDAYS

In addition to the provisions of Article XV, the following terms apply to the Glazier employees:

- A. Saturday holidays observed on Friday.

II. A. REPORTING PAY

1. Weekly on Friday by end of workday.

B. SHIFT DIFFERENTIAL PAY

1. Second shift – Straight time plus five percent (5%)  
2. Third shift – Straight time plus seven percent (7%)

C. OVERTIME

1. Overtime shall be paid at time and one half (1 ½ ) for all hours worked in excess of eight (8) hours in any one day and forty (40) hours in a week.  
2. Saturday 1½ times the straight time rate.  
3. Sunday and Holidays two 2 times the straight time rate.

D. LODGING REQUIREMENT AND PER DIEM

1. It is understood and agreed that for projects of multiple day duration that are at or over eighty-five (85) miles in one direction from the Employer's establishment, overnight lodging will be mandatory in the best interest and safety for all parties. Lodging will be made by and paid for the Employer. A twenty-five dollar (\$25.00) per day meal allowance will be paid in advance to the affected employee.

III. MISCELLANEOUS

1. There shall be 1 foeman where 5 or more Glazier employees are employed.  
2. Each Employer shall employ and offer on the job training to apprentices in the following ratio to journey workers employed. One (1) apprentice for the first two (2) journey workers employed. The second apprentice for five (5)

journey workers employed and three (3) additional journey workers employed for each apprentice thereafter.

3. Whenever there is work remaining on the job for one or more employees, which the Steward on the job is qualified to perform, reduction in force shall not be good cause for discharge of such Steward, and such Steward shall not be discharged without the mutual approval of the Business Manager and the Contractor.

#### IV. HIRING

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area, and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

The Union shall be a source of referral of applicants for employment. Consistent with the terms and ratios of Article IV, for the first fourteen (14) glazier workers hired, the Union recognizes the Employer's right to call for seven (7) core employees by name. The Employer agrees that the Local will be provided the opportunity to refer employees hired in this project in accordance with the terms and ratios of Article IV.

The Union will refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect of obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

The Union shall maintain a register of applicants for employment established on the basis "first in, first out." The Union shall maintain an "out-of-work list" which shall list the names of available mechanics and apprentices in chronological order of the dates they register their availability for employment. The Employer shall have the right to reject any referral whom it has previously determined not be eligible for rehire. The Employer shall have the right to request an employee with special skills.

#### PHONE NUMBER AND CONTACT FOR REFERRALS

Larry Grafton  
International Union of Painters and Allied Trades  
Glaziers, Local Union # 1075  
5738 N.W. 2<sup>nd</sup> Street  
Des Moines, IA 50313  
Tel: 515-289-0482  
Fax: 515-289-0558

#### NAME AND ADDRESS OF ALL FRINGE BENEFIT FUNDS

All fringe benefit contributions and payroll deductions are to be sent by the 15<sup>th</sup> of the month following the month for which contributions are being submitted to the following address:

Dues – IUPAT District Council 81  
Glaziers L.U. 1075  
P.O. Box 1932  
Des Moines, IA 50316-1932

IUPAT Union and Industry National Pension Fund  
Glaziers L.U. 1075  
P.O. Box 1932  
Des Moines, IA 50316-1932

PAT International Union Industry Annuity Plan  
Glaziers L.U. 1075  
P.O. Box 1932  
Des Moines, IA 50316-1932

Indiana State Council of Roofers' Health and Welfare Fund of Illinois-Indiana-Kentucky and Ohio  
Glaziers L.U. 1075  
P.O. Box 1932  
Des Moines, IA 50316-1932

IUPAT District Council 81 Apprenticeship training and Journeyperson Upgrading Trust Fund  
Glaziers L.U. 1075  
P.O. Box 1932  
Des Moines, IA 50316-1932

Quad City Painting Industry Trade Board Health and Safety Training Fund  
Glaziers L.U. 1075  
P.O. Box 1932  
Des Moines, IA 50316-1932

#### I. LOCAL UNION CONTACT

Larry Grafton  
International Union of Painters and Allied Trades  
Glaziers, Local Union # 1075  
5738 N.W. 2<sup>nd</sup> Street  
Des Moines, IA 50313  
515-289-0482

