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IRON WORKERS LOCAL 25
2004-2007
RIGGING CONTRACT

**Iron Workers No. 25 and Great Lakes Fabricators & Erectors Association
RIGGING AGREEMENT 2004-2007**

The parties have agreed to a 3 year Agreement for the term June 1, 2004 through May 31, 2007 containing all provisions of the 2001-2004 Agreement except for the modifications set forth below.

SECTION VI

Scales [Note: Increases to be allocated by the Union.]

PROTECTED JOB RATES

Effective June 1, 2004	\$2.10 increase
Effective June 1, 2005	\$2.00 increase
Effective June 1, 2006	\$2.00 increase

UNPROTECTED JOB RATES

Effective June 1, 2004	\$1.90 increase
Effective June 1, 2005	\$1.80 increase
Effective June 1, 2006	\$1.80 increase

Note: Any Employer who is not contractually obligated to contribute to the Industry Promotion Fund and who elects not to contribute to the Industry Promotion Fund is obligated to contribute an additional \$.20 per hour to the Apprenticeship Fund.

Note: Provisions regarding MOST deleted.

Note: Provisions for \$.05 per hour contribution to Nat'l. I.W. Appr. Fund and \$.03 per hour contribution to III for hours worked by apprentices deleted and replaced with \$.08 per hour contribution to IMPACT for hours worked by apprentices.

SECTION VIII

General Working Conditions

- A. A minimum crew of ironworkers will consist of two (2) employees, one of whom may be a Union steward and one of whom will be a foreman and receive foreman's wages. The foreman will be responsible for seeing that the job is conducted efficiently with due regard

J.A. 5/28/04

5/28/04

for the safety and welfare of the employees. Further, on all erection work, dismantling work, or associated work and all other similar work, the Employer agrees to employ the necessary number of employees as shall be determined by the foreman to plan the job efficiently with due regard to the safety of the employees. A journeyman to apprentice ratio of 4:1 will be established on a company wide basis. The requirement of a minimum crew of two (2) employees does not apply to the operation of a forklift which does not involve rigging or similar work by the Employer.

**SECTION IX
Overtime**

- A. (1) Time-and-one-half (1½) shall be paid for all work performed before 6:00 a.m. and after 5:30 p.m. except as provided in Section IX.

**SECTION XIV
Drug and Alcohol Testing and Safe2Work**

- A. The Union and the Association have agreed to the established MUST Drug and Alcohol Testing Program as the only available program which may be adopted by an Employer. Each Employer may adopt the MUST Program on a company wide or project/job basis provided the Employer notifies the Union in writing.
- B. The Union and the Association have agreed to the Safe2Work Program.
- C. On protected jobs only, each Employer will contribute an additional \$.06 per hour for all hours worked to the Industry Promotion Fund for the costs associated with MUST and Safe2Work.
- D. Employees required to have a CDL will be subject to DOT drug and alcohol testing standards.

P.B. 5/28/04

**SECTION XVIII
Fringe Benefit Funds**

- I. Any person who performs work covered by Section IV of this Agreement (Jurisdiction) and who has any direct or indirect financial interest in his Employer (e.g. proprietor; partner, shareholder, etc.) will make contributions to the Funds based either on the most hours worked by any ironworker employee or on the actual hours worked by such person, whichever is greater, for any month in which such person performs covered work. Contributions are not required for any month in which such person performs no covered work. Note: The established level of contributions for an owner/member who is a Fund participant and who does not perform work covered by Section IV of this Agreement continues in effect.

**SECTION XIX
Industry Promotion and Improvement Fund**

- 4. The Great Lakes Fabricators & Erectors Association has agreed that they will pay into their Industry Promotion and Improvement Fund an amount of \$.20 per hour worked for each employee hired under the terms of this Agreement.

**SECTION XXV
Joint Labor Management Committee**

- A. There will be a Joint Labor Management Committee (Joint Committee) comprised of three members appointed by the Association and three members appointed by the Union. The director of the Association will serve as the secretary of the Joint Committee. In the event a member of the Joint Committee is unable to attend a meeting of the Joint Committee, the Association or the Union as the case may be may appoint an alternate to serve in place of the absent member.
- B. The Union and Employer agree there will be no strikes or lockouts during the term of this Agreement. Any grievances, disputes or differences between the Employer (including an

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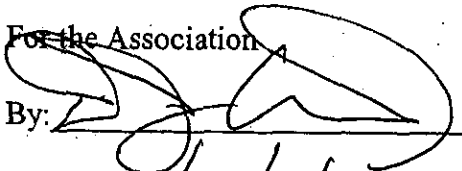
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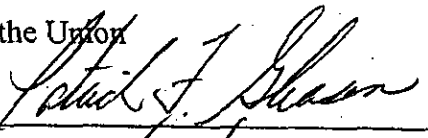
individual employer) and the employees or the Union that cannot be settled will, upon the written request of either the Employer or the Union, be submitted to the Joint Committee. The secretary will schedule a meeting of the Joint Committee to hear such grievance, dispute or difference as soon as practical and no later than 45 days after the written request. Within 7 days after the hearing, the Joint Committee will issue its decision. A majority vote of the Joint Committee consisting of 6 members will be a final and binding decision.

- C. Any grievance, dispute or difference that has not been satisfactorily settled or decided by a majority vote of the Joint Committee in accordance with the provisions of Section B may, upon the written request of either party, be submitted to arbitration before an impartial arbitrator. If the parties do not do not mutually agree upon an arbitrator within 5 days after a request to arbitrate, either party may request a panel of 7 arbitrators from the Federal Mediation & Conciliation Service. The parties will flip a coin to determine the order of striking. The last remaining name will be the impartial arbitrator. The parties to the grievance or dispute will split the costs of the arbitrator. The decision of the arbitrator will be final and binding.

**SECTION XXVII
Termination Clause**

This Agreement shall remain in full force and effect until May 31, 2007, and shall renew itself from year to year unless either party shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change the Agreement in any way or to terminate the Agreement. Such written notice shall be sent by Registered Mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement of such changes and/or termination is reached prior to May 31, 2007, this Agreement shall be deemed to have terminated midnight May 31, 2007.

For the Association
 By: 
 Date: 5/28/04

For the Union
 By: 
 Date: 5/28/04

5/28/04

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 15th day of October 2003, by and between the Great Lakes Fabricators & Erectors Association (hereinafter referred to as the "Association") and Iron Workers (Riggers) Local Union No. 25 International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the parties wish to amend the language of Article XVIII, Section D for the 2001 – 2004 contract to provide that retirees who return to work shall have their contributions to the Pension Fund paid to the Pension Fund and not the Individual Account Retirement Fund.

NOW, THEREFORE, IT IS AGREED that Article XVIII, Section D shall be amended and restated in its entirety as follows:

D. PENSION FUND. For each Employee covered by this Agreement, an Employer shall contribute to the "Iron Workers' Local No. 25 Pension Fund" an amount equal to the percentages as outlined in Article VI. ~~Notwithstanding any other provision in this agreement, contributions payable to the Pension Fund on behalf of a Retiree who becomes reemployed, shall be paid into the Iron Workers' Local No. 25 Individual Account Retirement Fund.~~ Title to all contributions paid into and/or due and owing the Fund shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

WHEREAS, the parties have been advised by the actuary for the Pension Fund that the Pension Fund is not adequately funded to meet future benefit obligations. The actuary has further recommended that the contributions to the Individual Account Retirement Fund be temporarily diverted to the Pension Fund to provide for the adequate funding of pension benefits. Pursuant to the recommendation of the Pension Fund's actuary, the parties wish to amend the language of Article XVIII, Section E for the 2001 – 2004 contract to provide that contributions to the Individual Account Retirement Fund will be temporarily diverted to the Pension Fund to provide for the adequate funding of pension benefits.

NOW, THEREFORE, IT IS AGREED that Article XVIII, Section E shall be amended and restated in its entirety as follows:

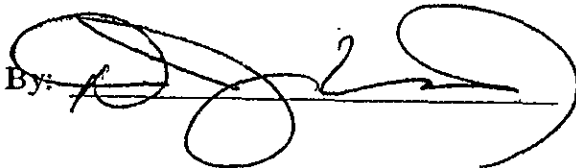
E. INDIVIDUAL ACCOUNT RETIREMENT FUND. ~~For each Employee covered by this Agreement, an Employer shall contribute to the "Iron Workers' Local No. 25 Individual Account Retirement Fund" an amount equal to the percentages as outlined in Section VI. Title to all contributions paid into and/or due and owing the Fund, shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become~~

vested plan assets at the time they become due and owing to the Fund. Contributions to the Individual Account Retirement Fund shall be temporarily suspended. It is not the intent of the parties to this Agreement to terminate the Individual Account Retirement Fund, rather, it is the intent that the contributions to the Individual Account Retirement Fund be temporarily diverted to the Pension Fund until such time as the actuary for the Pension Fund certifies that the Pension Fund is sufficiently funded to meet benefit obligations. Furthermore, while this temporary suspension is in effect, the Board of Trustees are not authorized to terminate the Plan pursuant to Article XI, Section 11.1 of the plan document. This temporary suspension of benefits shall have no effect on the administration or payment of plan benefits pursuant to the plan document.

WHEREAS, the parties wish to amend the contribution rate set forth in Article VI to reflect the wage and fringe benefit rates provided under Exhibit A to be effective October 1, 2003 through May 31, 2004.

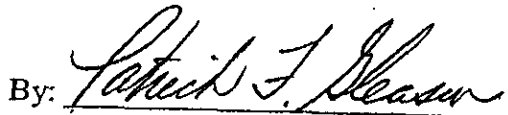
NOW, THEREFORE, IT IS AGREED that Article VI shall be amended and restated to reflect the wage and fringe benefit rates provided under Exhibit A to be effective October 1, 2003 through May 31, 2004.

GREAT LAKES FABRICATORS
& ERECTORS ASSOCIATION

By: 

W0301590

IRON WORKERS (RIGGERS) LOCAL
NO. 25 INTERNATIONAL
ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS,
AFL-CIO

By: 

MODIFICATION AGREEMENT
(Rigging Agreement)

1. This is a Modification Agreement between Iron Workers Local No. 25 and the Great Lakes Fabricators & Erectors Association (GLFEA). This is a modification of the fringe benefit provisions of the 2004-2007 Rigging Collective Bargaining Agreement between the Union and the GLFEA. The modifications set forth herein were agreed to on about June 21, 2005.
2. The \$2.00 increase for protected work and the \$1.80 increase for unprotected work effective June 1, 2005 under the Rigging Agreement will be allocated to the Pension Fund.
3. Effective December 1, 2005, there will be a \$.50 increase for protected work and a \$.35 increase for unprotected work under the Rigging Agreement which will be allocated to the Pension Fund.
4. The \$2.00 increase effective June 1, 2005 under the GLFEA/AGC/Conveyor Agreement will be allocated to the Pension Fund.
5. The \$1.84 increase effective June 1, 2005 under the Resteel Agreement will be allocated to the Pension Plan.
6. The \$1.65 increase effective April 1, 2005 under the Metal Building Agreement will be allocated to the Pension Fund.
7. Effective October 1, 2005, the Union will re-allocate \$1.00 per hour from the Health & Welfare Fund to the Pension Fund under the GLFEA/AGC/Conveyor Agreement, the Resteel Agreement, the Rigging Agreement and the Pre-Engineered Metal Building Agreement.
8. The Union will continue in good faith its efforts to support all available and legally permissible Pension Plan modifications to stabilize the Pension Fund.
9. With respect to the allocation of the June 1, 2006 contractual increase under the Rigging Agreement, the Union agrees that: (a) no less than the amount projected as necessary by the Pension Fund actuary will be allocated to the Pension Fund (Note: The actuary currently projects that it will be necessary to increase the pension contribution by 4.5% in June 2006); and (b) no less than the amount reasonably projected as necessary by the Health & Welfare Fund Trustees will be allocated to the Health & Welfare Fund.

Drafted 6/23/05

4:30 p.m.

- 10. This Modification Agreement is conditioned the agreement of the employer associations who are party to the GLFEA/AGC/Conveyor Agreement, the Metal Building Agreement and the Resteel Agreement each agreeing, by no later than June 24, 2005, to a December 1, 2005 increase proportional to the December 1, 2005 ~~5%~~ increase under the Rigging Agreement. Each such December 1, 2005 increase will be allocated to the Pension Fund.
- 11. This Modification Agreement is conditioned on the approval of the Union's members.

IRON WORKERS LOCAL NO. 25

Steve F. Sluss
Jim Hamric
Jack O'Donnell
Keith V. K...
Ralph Burt
Kenneth J. Garford
Phillip Taylor
Douglas C. Washburn

GREAT LAKES FABRICATORS & ERECTORS ASSOCIATION

[Signature]

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For 2005 there were 3 rate increases for each classification and all increases were allocated to the Pension Fund.

These increases take effect:

June 1, 2005 - September 30, 2005

October 1, 2005 - November 30, 2005

December 1, 2005 - May 31, 2006

**IRON WORKERS LOCAL UNION NO. 25
MACHINERY MOVERS RIGGERS
AND
MACHINERY ERECTORS' RATES
EFFECTIVE 10/01/2005 - 11/30/2005**

Protected Job Rates

(Projects where it is required that the Employer be signatory to General Presidents' Agreements, Maintenance Agreements, NEA Agreements, NCEFR Agreements, and similar agreements with the International Union and/or when working with Millwrights must use these rates).

Effective October 1, 2005

	Journeyman	Steward	Foreman	General Foreman
Base Wage (T)	\$26.76	\$27.05	\$27.85	\$28.44
* Vacation (T)	\$4.09	\$4.09	\$4.09	\$4.09
Pension	\$12.13	\$12.13	\$12.13	\$12.13
Health & Welfare	<u>\$6.74</u>	<u>\$6.74</u>	<u>\$6.74</u>	<u>\$6.74</u>
Gross	\$49.72	\$50.01	\$50.81	\$51.40
Apprenticeship	\$0.14	\$0.14	\$0.14	\$0.14
Advancement # <small>pay one fund only</small>	\$0.20	\$0.20	\$0.20	\$0.20
Drug Testing*	<u>\$0.06</u>	<u>\$0.06</u>	<u>\$0.06</u>	<u>\$0.06</u>

Non-Protected Job Rates (i.e. - Rigging Barns)

Effective October 1, 2005

	Journeyman	Steward	Foreman	General Foreman
Base Wage (T)	\$24.63	\$24.92	\$25.72	\$26.31
* Vacation (T)	\$2.47	\$2.47	\$2.47	\$2.47
Pension	\$10.91	\$10.91	\$10.91	\$10.91
Health & Welfare	<u>\$6.59</u>	<u>\$6.59</u>	<u>\$6.59</u>	<u>\$6.59</u>
Gross	\$44.60	\$44.89	\$45.69	\$46.28
Apprenticeship	\$0.14	\$0.14	\$0.14	\$0.14
Advancement # <small>Pay one fund only</small>	<u>\$0.20</u>	<u>\$0.20</u>	<u>\$0.20</u>	<u>\$0.20</u>

When apprentices are employed the six cents (.06) for Drug Testing will be applied and the eight cents(.08) for Impact shall be applied.

Where the employer is precluded from making an additional contribution to the Industry Advancement and Promotion Fund, a contribution of twenty cents (\$.20) per hour shall be made to the jointly administrated (Apprenticeship Fund)

Please Note: Effective June 1, 1998

All Contributions (Health, Pension, Vacation, and I.A.P.) are now based on **Hours Paid** (To be Calculated At Time and A Half and Double Time when overtime is worked. The Apprentice, Advancement, Drug Testing, and Impact Contribution remains based on Hours Worked.

(T) - TAXABLE WAGE:

The Vacation Pay is added in for taxing purposes, deducted out and funded on the contribution form. If you have any question regarding the above, Please contract the Fund Office at: (248) 347-3100.

IRON WORKERS LOCAL UNION NO. 25 APPRENTICE RATE SCHEDULE

EFFECTIVE 10/01/2005 THROUGH 11/30/2005

For Work Performed Under The Following contracts:

Structural, Conveyor, Fence, Glazing, Reinforced, Rigging and Siding Decking

When Funding Health & Welfare and Pension contributions on your apprentices, please remit the same percentages as indicated on the contribution form. **Do Not use the Health & Welfare and Pension Percentages Listed Below.** The Fund Office will make the proper allocation between the Health Fund and the Pension Fund for each apprentice after you have submitted your contributions. Any questions please call the Fund Office at: (248) 347-3100.

1st Level - 50%

Base Wage (T)		\$13.91
Vacation (T)	16.47%	2.30
Health & Welfare	40.55%	5.64
Pension	21.77%	3.03
Gross Package		\$24.88

2nd Level - 55%

Base Wage (T)		\$15.30
Vacation (T)	16.47%	2.52
Health & Welfare	36.87%	5.64
Pension	25.44%	3.89
Gross Package		\$ 27.35

3rd Level - 60%

Base Wage (T)		\$16.69
Vacation (T)	16.47%	2.75
Health & Welfare	33.80%	5.64
Pension	28.51%	4.76
Gross Package		\$29.84

4th Level - 65%

Base Wage (T)		\$18.08
Vacation (T)	16.47%	2.98
Health & Welfare	31.20%	5.64
Pension	31.10%	5.63
Gross Package		\$32.33

5th Level - 70%

Base Wage (T)		\$19.47
Vacation (T)	16.47%	3.21
Health & Welfare	28.97%	5.64
Pension	33.33%	6.49
Gross Package		\$34.81

6th Level - 75%

Base Wage (T)		\$20.86
Vacation (T)	16.47%	3.45
Health & Welfare	27.04%	5.64
Pension	35.26%	7.36
Gross Package		\$37.31

7th Level - 80%

Base Wage (T)		\$22.25
Vacation (T)	16.47%	3.66
Health & Welfare	25.35%	5.64
Pension	36.96%	8.22
Gross Package		\$39.77

8th Level - 85%

Base Wage (T)		\$23.64
Vacation (T)	16.47%	3.89
Health & Welfare	23.86%	5.64
Pension	38.46%	9.09
Gross Package		\$42.26

(T) - Taxable

Apprenticeship ***	0.19
Advancement ****	0.20 *
Drug Testing ***	0.06
Impact***	0.08

Please be sure to acquire the proper Apprentice Contribution Form for funding their Benefits.

(i.e.. - Structural, Conveyor, Fence, Glazing and Siding and Decking Apprentices - Use Form #3002,
Rigging Apprentices - Use Form #2016 and Reinforced Apprentices - Use Form #4020)

Please be Advised: As with the Journeyman Structural rates *** All of these funds are due and payable for all apprentice classifications. For space consolidation they are only being listed once.

*Where the employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, an additional contribution of twenty cents (\$.20) per hour shall be made to the jointly administered (Apprenticeship Fund)

**IRON WORKERS LOCAL UNION NO. 25
MACHINERY MOVERS RIGGERS
AND
MACHINERY ERECTORS' RATES
EFFECTIVE 06/01/2005 - 09/30/2005**

Protected Job Rates

(Projects where it is required that the Employer be signatory to General Presidents' Agreements, Maintenance Agreements, NEA Agreements, NCEFR Agreements, and similar agreements with the International Union and/or when working with Millwrights must use these rates).

Effective June 1, 2005

	Journeyman	Steward	Foreman	General Foreman
Base Wage (T)	\$26.76	\$27.05	\$27.85	\$28.44
* Vacation (T)	\$4.09	\$4.09	\$4.09	\$4.09
Pension	\$11.13	\$11.13	\$11.13	\$11.13
Health & Welfare	<u>\$7.74</u>	<u>\$7.74</u>	<u>\$7.74</u>	<u>\$7.74</u>
Gross	\$49.72	\$50.01	\$50.81	\$51.40
Apprenticeship	\$0.14	\$0.14	\$0.14	\$0.14
Advancement # pay one fund only	\$0.20	\$0.20	\$0.20	\$0.20
Drug Testing*	<u>\$0.06</u>	<u>\$0.06</u>	<u>\$0.06</u>	<u>\$0.06</u>

Non-Protected Job Rates (i.e. - Rigging Barns)

Effective June 1, 2005

	Journeyman	Steward	Foreman	General Foreman
Base Wage (T)	\$24.63	\$24.92	\$25.72	\$26.31
* Vacation (T)	\$2.47	\$2.47	\$2.47	\$2.47
Pension	\$9.91	\$9.91	\$9.91	\$9.91
Health & Welfare	<u>\$7.59</u>	<u>\$7.59</u>	<u>\$7.59</u>	<u>\$7.59</u>
Gross	\$44.60	\$44.89	\$45.69	\$46.28
Apprenticeship	\$0.14	\$0.14	\$0.14	\$0.14
Advancement # Pay one fund only	<u>\$0.20</u>	<u>\$0.20</u>	<u>\$0.20</u>	<u>\$0.20</u>

When apprentices are employed the six cents (.06) for Drug Testing will be applied and the eight cents(.08) for Impact shall be applied.

Where the employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, an additional contribution of twenty cents (\$.20) per hour shall be made to the jointly administrated (Apprenticeship Fund)

Please Note: Effective June 1, 1998

All Contributions (Health, Pension, Vacation, and I.A.P.) are now based on **Hours Paid** (To be Calculated At Time and A Half and Double Time when overtime is worked. The Apprentice, Advancement, Drug Testing, and Impact Contribution remains based on Hours Worked.

(T) - TAXABLE WAGE:

The Vacation Pay is added in for taxing purposes, deducted out and funded on the contribution form. If you have any question regarding the above, Please contract the Fund Office at: (248) 347-3100.

IRON WORKERS LOCAL UNION NO. 25 APPRENTICE RATE SCHEDULE

EFFECTIVE 06/01/2005 THROUGH 09/30/2005

For Work Performed Under The Following contracts:

Structural, Conveyor, Fence, Glazing, Reinforced, Rigging and Siding Decking

When Funding Health & Welfare and Pension contributions on your apprentices, please remit the same percentages as Indicated on the contribution form. **Do Not use the Health & Welfare and Pension Percentages Listed Below.** The Fund Office will make the proper allocation between the Health Fund and the Pension Fund for each apprentice after you have submitted your contributions. Any questions please call the Fund Office at: (248) 347-3100.