## APPENDIX IX

### CRAFT: BRIDGE, STRUCTURAL AND ORNAMENTAL IRONWORKERS

<b>Wage &amp; Fringe Benefit Schedule</b> <b>March 15, 2010, through May 31, 2010</b>
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	Wage per hour	H&W	Pension	Annuity	Apprentice / Training	Total
Journeyman	\$23.70	\$5.76	\$6.45	\$1.84	\$0.26	\$38.01
Foreman	\$24.95	\$5.76	\$6.45	\$1.84	\$0.26	\$39.26
General Foreman	\$25.45	\$5.76	\$6.45	\$1.84	\$0.26	\$39.76
Apprentice Level	Wage	H&W	Pension	Annuity	Apprentice / Training	Total
I (60%)	\$14.22	\$5.76	\$6.45	\$1.84	\$0.26	\$28.53
II (70%)	\$16.59	\$5.76	\$6.45	\$1.84	\$0.26	\$30.90
III (75%)	\$17.78	\$5.76	\$6.45	\$1.84	\$0.26	\$32.09
IV (80%)	\$18.96	\$5.76	\$6.45	\$1.84	\$0.26	\$33.27
V (85%)	\$20.15	\$5.76	\$6.45	\$1.84	\$0.26	\$34.46
VI (90%)	\$21.33	\$5.76	\$6.45	\$1.84	\$0.26	\$35.64
VII (100%)	\$23.70	\$5.76	\$6.45	\$1.84	\$0.26	\$38.01

The following are to be deducted from the employees' net wages:

- Each employer shall deduct from the Employees wages 6% of gross wages paid as a working assessment to be remitted to the Union, if authorization form has been submitted as per Article XIV.

#### June 1, 2010 through May 31, 2011

Journeyman compensation package will increase by \$1.00, to be distributed per vote of membership before June 1, 2010. Apprentice compensation package will increase accordingly. An updated breakdown of the compensation package will be provided in a timely manner.

#### June 1, 2011 through May 31, 2012

Journeyman compensation package will increase by \$ 1.30, to be distributed per vote of membership before June 1, 2011. Apprentice compensation package will increase accordingly. An updated breakdown of the compensation package will be provided in a timely manner.

**June 1, 2012 through May 31, 2013**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

**June 1, 2013 through May 31, 2014**

Compensation Package will be established by the collective bargaining agreement successor to that used to establish the initial compensation package in this appendix. It will result from negotiation with the appropriate Contractor association. An updated breakdown of the compensation package will be provided in a timely manner.

I. HOLIDAYS

In addition to the provisions of Article XV, the following terms apply to the Ironworkers:

1. No work shall be performed on Labor Day except to save life and property.
2. Veteran's Day will be observed on November 11<sup>th</sup>.

II. A. REPORTING PAY

1. When an IW employee is ordered from the BA the same morning he/she is to report to work, time shall start at 8:00 a.m., provided he/she shall not be paid for more than ½ hour from the time referred to the time of arrival.
2. When an employee is ordered to report to work and is not put to work or employed for less than two (2) hours, the contractor shall pay for two (2) hours time providing employee remains on job for two (2) hours.
3. On jobs of more than two (2) hours duration, employee shall be paid for actual hours worked; on jobs of more than two (2) hours duration and less than four (4) hours duration, IW shall receive four (4) hours pay.

B. SHIFT DIFFERENTIAL PAY

When two (2) shifts are employed, each shift shall work seven and one-half (7½) hours for eight (8) hours of pay at regular time; when three (3) shifts are employed, seven (7) hours shall constitute a day's work for each shift for which a regular wage of eight (8) hours shall be paid or a proportionate part thereof for time worked. When multiple shifts are worked on Saturdays, Sundays or recognized holidays the following shall apply: When two (2) shifts are employed, each shift shall work seven & one-half (7½) hours for eight (8) hours pay at double the straight time rate of wages. When three (3) shifts are employed each shift shall work seven (7) hours for eight (8) hours pay at double the straight time rate of wages or a proportionate part thereof for the time worked. All work performed from 12:00 P.M. Friday night to



12:00 P.M. Sunday night will be double the straight time rate of wages. Not more than one (1) shift shall be allowed on a job of less than five (5) days duration except in case of any emergency, which shall be decided by the General Executive Board. In localities where the work day is less than eight (8) hours per day, the hours on shift work will be shortened proportionately.

C. OVERTIME

1. Over eight (8) hours per day – 1 ½ times straight time rate; two times the straight time rate over ten (10) hours. Time and on-half is paid for the first two (2) hours of overtime work on any regular work day, Monday through Friday, and any work performed before regular starting time and after quitting time.
2. Saturday – 1 ½ times straight time rate for eight (8) hours, two times straight time rate over eight (8) hours.
3. All overtime on Sundays shall be double time.

III. MISCELLANEOUS

1. There shall be one (1) foreman where two (2) or more Ironworker employees are employed. The contractor can establish as many foreman as is required for the job.
2. There shall be one (1) general foreman where three (3) or more Ironworker employees are employed. Don't usually have general foreman until have over 15 men. Up to company's discretion.
3. Ratio of Apprentices to Journeymen: Any employer having one (1) Journeyman Iron Worker will be allowed to hire one (1) apprentice. Any Employer having four (4) Journeyman Iron Workers will be allowed one (1) apprentices, after that one (1) apprentice will be allowed for every five (5) Journeyman Iron Workers.

Contractors shall provide blueprints and permit visits to job sites for the purpose of training apprentices.

4. Whenever there is work remaining on the job for one or more employees, which the Steward on the job is qualified to perform, reduction in force shall not be good cause for discharge of such Steward, and such Steward shall not be discharged without the mutual approval of the Business Manager and Contractor.
5. Workers will be provided a 10-minute break in the morning and a 10-minute break in the afternoon.
6. Haz Mat Pay: When the Environmental Protection Agency (EPA) classifies a job as an A, B, or C hazardous classification, there will be a 20% premium increase over journeyman scale. The 20% is not to include an increase in fringe benefits.

IV. HIRING

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area, and of eliminating

discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

The Union shall be the sole and exclusive source of referral of applicants for employment. Consistent with the terms and ratios of Article IV, for the first fourteen (14) iron workers hired, the Union recognizes the Employer's right to call for seven (7) core employees by name. Thereafter consistent with Article IV's terms and ratios, hiring will be as follows:

The Union will refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect of obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

The Union shall maintain a register of applicants for employment established on the basis "first in, first out." The Union shall maintain an "out-of-work list" which shall list the names of available mechanics and apprentices in chronological order of the dates they register their availability for employment. The Employer shall have the right to reject any referral whom it has previously determined not be eligible for rehire. The Employer shall have the right to request an employee with special skills.

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within twenty-four (24) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicant must be reported to the Union per Article IV.

#### PHONE NUMBER AND CONTACT FOR REFERRALS

Doug Crist  
International Association of Bridge Structural and Ornamental Ironworkers Local #577  
16452 Highway 34  
West Burlington, IA 52655  
Tel: 319-752-6951

#### V. NAME AND ADDRESS OF ALL FRINGE BENEFIT FUNDS

All fringe benefit contributions and payroll deductions are to be sent by the 15<sup>th</sup> of the month following the month for which contributions are being submitted to the following address:

Iron Workers St. Louis District Council Welfare Plan  
Iron Workers St. Louis District Council Pension Trust  
Iron Workers St. Louis District Council Annuity Trust Fund

Ironworkers St. Louis District Council Fringe Funds  
333 Pierce Road  
Itasca, IL 60143

Iron Workers Joint Apprenticeship & Training Funds

U.S. Bank  
201 Main Street  
Burlington, IA 52601

***Dues and Working Assessment*** International Association of Bridge Structural and  
Ornamental Ironworkers Local #577  
16452 Highway 34  
West Burlington, IA 52655

VI. LOCAL UNION CONTACT

Doug Crist  
International Association of Bridge Structural and Ornamental Ironworkers Local #577  
16452 Highway 34  
West Burlington, IA 52655  
Telephone/Facsimile: (319) 752-6951