1st Level - 50%

Base Wage (T)		\$13.91
Vacation (T)	16.47%	2.30
Health & Welfare	47.73%	6.64
Pension	14.59%	<u>2.03</u>
Gross Package		\$24.88

2nd Level - 55%

Base Wage (T)		\$15.30
Vacation (T)	16.47%	2.52
Health & Welfare	43.41%	6.64
Pension	18.90%	<u>2.89</u>
Gross Package		\$ 27.35

3rd Level - 60%

Base Wage (T)		\$16.69
Vacation (T)	16.47%	2.75
Health & Welfare	39.79%	6.64
Pension	22.52%	<u>3.76</u>
Gross Package		\$29.84

4th Level - 65%

Base Wage (T)		\$18.08
Vacation (T)	16.47%	2.98
Health & Welfare	36.73%	6.64
Pension	25.57%	<u>4.63</u>
Gross Package		\$32.33

5th Level - 70%

Base Wage (T)		\$19.47
Vacation (T)	16.47%	3.21
Health & Welfare	34.11%	6.64
Pension	28.20%	<u>5.49</u>
Gross Package		\$34.81

6th Level - 75%

Base Wage (T)		\$20.86
Vacation (T)	16.47%	3.45
Health & Welfare	31.84%	6.64
Pension	30.46%	<u>6.36</u>
Gross Package		\$37.31

7th Level - 80%

Base Wage (T)		\$22.25
Vacation (T)	16.47%	3.66
Health & Welfare	29.85%	6.64
Pension	32.46%	<u>7.22</u>
Gross Package		\$39.77

8th Level - 85%

Base Wage (T)		\$23.64
Vacation (T)	16.47%	3.89
Health & Welfare	28.09%	6.64
Pension	34.23%	<u>8.09</u>
Gross Package		\$42.26

(T) - Taxable

Apprenticeship ***	0.19
Advancement ****	0.20 *
Drug Testing ***	0.06
Impact***	0.08

Please be sure to acquire the proper Apprentice Contribution Form for funding their Benefits.

(i.e.. - Structural, Conveyor, Fence, Glazing and Siding and Decking Apprentices - Use Form #3002,
Rigging Apprentices - Use Form #2016 and Reinforced Apprentices - Use Form #4020)

Please be Advised: As with the Journeyman Structural rates *** All of these funds are due and payable for all apprentice classifications. For space consolidation they are only being listed once.

*Where the employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, an additional contribution of twenty cents (\$.20) per hour shall be made to the jointly administered (Apprenticeship Fund)

**DECEMBER 1, 2005 – MAY 31, 2006
RATE SHEET**

**RATE INCREASES (TO BE ALLOCATED TO THE
PENSION FUND) FOR THE
FOLLOWING CLASSIFICATION:**

RIGGING RATES \$.50

Rate sheet to follow at a later date

8741

29.00 ee

2001 - 2004
AGREEMENT

Entered into between

IRON WORKERS (RIGGERS)
LOCAL UNION No. 25
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS, AFL-CIO

and

GREAT LAKES FABRICATORS
& ERECTORS ASSOCIATION



40 pages

EXPLANATION OF CONTRACTOR DEDUCTIONS FOR VACATION PAY

To assist you in determining the proper manner in which Vacation Pay is computed and deducted from each Employee's pay check the following example is offered as a guide:

John Doe worked 40 hours at \$25.12 per hour
which would amount to \$1,004.80

Thus: Gross Earnings \$1,004.80

Vacation Pay \$4.17
(based on hours paid) \$ 166.80

These two items are added in order
that the Vacation Pay might be taxed \$1,171.60

Assuming that F.I.C.A. is \$72.64 and
Medicare is \$16.99 and Federal Income
Tax is \$236.00 and State Income Tax is
\$49.21, thus the combined total of taxes
is \$374.84. Therefore, \$374.84 must be
deducted for tax purposes -374.84

Now that taxes have been paid on the
Vacation Pay, you must subtract the
amount of Vacation Pay in order to
send it in to be funded -166.80

Net amount of Pay Check \$ 629.96

Forms for making these payments may be obtained from the Iron Workers' Local 25 Fringe Benefit Fund Office, P.O. Box 8006, Novi, MI 48376-8006. Telephone: (248) 347-3100.

PLEASE NOTE:

The tax deductions listed above are fictitious amounts. Please be sure to use your tax tables when calculating the amount to be deducted.

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For Period
June 1, 2001 through May 31, 2004

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MASTER AGREEMENT

THIS AGREEMENT executed and effective as of the 1st day of June, 2001, by and between GREAT LAKES FABRICATORS & ERECTORS ASSOCIATION, HEREINAFTER REFERRED TO AS "THE EMPLOYER" and LOCAL UNION NO. 25 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS (affiliated with the AFL-CIO), hereinafter referred to as the "Union", the collective bargaining agent for and in behalf of all persons employed as Ironworkers, Power Operators, Machinery Erectors, Foremen and Machinery Erectors, General Foremen and Machinery Erectors and Apprentices, for wages, hours and conditions of employment of all employees and all future employees in the above categories.

PREAMBLE

THIS AGREEMENT is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and industry and to prevent waste, unnecessary and avoidable expense and delays, and, as far as possible, to provide for continuous employment, and also that stable conditions may prevail in this trade so that industry costs may be as low as possible consistent with fair wages and working conditions, and safe practices of employment.

RECOGNITION CLAUSE

The Union claims, and the Employer party to and/or bound by this Agreement acknowledges and agrees, that a majority of its employees have authorized the Union to represent them in collective bargaining. The Employer agrees to recognize and does hereby recognize the Union as the exclusive collection bargaining agent for all employees performing work described in Section IV of this Agreement on all present and future job sites within the territorial jurisdiction of the Union.

SECTION I

Scope of Agreement

A. This Agreement shall be applicable to all employees engaged in work entitled "Jurisdiction" in Section IV. The Employer recognizes that jurisdiction for this work is exclusively to this Union to the exclusion of all other unions, crafts, or employee groups. The Agreement excludes watchmen, guards, or supervisors. The Employer recognizes and will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, restraint, or coercion by the Employer or any of its agents against the members of the Union because of their membership in the Union.

B. The Employer agrees to employ Journeymen or Apprentice Ironworkers to perform the work covered by this Agreement. All employees shall be hired in accordance with acceptable employment procedures not in violation of the L.M.R.A. as amended, such procedures to be jointly administered. The Employer authorizes the Great Lakes Fabricators & Erectors Association to establish the Joint Employment Committee and agrees to be bound by the rulings of such Committee. Signators to this Agreement hereby waive all requirements of notice and specifically ratify all actions taken by the aforesaid Committee.

Parties to the Agreement

C. The Employer consists of the Great Lakes Fabricators & Erectors Association, or the successors thereof, members of said Association who have given their authorization to the Association to execute this Agreement and individual employers who become signatory to this Agreement.

The signatory Association enters into this Agreement on behalf of their members under and as limited by their authorizations. The term Local Union refers to Local Union No. 25 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. The employees covered under this Master Agreement shall constitute one bargaining unit. It is understood that the printing of this Master Agreement in separate agreement is for convenience only and is not intended to create separate bargaining units.

SECTION II

Union Security

All Employees who are members of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers on the effective date of this Agreement shall be required to remain members of the Union in good standing as a condition of employment during the term of this Agreement. All Employees may be required to become and remain members of the Union in good standing as a condition of employment after the seventh day following the dates of their employment, or the effective date of this Agreement, whichever is later.

SECTION III

Territorial Jurisdiction

A. The territory covered by this Agreement shall be the following thirty-four (34) Michigan counties and/or any other territorial jurisdiction that may be recognized as awarded in the future:

Wayne	St. Clair
Oakland	Gladwin
Genesee	Lapeer
Saginaw	Gratiot
Clare	Oscoda
Crawford	Cheyboygan
Alpena	Jackson
Macomb	Ingham
Washtenaw	Huron
Montmorency	Isabella
Bay	Tuscola
Clinton	Shiawassee
Arenac	Sanilac
Alcona	Midland
Iosco	Roscommon
Otsego	Presque Isle
Livingston	Ogemaw

The execution of this Agreement on the part of the Employer shall cover all the operations of, and all the work the Employer contracts to perform within the territorial jurisdiction described above in accordance with Section IV entitled "Jurisdiction".

B. The Employer recognizes and acknowledges that the Union is the sole and exclusive certified representative of all employees in the classification of work covered by this Agreement, for the purpose of collective bargaining as provided by the L.M.R.A. as amended.

C. The Employer agrees that should any amendments of the L.M.R.A. of 1947, as amended, or any State statutes, permit closed shop, then in that event, the same shall become automatically a part of this Agreement.

D. In the event that any employee shall authorize the payment of dues assessment by Employer Check-Off, the said authorization shall be honored by the Employer in accordance with the authorization, and same must be remitted to the Union in accordance with Section XVI.

SECTION IV **Jurisdiction**

A. The Employer hereby agrees to recognize and confirm all the rights of the employees to the exclusive jurisdiction of all work performed by the Employer in performing its contractual relations with all other companies and/or its own company in connection with the following types of work.

B. All work performed in the transportation, complete erection, complete assembly, complete disassembly, maintenance, machinery moving, the handling and all classification of work covered in this Section, and the fabrication of machinery, equipment and apparatus, and integral and/or ancillary component machinery parts, integral and/or ancillary equipment parts, integral apparatus parts shall be subject to the terms and conditions of this Agreement and the Employer agrees to employ members of this Union only for this work.

C. Setting of completed boilers, all boiler steam and mud drums, and the erection of steel work in connection with boilers or its support. The moving, lowering, handling, hoisting, loading, unloading and placing in a final position of all assembled sections of water tube boilers, namely, drum, section, etc., and the moving, handling, dismantling, assembling and disassembling, erection, loading and unloading hoisting, lowering and placing to final location of all dies, tools, fixtures, jigs, patterns, compressors, pumps, motors, motor drives, dryers, kilns, blowers, fans, compressors, air or otherwise, mixers, crushers, agitators turbines and condensers, either completed or sectional, all heavy casting transformers, reactance coils, all electrical machinery, including motor generators, transformers, etc., and bottle washers, pasteurizing machines, all printing presses, stokers, etc., all machinery, integral parts of machinery, equipment, integral parts of equipment, apparatus and integral parts of apparatus, and all cleaning necessary for any purpose. The handling, erection, dismantling, assembling and disassembling of all rigging equipment, used in unloading, moving, hoisting, placing by any means to the final location, dismantling, assembling and erection of all machinery, equipment, apparatus, and material handled by Ironworkers.

The moving, dismantling, erection, handling, assembling, and disassembling, lowering, hoisting, unloading, placing and determination and final locating of all machinery, equipment, apparatus, and all integral parts and/or ancillary parts of same to final location, including using canes, whirlies, stiff-leg derricks, jin poles, and the erection of all and/or hoisting equipment, including the use of rollers, jacks, slings, operating of fork lift equipment, chain-falls, rope falls, or any and all other necessary equipment or tools required to perform the work contained herein this section or any other section of this Agreement.

Automation

All work pertaining to and in connection therewith to the installation, assembly, disassembly, erection, fabricating, maintaining, manufacturing, handling of all automated machinery, automation systems, automated processes, transfer mechanism all integral and ancillary parts of the same. The handling, loading, unloading, moving, placing, removing, revamping, alterations, of all automation systems, machinery processed by any means shall be the work of the members of this Union, and determination of final location of same, and all necessary work needed to insure and/or put the machine or automated system into final operation and testing of the same for final acceptance.

The hoisting or lowering, or placing on the floor on which they are to be installed by members of the Union, of all safe deposit boxes and vault doors.

The erection of all smoke stacks except those erected in the course of structural steel.

On subway and foundational work, the handling dismantling, assembling and disassembling, loading and unloading, cleaning and erection of all machinery, viz.: compressors, motors, pumps, engines, hammers, coilers, coolers, receiver tanks, boilers, caissons and ballasts, concrete towers and chutes, blowers and fans.

The erection, dismantling and moving of all derricks, travelers, cranes, cableways, drags, shovels and shafts, other than those being used for the erection of structural steel and the signalmen employed thereon. The erection and setting up, placing and removing, loading and unloading, cleaning of all prefabricated tanks and all sectional tanks, cooling towers, refrigeration units, air conditioners, and absorption units, whether in one piece, or sectional, and the erection and setting up loading and unloading, cleaning of bubbling towers, catalytic towers, scrubbing towers, condensers whether in one piece or sectional.

All erection, dismantling, moving, placing, loading, unloading, and handling of all types of furnaces, converters, smelters, cupolas, whether one piece or sectional.

The erection, operation, dismantling and moving of gantries hydraulic or otherwise.

All erection, dismantling, loading and unloading and moving of all overhead and/or all other cranes or hoists contracted for by a rigging contractor, general contractor and all cranes by any contractor on powerhouse work.

The setting, adjusting, welding and burning on all work as outlined herein this Section IV.

All bolting, all securing by all means whatsoever including welding, and removing of same, including all anchor bolts to be fastened or removed on all work outlined in Section IV.

The crating, uncrating, all cleaning and washing, the shoring and cribbing of all machinery for storage or transit. All necessary shoring or cribbing to be used in the installation and dismantling of any equipment, or equipment in connection with and pertaining to work as outlined herein this Section IV.

All underpinning work, building and housemoving and raising.

The erection and all other work of installation of all organs, bells, chimes, and flag poles.

All work in the preparation and preservation of all equipment, etc., as stated above for storage or export or shipping, or any other purposes including skidding and boxing, and the maintenance of said preparation and preservation and the work necessary for depreservation.

The Employer agrees to abide by:

- a. N.L.R.B. determination in Don Cartage Company case of September 13, 1966, Case No. 7CD-97-1 and 2; and
- b. N.L.R.B. decision in case of American International Contracting Corporation Case No. 7-CD-377 of May 11, 1980.

In the Don Cartage case described in the N.L.R.B. determination on the jobs in auto and/or all plants, all contracted out work belongs to the Ironworkers of Local 25. Millwrights make no claim to it and will not interfere.

That is: the aligning, leveling, and anchoring of machinery, uncrating, blocking, and bracing above the machine skid, the opening of boxes of parts and removal of protective covering, the laying out, drilling and installing of anchor bolts and nuts; the cleaning and dressing of machine surfaces and component parts; assembly, bolting, aligning and un-pack-

ing machinery by hand and with the use of chain falls; dressing and installation of small parts of package machines; and the final tightening and adjusting of machines, putting machines in cycle.

In the case of American International Contracting Corporation, Millwrights disclaimed installation of the following comprising an automated newspaper material-handling system: taking newspapers from printing presses to loading docks, lab stream conveyors, untied bundle conveyors, tied bundle system, portable compensation counter-stocker, squeezer monitoring and press totalizing system, bundle waste system, spray maker, good/bad copy system, back-up data distributor, manual entry station, control and equipment, plastic strapping machines and all conveyors.

Make-Up Units - Decision of the Joint Board

1. Make-up units
2. F.H.A. units
3. Change in climate units

Dust Collector System

1. Dust collector itself
2. Baghouse Dust Collector
3. Precipitators
4. Scrubbers

All Fans and Blowers - Complete installation with component parts.

1. ID Fan Bearing Pedestal
2. ID Fan Wheel and Shaft
3. ID Fan Damper Installation

All Screens

1. Traveling screens
2. Shaker screens
3. Rotary screens

All Different Types of Coal Breakers in process plants.

Tanks

1. Air tanks
2. Steam tanks
3. Water tanks
4. Glass tanks
5. Storage tanks
6. All kinds of pressurized tanks

Vessels

All Processing Tanks

1. Filter tanks
2. Sludge tanks
3. Chip tanks
4. Lube tanks
5. Dipping tanks
6. Pickling tanks
7. Plating tanks
8. Rubberized tanks
9. Paint tanks

Filters

1. All types of processing filters

Car Assembly Plants

1. Complete car transfer line modules
2. All hydraulic units
3. All transfer units
 - A) Overhead floor
4. All automatic car hoisters
 - A) Top
5. All underbody fixtures
6. All different position fixtures
7. All automatic body-framing stations
8. All conveying units connected to module
 - A) and other conveying systems
9. Hoist to shuttle
10. All shuttles
11. Front modules top and bottom
 - A) Underbody hoist module
12. Rear module top and bottom
13. All rear compartment assembly unloaders
14. All auto welders
15. All types of welders
16. All machine welders
17. All welding transformers
18. All robots - welding, sealing, painting, framing
19. All robot bases
20. Tire machines and transfer lines between
21. All supports, structural steel, and platforms
22. All complete miscellaneous components of assembly line

Trade Shows and Expositions, Etc.

All work necessary to be performed for or on trade, industry, product shows, trade fairs, expositions, festivals, exhibits of all kinds, trade exhibits, and all exhibitions, product demonstrations, manufacturer shows, centennials, circuses, and carnivals, etc., shall be the work for the members of the Union. It is expressly understood and agreed upon by both parties, signators for this Agreement, that the hiring procedures and working conditions of the work covered in this paragraph shall be established by the supplemental agreement and those conditions not provided for in the supplemental agreement, only then shall the conditions outlined in this Agreement prevail.

SECTION V

Subcontracting

Protection of Work Opportunity

A. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of any kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be sub-

contracted, transferred, assigned or conveyed in whole or in part to any other Employer, person or non-unit employees unless otherwise provided in this Agreement.

B. The Employer agrees that he will not subcontract or make a work assignment, to any trade or craft, or any other group of employees, other than to the members of this Union for work claimed by the members of this Union under Section IV titled "Jurisdiction" without first notifying the Union within seventy-two (72) hours in advance in writing, of his intention to do so and to negotiate such subcontract or work assignment, if such negotiation is then demanded by the Union. The Employer agrees that only employees of the bargaining unit will be utilized during negotiations to perform work in question. In the event that said negotiations fail, the Employer agrees that the Union shall take whatever action it deems necessary including withdrawal of the company employees. Such action taken shall not be construed as a violation of this Agreement and Section XXV shall not prevail. Failure to comply with the giving of such notice and negotiation, if demand is so made by the Union, shall make the Employer liable for all lost wages and/or money damages suffered by members of this Union. The Union shall upon negotiation, and absent any objection by the Union to the proposed subcontracting, the Union shall submit to the Employer a written statement of its non-objection.

C. The Employer agrees that in the event that it is necessary for the Employer to utilize the services of other trades, in order to perform and complete his job, the Employer shall first call a pre-job conference with the Business Manager of the Union, or his representative to apprise the Union of the nature of the job and to what extent other trades may have to be used. Failure to call a pre-job conference in all these instances shall be deemed a violation of this Agreement and the Union through its Business Manager may take any action they deem necessary and any such action the Local Union may take is not subject to arbitration or labor management procedures, as set forth in Section XXV, nor a violation of this Collective Bargaining Agreement even if the action taken includes withdrawal of all employees.

D. All work contracted to be performed and executed by the Employer shall be deemed as properly within the work jurisdiction of this Union and shall be so assigned by the Employer. It is understood that any deviation from the foregoing provision must be first mutually agreed upon by the Employer and the Business Manager of the Union or his designated representative. Such deviation will be permitted only in those instances which require compliance with State and/or Federal statutes or regulations. It is further agreed that all such deviations shall be decided prior to the commencement of the job in accordance with the provision of this Section V of this Agreement. Failure to comply with this Section on the part of the Employer will be deemed as a violation of this Agreement and said violation is not subject to arbitration or labor management procedures as provided herein, nor a violation of the Collective Bargaining Agreement; and the Union through its Business Manager may take any action he deems necessary including withdrawal of all employees. Affected members of this Union shall be made whole for loss of any income due to the failure of the Employer to assign work as herein provided or if there are not members directly affected then said monies shall be computed and paid to the affected member.

**SECTION VI
2001 Wage Scales**

PROTECTED JOB RATES (Projects where it is required that the Employer be signatory to General Presidents' Agreements, Maintenance Agreements, NEA Agreements, NCEFR Agreements, Project Agreements and similar agreements with the International Union and/or when working with Millwrights.)

Effective June 1, 2001 through May 31, 2002

Effective 6/1/01	Journeyman	Steward	Foreman	General Foreman
Base Wage*	\$24.18	\$24.47	\$25.27	\$25.86
Vacation*^	4.01	4.01	4.01	4.01
Pension	5.21	5.21	5.21	5.21
Health & Welfare	6.94	6.94	6.94	6.94
I.A.P.	<u>1.83</u>	<u>1.83</u>	<u>1.83</u>	<u>1.83</u>
GROSS	\$42.17	\$42.46	\$43.26	\$43.85
Apprenticeship . . . . .	.14	.14	.14	.14
Advancement** Pay one fund only . . . . .	.16	.16	.16	.16
MOST** You do not pay both . . . . .	.16	.16	.16	.16

NON-PROTECTED JOB RATES (i.e. - Rigging Barns)

Effective 6/1/01	Journeyman	Steward	Foreman	General Foreman
Base Wage*	\$22.11	\$22.40	\$23.20	\$23.79
Vacation*^	2.41	2.41	2.41	2.41
Pension	4.56	4.56	4.56	4.46
Health & Welfare	6.81	6.81	6.81	6.81
I.A.P.	<u>1.56</u>	<u>1.56</u>	<u>1.56</u>	<u>1.56</u>
GROSS	\$37.45	\$37.74	\$38.54	\$39.13
Apprenticeship . . . . .	.14	.14	.14	.14
Advancement** Pay one fund only . . . . .	.16	.16	.16	.16
MOST** You do not pay both . . . . .	.16	.16	.16	.16

*Taxable

^The Vacation Pay is added in for taxing purposes, deducted out and funded on the contribution form.

**Where the employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, a contribution of sixteen cents (\$.16) per hour shall be made to the jointly administered Manpower Optimization Stabilization and Training Fund (M.O.S.T.).

PLEASE NOTE: Effective June 1, 1998 all contributions (Health, Pension, Vacation, and I.A.P.) are now based on HOURS PAID (to be calculated at time and a half and double time) when overtime is worked. The Apprentice contribution remains based on hours worked.

If you have any questions regarding the above, please contact the Fund Office at (248) 347-3100.

2001 APPRENTICE RATE SCHEDULE

WHEN FUNDING HEALTH & WELFARE AND PENSION CONTRIBUTIONS ON YOUR APPRENTICES, PLEASE REMIT THE SAME PERCENTAGES AS INDICATED ON THE CONTRIBUTION FORM. DO NOT USE THE HEALTH & WELFARE AND PENSION PERCENTAGES LISTED BELOW. THE FUND OFFICE WILL MAKE THE PROPER ALLOCATION BETWEEN THE HEALTH FUND AND THE PENSION FUND FOR EACH APPRENTICE AFTER YOU HAVE SUBMITTED YOUR CONTRIBUTIONS. ANY QUESTIONS REGARDING THIS PLEASE CALL THE FUND OFFICE AT 248-347-3100.

APPRENTICE RATE SCHEDULE (UNPROTECTED JOBS) EFFECTIVE JUNE 1, 2001 THROUGH MAY 31, 2002

LEVEL 1: 50%

+ Base	\$12.55
+ Vacation (16.94%)	2.13
Health & Welfare (43.51%)	5.46
Pension (0.00%)	.00
I.A.P. (7.61%)	.96
GROSS	\$21.10

LEVEL 2: 55%

+ Base	\$13.80
+ Vacation (16.94%)	2.34
Health & Welfare (39.86%)	5.50
Pension (3.67%)	.51
I.A.P. (7.61%)	1.05
GROSS	\$23.20

LEVEL 3: 60%

+ Base	\$15.05
+ Vacation (16.94%)	2.55
Health & Welfare (36.54%)	5.50
Pension (6.99%)	1.05
I.A.P. (7.61%)	1.15
GROSS	\$25.30

LEVEL 4: 65%

+ Base	\$16.31
+ Vacation (16.94%)	2.76
Health & Welfare (33.72%)	5.50
Pension (9.80%)	1.60
I.A.P. (7.61%)	1.24
GROSS	\$27.41

LEVEL 5: 70%

+ Base	\$17.56
+ Vacation (16.94%)	2.98
Health & Welfare (31.32%)	5.50
Pension (12.21%)	2.14
I.A.P. (7.61%)	1.34
GROSS	\$29.52

LEVEL 6: 75%

+ Base	\$18.82
+ Vacation (16.94%)	3.19
Health & Welfare (29.23%)	5.50
Pension (14.30%)	2.69
I.A.P. (7.61%)	1.43
GROSS	\$31.63

LEVEL 7: 80%

+ Base	\$20.07
+ Vacation (16.94%)	3.40
Health & Welfare (27.40%)	5.50
Pension (16.12%)	3.24
I.A.P. (7.61%)	1.53
GROSS	\$33.74

LEVEL 8: 85%

+ Base	\$21.33
+ Vacation (16.98%)	3.61
Health & Welfare (26.74%)	5.50
Pension (17.58%)	3.78
I.A.P. (7.62%)	1.62
GROSS	\$35.84

Apprenticeship***	.19
* Advancement***	.16
Nat'l I.W. Appr. Fund***	.05
Drug Testing***	.03
I.J.J.***	.03
M.O.S.T.***	.16

*Where the employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, a contribution of sixteen (\$.16) cents per hour shall be made to the jointly administered Manpower Optimization Stabilization and Training Fund.

+Taxable

***PLEASE BE ADVISED - As with the Journeyman Structural rates, all of these Funds are due and payable for all apprentice classifications. For space consolidation, they are only being listed once.

PLEASE BE SURE TO ACQUIRE THE PROPER APPRENTICE CONTRIBUTION FORM FOR FUNDING THEIR BENEFITS (i.e. Structural, Conveyor, Fence, Glazing and Siding and Decking Apprentices - Use Form #3002, Rigging Apprentices - Use Form #2016 and Reinforced Apprentices - Use Form #4020).

Increases to the Rigging Contract will be as follows:

PROTECTED**\$1.65 Effective 6/1/01****\$1.70 Effective 6/1/02****\$1.75 Effective 6/1/03****NON-PROTECTED****\$1.65 Effective 6/1/01****\$1.70 Effective 6/1/02****\$1.75 Effective 6/1/03**

SECTION VII
2002 Wage Scales

PROTECTED JOB RATES (Projects where it is required that the Employer be signatory to General Presidents' Agreements, Maintenance Agreements, NEA Agreements, NCEFR Agreements, Project Agreements and similar agreements with the International Union and/or when working with Millwrights.)

Effective June 1, 2002 through May 31, 2003

Effective 6/1/02	Journeyman	Steward	Foreman	General Foreman
Base Wage*	\$25.12	\$25.41	\$26.21	\$26.80
Vacation*^	4.17	4.17	4.17	4.17
Pension	5.41	5.41	5.41	5.41
Health & Welfare	7.27	7.27	7.27	7.27
I.A.P.	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>	<u>1.90</u>
GROSS	\$43.87	\$44.16	\$44.96	\$45.55
Apprenticeship . . . . .	.14	.14	.14	.14
Advancement** Pay one fund only . . . . .	.16	.16	.16	.16
MOST** You do not pay both . . . . .	.16	.16	.16	.16

NON-PROTECTED JOB RATES (i.e. - Rigging Barns)

Effective 6/1/02	Journeyman	Steward	Foreman	General Foreman
Base Wage*	\$23.05	\$23.34	\$24.14	\$24.73
Vacation*^	2.57	2.57	2.57	2.57
Pension	4.76	4.76	4.76	4.76
Health & Welfare	7.14	7.14	7.14	7.14
I.A.P.	<u>1.63</u>	<u>1.63</u>	<u>1.63</u>	<u>1.63</u>
GROSS	\$39.15	\$39.44	\$40.24	\$40.83
Apprenticeship . . . . .	.14	.14	.14	.14
Advancement** Pay one fund only . . . . .	.16	.16	.16	.16
MOST** You do not pay both . . . . .	.16	.16	.16	.16

*Taxable

^The Vacation Pay is added in for taxing purposes, deducted out and funded on the contribution form.

**Where the employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, a contribution of sixteen cents (\$.16) per hour shall be made to the jointly administered Manpower Optimization Stabilization and Training Fund (M.O.S.T.).

PLEASE NOTE: Effective June 1, 1998 all contributions (Health, Pension, Vacation, and I.A.P.) are now based on HOURS PAID (to be calculated at time and a half and double time) when overtime is worked. The Apprentice contribution remains based on hours worked.

If you have any questions regarding the above, please contact the Fund Office at (248) 347-3100.

2002 APPRENTICE RATE SCHEDULE

WHEN FUNDING HEALTH & WELFARE AND PENSION CONTRIBUTIONS ON YOUR APPRENTICES, PLEASE REMIT THE SAME PERCENTAGES AS INDICATED ON THE CONTRIBUTION FORM. DO NOT USE THE HEALTH & WELFARE AND PENSION PERCENTAGES LISTED BELOW. THE FUND OFFICE WILL MAKE THE PROPER ALLOCATION BETWEEN THE HEALTH FUND AND THE PENSION FUND FOR EACH APPRENTICE AFTER YOU HAVE SUBMITTED YOUR CONTRIBUTIONS. ANY QUESTIONS REGARDING THIS PLEASE CALL THE FUND OFFICE AT 248-347-3100.

APPRENTICE RATE SCHEDULE (UNPROTECTED JOBS) EFFECTIVE JUNE 1, 2002 THROUGH MAY 31, 2003

LEVEL 1: 50%

+ Base	\$12.99
+ Vacation (16.98%)	2.20
Health & Welfare (44.42%)	5.77
Pension (0.00%)	.00
I.A.P. (7.62%)	.99
GROSS	\$21.95

LEVEL 2: 55%

+ Base	\$14.28
+ Vacation (16.98%)	2.43
Health & Welfare (41.31%)	5.90
Pension (3.01%)	.44
I.A.P. (7.62%)	1.09
GROSS	\$24.14

LEVEL 3: 60%

+ Base	\$15.58
+ Vacation (16.98%)	2.65
Health & Welfare (37.86%)	5.90
Pension (6.46%)	1.00
I.A.P. (7.62%)	1.19
GROSS	\$26.32

LEVEL 4: 65%

+ Base	\$16.88
+ Vacation (16.98%)	2.86
Health & Welfare (34.95%)	5.90
Pension (9.37%)	1.59
I.A.P. (7.62%)	1.29
GROSS	\$28.52

LEVEL 5: 70%

+ Base	\$18.18
+ Vacation (16.98%)	3.09
Health & Welfare (32.46%)	5.90
Pension (11.87%)	2.16
I.A.P. (7.62%)	1.39
GROSS	\$30.71

LEVEL 6: 75%

+ Base	\$19.48
+ Vacation (16.98%)	3.31
Health & Welfare (30.29%)	5.90
Pension (14.03%)	2.73
I.A.P. (7.62%)	<u>1.49</u>
GROSS	\$32.91

LEVEL 7: 80%

+ Base	\$20.78
+ Vacation (16.98%)	3.53
Health & Welfare (28.40%)	5.90
Pension (15.92%)	3.31
I.A.P. (7.62%)	<u>1.58</u>
GROSS	\$35.10

LEVEL 8: 85%

+ Base	\$22.06
+ Vacation (16.98%)	3.76
Health & Welfare (26.74%)	5.90
Pension (17.58%)	3.88
I.A.P. (7.62%)	<u>1.68</u>
GROSS	\$37.28

Apprenticeship*** .....	.19
* Advancement*** .....	.16
Nat'l I.W. Appr. Fund*** .....	.05
Drug Testing*** .....	.03
I.I.I.*** .....	.03
M.O.S.T.*** .....	.16

*Where the employer is precluded from making a contribution to the Industry Advancement and Promotion Fund, a contribution of sixteen (\$.16) cents per hour shall be made to the jointly administered Manpower Optimization Stabilization and Training Fund.

+Taxable

***PLEASE BE ADVISED - As with the Journeyman Structural rates, all of these Funds are due and payable for all apprentice classifications. For space consolidation, they are only being listed once.

PLEASE BE SURE TO ACQUIRE THE PROPER APPRENTICE CONTRIBUTION FORM FOR FUNDING THEIR BENEFITS (i.e. Structural, Conveyor, Fence, Glazing and Siding and Decking Apprentices - Use Form #3002, Rigging Apprentices - Use Form #2016 and Reinforced Apprentices - Use Form #4020).

SECTION VIII

General Working Conditions

A. A minimum crew of Ironworkers shall consist of three (3) employees, one of whom shall be the Union Steward, one of whom shall be a Foreman and receive Foreman's wages. The Foreman shall be responsible for seeing that the job is conducted efficiently with due regard to the safety and welfare of the employees. On all erection work, dismantling, or association work and all other similar work, the Employer further agrees to employ the necessary number of employees as shall be

determined by the Foreman to man the job efficiently with due regard to the safety of the employees. A journeyman to apprentice ratio of 4:1 shall be established on a company-wide basis.

B. The Employer agrees that on all other work where other crafts such as electricians, interalia, and who are on the Employer's payroll and who are not members of the Union, the Employer shall maintain a service crew of one (1) man who shall be the Steward or the Foreman.

All such employee assignments outlined herein shall be job performing assignments. Failure to comply with this paragraph shall be deemed as a major violation of this Agreement subject to arbitration of the Labor Management procedure. Employees who are members of the Union shall be made whole for any loss of wages in violation of this paragraph. If there are no members who are directly affected, then said monies shall be computed and paid jointly to an agreed upon beneficiary.

C. A Foreman shall have no authority neither to hire or dismiss nor to effectively recommend such hiring or dismissal of any employee. The same shall apply to a General Foreman, unless empowered in writing as set forth in Paragraph J of this Section. Employees shall not be removed from a company employment without the company being contacted and the consent of the company received.

D. Eight (8) hours shall constitute a day's work, from 8:00 a.m. to 4:30 p.m. from Monday through Friday; however, the starting time between May 1 and October 1 may be adjusted to 7:00 a.m. with notification to the Business Manager prior to the start of the job. Where composite crews are working the Employer must receive prior approval of the Business Manager.

E. A contractor shall be required to write payroll checks from a local bank.

F. The Employer agrees to pay wages weekly on the job on a regular stated pay day which shall be regularly Friday and under no circumstances shall an employee be paid on any other day except as further outlined here in this Agreement. If employees are required to report at the office on the Friday, they shall be paid at that office. The Employer will not withhold more than three (3) days wages due to the employees, to enable them to prepare the payroll. Should the regular pay day fall on a holiday or a day observed as such, the Employer shall pay the preceding day. The Employer further agrees that when men are paid on the job, they shall receive their pay one-half (1/2) hour following their lunch hour and/or one half (1/2) hour before quitting time.

G. (1) The employees of the Employer on being discharged or laid off, shall be paid in full at the Employer's office, the same day, if laid off or discharged at the Employer's office before 4:30 p.m.

(a) Employees on being discharged or laid off on the job shall be paid immediately prior to being discharged or laid off at or before 4:30 p.m.

(b) If not, employees shall be paid for their waiting time until paid off, at straight time rates before 4:30 p.m.

(2) Employees laid off or discharged by 4:30 p.m. Monday through Friday shall receive their paychecks by quitting time of same day. If paychecks are not received at this time, they must be mailed and post-marked by noon of the next business day or an additional two (2) hours

will be imposed on Employer for delinquent paycheck. An additional two (2) hours every day that the check is not mailed will apply. Saturday, Sunday and Holidays are exempt, and checks shall be mailed on the next business day or a two (2) hour penalty per day shall be imposed. Checks are to be paid directly to the discharged employee and not sent to the Union Hall.

(3) No employee will be permitted to remain on Employer's property after receiving termination pay.

H. (1) When employees are ordered to a job or to the office, by the Employer's authorized representative, on a regular work day and are not put to work, they shall receive two (2) hours guaranteed show-up pay.

(2) The Employer further agrees that when men are ordered in for work on a Sunday or Holiday, or a day observed as such and put to work, they shall receive a guarantee of four (4) hours pay, weather permitting, and two (2) hours pay if not put to work, or inclement weather prevents work, they shall receive two (2) hours pay at double time rates.

I. Work and Pay Guarantees

(1) An employee called in and put to work shall receive a guarantee of four (4) hours pay.

(2) An employee called in and put to work on a Sunday or Holiday shall receive a guarantee of four (4) hours pay at the specified rate (double time).

J. The employee working with the company who is called from his home to report for work at a specified time will be paid starting at the specified time. If the employee is directed to report immediately, the starting time will be at the time of the call. The employee shall receive not less than a guarantee of four (4) hours work or the equivalent in pay at the rates of pay as specified herein. The guarantee and exclusion provision herein in I(1), (2) and J, shall prevail for all work performed.

K. The Employer shall supply to the Union a list of all authorized persons who shall be responsible for ordering men to work from day to day. It shall be the duty of these persons to find out as soon as possible which employees shall be ordered for work on the following day.

L. (1) Proper facilities in all garages and on all job sites will be made available for the employees to change and dry their clothing, and proper facilities for sanitary washing and toilet must be provided, including a safe and proper place for personal tools, if required, and clothing. The Employer shall be responsible for all employees' tools and/or clothing damaged or destroyed as a result of fire or theft through break in or illegal entry not to exceed present value, unless the Employer has furnished a safe place for the keeping of tools and clothing during the time when the garage is closed and the employee has failed to keep his tools and clothing therein. The employee must provide the Employer with a written inventory of his tools and clothing before the loss occurred and failure to do so will preclude his recovery under this section.

(2) If men must travel in trucks to and from the job, the trucks shall have proper weather protection in inclement weather for the employees who ride on these trucks or the employees will not be obligated by this Agreement to ride on the trucks and the Employer shall bear the expense

of such transportation needed to protect the men from the weather conditions. Rain, snow or sleet, or below 32 degrees in temperature shall be constituted as inclement weather.

M. An employee who is discharged or otherwise severed from the payroll shall receive notice thereof, in writing, stating reason for discharge or severance.

N. It is agreed by the Employer that the Union will be permitted to place a bulletin board in the shanty or in the garage or on job where such letters and notices sent out for the general information of the membership and employees may be posted.

O. Employees injured on job shall be paid for any time spent in hospital or clinic on the day of injury up to 4:30 p.m. at the regular rate. The Employer shall also pay travel time to and from the hospital or clinic, for treatment of the injury, on the day it occurred.

P. (1) The lunch period may be curtailed or changed only by an agreement between the Employer's representative and the men on the job. If the employees are required to work past 5:00 p.m., they shall receive a second lunch period with no loss in pay. It is understood, to be eligible for the second lunch period as herein described, the Foreman will determine if the job shall exceed 7:30 p.m., and for every four (4) hours thereafter a lunch period must be taken with no loss in pay at the rate of pay in effect when the lunch period is taken.

(2) Employees shall be paid if unable to take second lunch period one half (1/2) hour at double time additional.

Q. The Employer agrees not to discipline, discharge, or discriminate against any individual employee for upholding the Union's principles; or for serving on a committee of the Union, or for refusing to cross any primary picket line.

R. Beverage Breaks. The Employee shall be allowed to have a non-alcoholic beverage at his work area, once in the first half of his shift and once in the second half. Each break shall not exceed ten (10) minutes in length.

S. Any employee who is assigned to any job and fails to live up to this Agreement, or is unfit or refuses to go to work of his own accord, shall be held responsible to the Union.

SECTION IX

Overtime

A. (1) Time and one half (1 1/2) shall be paid for all work performed before 8:00 a.m. and after 4:30 p.m. except as provided in Section IX.

(2) All double time work on multiple shifts shall be provided for in Paragraph A and Paragraph E of Section IX and shall be paid accordingly.

(3)(a) Time and one half (1 1/2) shall be paid for all work performed on Saturday. Double time shall be paid for all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and Sundays or days observed as such. No work shall be performed on Labor Day except in dire necessity to protect life and property and/or make safe a hazardous condition, and must receive approval of the Business Manager of this Union.

(b) The Employer further agrees that if any holiday specified in above paragraph (3)(a) falls on Sunday, that the following day, Monday, shall be considered the Holiday for all purposes and the employee shall be paid accordingly.

(4) The Employer agrees that there will be absolutely no substituting of employees on any overtime and/or double time work including Saturday, Sundays or Holidays.

(a) The Employer reserves the right to assign men to such special work as may require their services.

(b) It is further agreed that when the Employer substitutes men on any overtime and/or double time work, specialized workmen excepted, including Saturday, Sunday or Holiday, that those men who are substituted for shall be reimbursed for the total amount of lost wages and other benefits.

(c) The Employer agrees that:

(1) Overtime will be prorated among employees on an equitable basis.

(2) When fifty percent (50%) of the employees are not on a full shift basis, and overtime is the equivalent of a shift then a second shift rather than overtime shall be worked.

(d) The Employer agrees that for the purpose of carrying out the intent of this subsection that all employees working on the job regardless of job number or work purchase order, that the entire job shall be considered as one and that no employee from an alien job shall be utilized unless in accordance with the exceptions outlined herein. If an employee is replaced by any employee from an alien job, he shall be entitled to any lost wages and other money damages suffered, and the Employer shall be liable for the same, and the employee replaced shall receive payments of the same on his next regular pay check including all fringe benefits.

(e) A minimum of eight (8) hours off shall be required after a journeyman has worked sixteen (16) hours, or that journeyman shall continue to be paid at the applicable overtime rate.

SECTION X

Shift Work

A. Shift work shall be on a five (5) day week basis between 8:00 a.m. Monday until 8:00 a.m., Saturday, at straight time rates and the hours worked shall be governed by Paragraph B of Section IX.

B. When two (2) shifts are employed, each shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours pay at straight time rate. When three (3) shifts are employed, seven (7) hours shall constitute a day's work for each shift for which straight wage of eight (8) hours shall be paid or a proportionate part thereof for time worked.

C. When multiple shifts are worked on Sunday or recognized holidays, the following shall apply: When two (2) shifts are employed each shift shall work seven and one-half (7 1/2) hours for eight (8) hours pay at two (2) times 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 two (2) times the straight time rate of wages or a proportionate part thereof for time worked.

D. Starting time on shift work may be optional with the Employer provided employees are notified.

E. The Employer agrees that on all multiple shifts worked that where the employees are employed longer than the prescribed amount of hours as outlined herein this Section IX, Paragraph B, that the employees will receive for all work over seven and one half (7 1/2) hours, or seven (7) hours on a three (3) shift day, paid at one and one half (1 1/2) times the regular hour wage rates except Sundays, Holidays or days observed as such shall be paid at two (2) times the regular hourly wage rate.

F. On all shift work performed on Sundays or Holidays, the over-time rate of double time shall start at the beginning (8:00 a.m.) of the first shift or morning shift and shall end at 8:00 a.m. Monday following unless Monday is same as a Holiday, then it shall end at 8:00 a.m. Tuesday.

NOTE: Double time rates shall only be paid on Sunday and Holidays and those times when the Employer had tradesmen on his payroll and working on the job with the Ironworker, and the tradesmen are receiving double time rates; then the Ironworker(s) shall receive double time rates.

SECTION XI Traveling Time

A. Employees covered by this Agreement transferred from job to job during the regular working hours shall be paid for such transfer.

B. Employees, if ordered to check in at the rigging yard by the Employer, time exclusive of travel expenses as stated herein, shall start and end at the yard. If a particular job is of more than one (1) day's duration and employees are ordered to check into the rigging yard at the completion of said job by the Employer, the employee shall be paid for the work time performed and return time pay to the yard. It is the mandatory obligation of the Employer under this Agreement to notify the employees of the duration of the job before commencement thereof, and any employees not so notified of the duration of the job before commencing of same, will be entitled to return time pay to the yard on the day he started work.

C. On jobs of not more than one day's duration, employees, if ordered by the Employer shall check in and out of the yard and the pay shall start and end at the yard.

D. The Employer agrees that the employee has the prerogative of using his own transportation to and from the job on all work performed beyond the City limits of Detroit.

SECTION XII Chief Stewards and Job Stewards

A. The Business Manager shall appoint a member in good standing "Chief Steward" at the Company he is employed with or he may authorize the men at the Company to select the Chief Steward, subject to his direct approval. The Chief Steward shall appoint "Job Stewards" on all jobs with the approval of the Business Manager. The Chief steward and Job Steward shall keep a record of the employees hired and when they are laid off and discharged and take up all grievances on the job and try to have the same adjusted. They shall be permitted reasonable time to investigate, present and process grievances and further Union principles,

without loss of time or pay during his regular working hours, on or off the job site. Such time spent during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime. In the event that he cannot adjust these grievances, he must promptly report the facts to the Business Manager on the forms provided so efforts can be made at adjusting any or all matters without a stoppage of work. He shall report all unsafe conditions and endeavor to adjust same. He shall see that provisions of this Agreement are complied with and report to the Union the true conditions and facts.

B. The Chief Steward, Job Steward or Company designated Representative shall promptly take care of the injured workers and accompany them to their home or to a clinic, hospital and/or as the case may require without any loss of time and report the injury to the Business Manager of the Union and shall immediately fill out the necessary Union Accident Report and furnish a copy to the Employer. Injured employee and Steward shall suffer no loss of pay for the time spent in the hospital and/or as the case may be, a clinic, or traveling to and from the job to the hospital or clinic. The Union will be furnished the name of Company designated representatives.

C. The Employer agrees that no discrimination shall be practiced against any Steward for the performance of his duties.

D. The Business Manager reserves the right to change the Chief Steward and Job Stewards at any time deemed necessary by him. The Employer agrees that the Chief Steward and Job Steward will be the last man laid off and that no job will be performed without a Steward.

E. No Steward has any authority, real or apparent, to act for, or on behalf of the Union in any manner so contrary to, or in violation of any applicable section or provision of the Labor Management Relations Act of 1947, as amended, or any State Labor Statute.

F. The Employer agrees that the Chief Steward shall have preference of all overtime work. Job Stewards shall have preference of all overtime work on jobs they are assigned to by the Union.

G. The Employer agrees that no Steward can be discharged other than for just cause.

SECTION XIII

Safety

A. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to ensure the safety and health of its employees. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

B. The safety and health standards and rules are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

SECTION XIV

Drug and Alcohol Testing Program

The Union and Association shall develop a Model Drug and Alcohol Testing Program, which shall be available for adoption by an Employer upon written notification to the Union. The Employer may adopt the model policy on a company-wide or individual job/project basis.

The Model Drug and Alcohol Testing Program shall contain the following:

A. Right to test/screen employees under the following circumstances:

1. Prehire Screening
2. Testing for Cause

B. Testing Procedure with the following requirements:

1. Chain of Custody
2. Split Sample
3. Initial EMIT Test - Positives Confirmed by GC/MS
4. Confidentiality of Records
5. Testing by Certified Laboratories

Note: Effective June 1, 2001 the model program adopted shall be based on the 1998 M.U.S.T. (Management and Unions Serving Together) Drug Testing Program.

The Union agrees to negotiate modifications to the right to test, where such modifications are required by contract with an owner.

SECTION XV

Fund Office

A. The official fund offices shall be located at the Fringe Benefit Funds, 25130 Trans X Drive, Novi, Michigan 48376-8006.

B. One (1) check for fringe benefits shall be sent to the depository designated by the Trustees of the fringe benefit funds.

SECTION XVI

Credit Union Deductions

A. During the life of this Agreement, Employer agrees to deduct, at the option of the employee, a uniform deduction in the amount of five percent (5%) or ten percent (10%) of gross earnings, exclusive of Health and Welfare, Pension, Vacation and Holiday Pay and Apprenticeship Fund from the weekly pay of each employee who executes or has executed "Authorization for Deduction Forms" as provided for by "Iron Workers Local No. 25 Credit Union." Monies deducted shall be directed to the office of the Credit Union on report forms so provided no later than the 10th of the month following the month for which deductions were made.

B. Once an employee has signed up for credit union deductions, he must remain in the program for the duration of the calendar year for each Employer he has signed up for, unless the employee submits a request in writing to be dropped. Such request must be submitted to each Employer a minimum of four (4) weeks prior to the credit union deduction being terminated. All monies deducted can only be collected from the Credit Union.

SECTION XVII

Surety Bonds/Security Deposit

The Employer shall, upon becoming a party to this Agreement, deliver to the Trustees of the Joint Funds a surety bond or cash security in the amount set forth below to guaranty payments required to be made to the Iron Workers Local No. 25 Health Fund of Eastern Michigan; Iron Workers Local No. 25 Pension Fund; Iron Workers Local No. 25 Individual Account Retirement Fund; Iron Workers Local No. 25 Excess Benefit Plan; Iron Workers Apprenticeship Fund of Eastern Michigan; Iron Workers Local No. 25 Vacation Pay Fund, Manpower Optimization, Stabilization and Training Fund; and Great Lakes Fabricators and Erectors Industry Promotion and Improvement Fund (Joint Funds), as well as credit union deductions. The Trustees of the Joint Funds are authorized to make claim against the surety bond or apply against the cash security any delinquency or liquidated damage owed by the Employer, and any cost of collection, attorney, or audit fee which arises in connection with such collection activity. The following provisions shall apply:

A. Effective February 1, 2002 each Employer signatory to this agreement shall obtain a surety bond in the amount of \$25,000. If an Employer is unable to obtain a surety bond, it may post surety in the form of cash (cash security) to an account administered by the Joint Funds. The account will be separate from all other accounts and shall not be commingled with accounts for any other purpose. If the employer substitutes a surety bond for a cash security deposit made under this section, the security deposit will be returned to the Employer upon presentation of the surety bond.

B. If an Employer is unable to obtain a surety bond or post the cash security referenced above, the Trustees may, at their sole discretion, place the Employer on a weekly schedule of contribution payments which will require a minimum of three weeks cash security based upon an estimated amount of contributions to be determined by the Trustees.

C. If an Employer is delinquent in submitting contributions for two consecutive months, the Trustees may, at their discretion, increase the amount of surety bond or cash security required in an amount not to exceed the previous three months of contributions submitted.

D. The Union agrees to accept the Great Lakes Fabricators and Erectors Association (hereinafter referred to as Guarantor) as surety for each of its members for the payment to the Joint Funds;

E. A Guarantor may cancel its surety obligation in its entirety or for any individual member of the association by providing ten (10) days written notice to the Union and the Joint Funds that it will no longer be surety, and thereafter, shall not be liable for accruing defaults;

F. Each Employer member of the Guarantor, by becoming a party to this Agreement, authorizes and empowers its association to act on its behalf and, until notice in writing to the contrary to the Union and to its association is received, it shall be prima facie evidence that its association is acting as surety hereunder for said Employer;

G. The Union shall have the right to strike the Employer after providing twenty-four (24) hour written notice to the Employer for the following violations: If the Employer has not obtained the appropriate surety bond or cash security deposit within forty-eight (48) hours of signing the Collective Bargaining Agreement; if an Employer's surety bond

has been terminated or canceled; if the surety bond or cash security deposit is no longer in the appropriate amount whether due to claims made against the bond or security or any other reason; any other failure to provide or post the appropriate surety bond/cash security as provided in this Section, including but not limited to, the amount and form of the surety bond/cash security. Such strike action taken by the Union is excepted from the requirements of the grievance procedure provided in this agreement. It is expressly understood that this provision does not substitute or reduce any other authority conferred upon the Joint Grievance Board under this agreement.

H. The surety bond must be accompanied by the following information:

- a. the full name of the surety company issuing the bond;
- b. the address of the surety company issuing the bond;
- c. the name and the address of the agent for the surety company issuing the bond for service of process;
- d. the name of the local agent for the surety company issuing the bond;
- e. the address of the local agent for the surety company issuing the bond;

I. The Trustees of the Joint Funds reserve the right to reject a bond offered by an Employer if in its judgment the surety has unreasonably refused to pay claims on any bond previously issued and/or if it is not in the appropriate form, amount, or with the attendant information as set forth herein.

J. The surety bond shall be by an insurance or surety company authorized to do business in the State of Michigan and shall be in the following form:

SURETY BOND CONTRACT

We, _____, as Principal, and _____
(Bonding Company Name), as Surety, are bound unto each of the following Funds and their trustees (hereafter referred to as Obligee and/or Funds)

1. Iron Workers Local No. 25 Health Fund of Eastern Michigan
2. Iron Workers Local No. 25 Pension Fund
3. Iron Workers Local No. 25 Individual Account Retirement Fund
4. Iron Workers Local No. 25 Excess Benefit Plan
5. Iron Workers Apprenticeship Fund of Eastern Michigan
6. National Iron Workers and Employers Apprenticeship Training and Journeyman Upgrading Fund
7. Iron Workers Local No. 25 Vacation Pay Fund
8. Manpower Optimization, Stabilization and Training Fund
9. Great Lakes Fabricators and Erectors Industry Promotion and Improvement Fund in the sum of _____ (\$ _____) Dollars.

It is understood that the Principal employs various personnel who perform work as defined in the Collective Bargaining Agreement between the Principal and Iron Workers Local Union No. 25. The Collective Bargaining Agreement between those parties, among other things, provides

for the payment of fringe benefit contributions to the various Funds, as well as liquidated damages, attorney fees, and other costs of collection for the inaccurate, incomplete, or untimely payment of the obligations set forth in that Agreement. The condition of this obligation is that if the Principal completely and timely complies with the provisions of the Collective Bargaining Agreement regarding payment of all fringe benefit contributions, liquidated damages, attorney fees and costs of collection, then this obligation is void and of no effect. However, should the Principal not completely and timely comply with the terms of the Collective Bargaining Agreement regarding the payment of contributions, liquidated damages, attorney fees and costs of collection, then this obligation remains in full force and effect.

It is agreed that this obligation applies not only to the Principal and Surety, but to their heirs, executors, administrators, successors and assigns, jointly and severally.

It is further agreed that the obligee/Funds are not bound by any notice provisions which may be contained in any other document submitted by the bonding company or any other statement issued by the Surety as the obligee/Funds are bound only by the statute of limitations which applies under the law.

This bond may be canceled by the Surety giving no less than thirty (30) days written notice to the obligee/Funds of cancellation sent by registered/certified mail.

Liability under this bond is effective for the period beginning _____ and ending _____, however, liability under the bond may be continued by a Continuation Certificate signed by the Principal and the Surety.

SECTION XVIII Fringe Benefit Funds

A. Effective for all work performed on and after June 1, 2001, an Employer shall make contributions to the various Iron Workers' Local No. 25 Fringe Benefit Funds hereinafter described in the respective amounts and under the respective conditions set forth herein.

B.1. Monthly contributions to all such Funds are payable and must be received by the bank depository on the 26th day of the month following the month in which the hours are worked and shall be combined and remitted in one check and payable to the "Iron Workers Local No. 25 Fringe Benefit Funds". Such contributions shall be accompanied by remittance.

2. If the fringe benefits are not paid timely, the Employer must file its completed remittance report form for the month in question with the Fund Office, P.O. Box 8006, Novi, Michigan 48376-8006, showing hours worked and fringe benefits due.

3. Federal law requires that each Employer furnish the following information to the Fund Office if no men were employed during a particular month: (a) inactive, or (b) final report (reason must be given).

C. HEALTH FUND. For each Employee covered by this Agreement, an Employer shall contribute to the "Iron Workers' Health Fund of Eastern Michigan" an amount equal to the percentages as outlined in Section VI. Title to all contributions paid into and/or due and owing the Fund shall

be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

D. PENSION FUND. For each Employee covered by this agreement, an Employer shall contribute to the "Iron Workers' Local No. 25 Pension Fund" an amount equal to the percentages as outlined in Section VI. Notwithstanding any other provision in this Agreement, contributions payable to the Pension Fund on behalf of a Retiree who becomes re-employed shall be paid into the Iron Workers' Local No. 25 Individual Account Retirement Fund. Title to all contributions paid into and/or due and owing the Fund shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

E. INDIVIDUAL ACCOUNT RETIREMENT FUND. For each Employee covered by this Agreement, an Employer shall contribute to the "Iron Workers' Local No. 25 Individual Account Retirement Fund" an amount equal to the percentages as outlined in Section VI. Title to all contributions paid into and/or due and owing the Fund shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

F. APPRENTICESHIP FUND. For actual work performed by Employees in its employ who are covered by this Agreement, an Employer shall contribute to the "Iron Workers' Apprenticeship Fund of Eastern Michigan" an amount as outlined in Section XXI. Contributions to this Fund shall be used exclusively to defray training costs as provided for in the Joint Apprenticeship Training Program. An office for an apprentice coordinator will be set up and paid for from the Apprenticeship Fund. Title to all contributions paid into and/or due and owing the Fund shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

G. VACATION PAY FUND. For each Employee covered by this Agreement, an Employer shall contribute to the "Iron Workers' Local No. 25 Vacation Pay Fund" an amount equal to the percentages as outlined in Section VI of the Employee's gross earnings before taxes. The amount of contributions made in his behalf to this Fund shall be added to the Employee's gross earnings in computing withholding of his income tax and F.I.C.A. contributions. Title to all contributions paid into and/or due and owing the Fund shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

H. EXCESS BENEFIT FUND. The parties hereby agree to create an Excess Benefit Plan Fund ("Fund") to pay any benefits in excess of the Section 415 Limits.

1. The Administrator of the Iron Workers' Local No. 25 Pension Plan ("Plan") will, on a monthly basis determine the amounts to be paid to beneficiaries from the Fund in the following month. Said amount being the mathematical calculated Defined Benefit in excess of the payment permitted under IRC §415. Said amount is to be further increased to reflect the F.I.C.A. taxes due thereon so that the payment net of the F.I.C.A. taxes to be paid to the employee would be the same amount he would be entitled to without the payment being subject to said taxes.

2. Prior to the payment of the employer contributions to the Plan, the Administrator shall deduct the necessary moneys to pay the aforementioned amount to the Fund.

3. The payments to each of the beneficiaries for the month will be first remitted from the Plan in the amount as restricted pursuant to IRC §415, and supplemented by any amount determined to be paid to them from the Excess Benefit Fund.

I. Any person who performs work covered by the Collective Bargaining Agreement between the parties having an Employer signatory to the agreement, and who has a financial interest in the Employer, direct or indirect, whether that interest shall be as sole proprietor, partner, shareholder, or similar financial interest, shall pay to each of the Funds set forth in this Section contributions based on 160 hours per month or the actual hours worked, whichever is greater, for any month in which one or more hour of work has been performed. Contributions will not be owed for any month in which no work was performed, provided that the Employer notifies the Trustees of the Joint Funds seven days before the first of each month that no work will be performed; otherwise, the above provisions apply in full.

J. The Health, Pension, Individual Account Retirement, Apprenticeship, Vacation Pay and Excess Benefit Funds shall be administered jointly by an equal number of representatives of the Employers and Union, in accordance with the respective Agreements and Declarations of Trust pursuant to which they are established. Said Agreements and Declarations of Trust shall conform to all requirements of law and copy of same, together with any amendments thereto, shall be considered as part of this Agreement as though they were set forth herein at length.

Iron Workers' Local Union No. 25 shall elect, designate or appoint the Union Trustees, and the Great Lakes Fabricators and Erectors Association shall appoint the Employer Trustees to the Health, Pension, Individual Account Retirement, Apprenticeship, Vacation Pay and Excess Benefit Funds.

K. If, in doing work outside the geographical jurisdiction of the Union, an Employer is required to make contributions to another Health, Pension, Individual Account Retirement, Apprenticeship, Vacation Pay and Excess Benefit Funds on behalf of Employees covered by this Agreement, he shall not be required to make duplicate contributions for the same man hours of work to the similar Fund or Funds described herein.

L. By execution of this Agreement, an Employer, whether or not a member of an Employer Association which is a party hereto, authorizes such Employer Association to enter into appropriate Trust agreements necessary for the administration of the foregoing Fringe Benefit Funds and to designate the Employer Trustees under such agreements and hereby waives all notice thereof and ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

M. An Employer who fails or refuses to make required contributions by the 26th of the month as per Section B of this Section, agrees to pay liquidated damages for late payment and the cost of collection resulting from the late payment of contributions. The liquidated damages shall be based on the length of time such contributions are due, the amount of delinquent contributions, the date payment is actually made, and the administrative, accounting and legal expense required to collect the delinquent

fringe benefits. The liquidated damages shall be calculated in accordance with rules and regulations as promulgated from time to time by the Boards of Trustees of the Fringe Benefit Funds and upon notification to contributors who then shall be bound by such rules.

The Employer understands and agrees that the Trustees of the Fringe Benefit Funds provided for in this Agreement have the power, as provided for in their respective Trust Agreements, to fix a schedule of liquidated damages to be assessed against an Employer who fails to make the contributions required hereunder in the correct amount and when due. The Employer agrees to pay the liquidated damages assessed against him for failure to pay contributions when due.

Acceptance of any contributions by the Fringe Benefit Funds or the Trustees or Administrator thereof shall not constitute a waiver of the right to assess liquidated damages if such contributions are paid after the due date.

If the payment is not made by the 26th of the month, liquidated damages shall be assessed against the delinquent Employer at three (3%) percent over the prime rate established by Comerica Bank located in Detroit, Michigan, on the date the delinquency first occurs and shall be computed for each day the delinquency exists.

In addition, if an Employer is placed on a payment schedule pursuant to an agreement with the Trustees, the Company shall be charged at a rate of three (3%) percent over the prime rate as established by Comerica located in Detroit, Michigan for any fringe benefits and/or delinquent contributions due the Fringe Benefit Funds.

The Employer agrees to furnish to the Trustees of the various Fringe Benefit Funds provided for in this Agreement, upon request, such information and reports as the Trustees may require in the performance of their duties. The Employer further agrees that the Trustees, or any agent authorized by the Trustees, shall have the right to enter upon the premises of the Employer to perform an audit and to have access to such of the Employer's records as may be necessary to permit the Trustees to determine whether the Employer is complying fully with the provisions of this Agreement regarding contributions. Should a shortage in contributions be determined as a result of an audit, the Employer agrees to pay a liquidated damage in the amount of seven (7%) percent of the total shortage found.

Payment of these liquidated damages must be made payable to "Iron Workers' Local No. 25 Fringe Benefit Funds" in accordance with the instructions issued by the Trustees of said Funds.

These liquidated damages do not preclude the Trustees from exercising their legal rights and remedies to which they may be entitled under ERISA or other law, whether or not legal action is commenced to collect the delinquencies.

All liquidated damages paid and collected in accordance with the foregoing provisions shall be allocated by the Trustees of the Fringe Benefit Funds among said Funds on a proportionate basis.

N. In the event an Employer who is bound by the terms of this Agreement shall fail to make any payments or violate any of the lawful rules and regulations or Trust Agreements of the fringe benefit funds, the Administrator of the Joint Funds shall immediately provide written notice to such an employer advising that unless all delinquencies, including all costs of collection charges and/or attorney fees hereinafter provided, are remedied

within twenty-four (24) hours, the Union shall be entitled to strike the Employer, and that the strike may continue until the Employer has satisfied all of the following conditions:

1. Complied with all obligations of this Agreement, including payment of all contributions to the Joint Funds;
2. Paid all liquidated damages, cost of collection charges and/or attorney fees required in accordance with the foregoing schedule;
3. Posted the surety bond or cash security as set forth in Section XVII;
4. Complied with all other conditions, requirements, rules and regulations promulgated by the Trustees of the Joint Funds; and
5. Agreed to make contributions to the Joint Funds on a weekly basis.

O. Notwithstanding anything herein contained to the contrary, it is agreed that in the event any Employer shall be delinquent at the end of any period in the payment of any of his obligations under this Agreement, after the proper official of the Joint Funds shall have given twenty-four (24) hours' notice to the Employer of such delinquency, the Trustees of the Joint Funds or the representatives of the Joint Board or the Union, depending upon the type of delinquent obligation of the Employer, shall have the right to take such actions they determine necessary until such delinquent payments are made; and it is further agreed that in the event such action is taken, the Employer shall be responsible to all affected Employees for any further losses there from.

Where the Union engages in a strike for the collection of the above delinquent payments, the strike actions shall be expressly excepted from the provision and requirements of the grievance procedure provided for in this Agreement. It is expressly understood that this provision is not meant to substitute or reduce any other authority conferred upon the Joint Grievance Board under this Agreement.

P. The Trustees of the respective Joint Fund shall have the further right to take such legal action against any delinquent Employer as in their discretion may be advisable or necessary to effect collection for any of the Joint Funds entitled to moneys from an Employer under this Agreement. At the discretion of the Trustees of the Joint Funds or the Administrator of same, any Employer covered by this Agreement may be ordered to show compliance with the terms and provisions of this Agreement.

Q. In the event an Employer's contribution to the Fringe Benefit Funds does not meet the entire obligation, and a shortage occurs that is deemed uncollectible, any moneys paid shall be applied first to 100% of the outstanding balance of the first below listed Fund, and then 100% to the outstanding balance of the second listed Fund, and continuing in such manner to each successive Fund until such contributions have been exhausted.

1. Vacation Pay Fund
2. Health Fund
3. Individual Account Retirement Fund
4. Apprenticeship Fund
5. Pension Fund
6. Industry Promotion and Improvement Fund
7. Institute of Ironworking Industry

8. Manpower Optimization Stabilization and Training Fund.

The Employer shall remain liable for the outstanding balance due and owing to any of the remaining Funds pursuant to the terms and conditions of this Agreement.

R. The Employer agrees to adopt, abide by, and be bound by all of the provisions of the collective bargaining agreement hereto entered into between Local Union No. 25 and the Association, and any modifications, extensions or renewals thereof, with the same force and effect as *though the aforesaid collective bargaining agreement was set forth here in full.*

S. The Employer agrees to be bound by all the terms and provisions of:

1. The Agreement and Declaration of Trust dated November 30, 1950 and all amendments and restatements thereto of the Iron Workers' Health Fund of Eastern Michigan;
2. The Agreement and Declaration of Trust dated May 8, 1956, and all amendments and restatements thereto of the Iron Workers' Local No. 25 Pension Fund;
3. The Agreement and Declaration of Trust dated June 1, 1986, and all amendments and restatements thereto of the Iron Workers' Local No. 25 Individual Account Retirement Fund;
4. The Agreement and Declaration of Trust dated November 16, 1967, and all amendments and restatements thereto of the Iron Workers' Apprenticeship Fund of Eastern Michigan;
5. The Agreement and Declaration of Trust dated May 1, 1962, and all amendments and restatements thereto of the Iron Workers' Local No. 25 Vacation Pay Fund;
6. The Agreement and Declaration of Trust dated January 4, 1996, and all amendments and restatements thereto of the Iron Workers' Local No. 25 Excess Benefit Fund with the same force and effect as though the Agreements and Declarations of Trust referred to above were set forth here at length and the Employer originally signed the said Agreements and Declarations of Trust; and the Employers agree to make payments covering all of their Employees represented in Local No. 25 to said Funds as required by the collective bargaining agreement and any modifications or amendments thereto, and the Agreements and Declarations of Trust of the aforesaid Funds. The Employer hereby authorizes the Employer Trustees named in aforesaid Agreements and Declarations of Trust and their successors to act for and on his behalf.

T. MICHIGAN STATUTES ANNOTATED 29.585(1). Any Employer who promises in writing to make payments to an Employee Welfare Plan, Vacation Plan, Health Plan, Dental Plan, Profit Sharing Plan, or any Employees' Welfare Plan, either by contract with an individual Employee, by collective bargaining agreement, or by agreement with such Employee Plan, and who fails to make such payments within three (3) weeks after they become due and payable, shall be guilty of a misdemeanor. This section shall not apply for the failure to make payments if prevented by an act of God, proceedings in bankruptcy, order or processes of any court of competent control. Conviction for violation of this section does not relieve the Employer of liability for moneys under such contract agreement.

SECTION XIX

Industry Promotion and Improvement Fund

The parties to this Agreement agree that the Machinery Moving and Installation Industry can do much to promote and better itself. During the past several years, Employers have made many inferior products in the industry that reflect on the product and service of all companies. The solution to the problems of higher quality products and services is still being sought. To further the legitimate object of promoting and improving the Machinery Moving & Installation Industry, together with related products, the Great Lakes Fabricators and Erectors Association has agreed effective June 1, 2001 to contribute sixteen (\$.16) cents per hour worked for each Employee hired under the terms of this Agreement, payable monthly into an Industry Promotion and Improvement Fund. This Fund shall be administered by three (3) Employer Trustees, who shall represent all Employers from whom contributions are required, under a written Agreement and Declaration of trust, which is herewith by reference made a part of this Agreement. The Industry Promotion and Improvement Fund shall be used for the following general purposes:

1. To promote and improve the Machinery Moving and Installation Industry through a system of public and customer education information.

2. By advertising and dissemination of information, point out to the general public the merits of high quality products, services, etc.

3. To do research with a view of improving the quality of the services and products of the industry.

4. To strive for better understanding between Employers and their customers, between such Employers and the general public, and between Employers and their Employees and to ensure to them, the faithful performance and integrity of various fringe benefit funds. The Administrator is authorized to create a reporting form to include all fringe benefit contributions, as well as a space for the Industry Promotion Fund, which shall be deposited in accordance with the direction of the Trustees of the Industry Promotion Fund. The Great Lakes Fabricators and Erectors Association will make available to the Union their annual audit as prepared by a certified public accountant for the preceding fiscal year.

The Great Lakes Fabricators and Erectors Association has agreed that they will pay into their Industry Promotion and Improvement Fund an amount of sixteen cents (\$.16) per hour worked for each Employee hired under the terms of this Agreement. The Trustees shall furnish the Associated General Contractors of America, Detroit Chapter, Inc., a copy of the Declaration of Trust and the I.R.S. exemption letter relating to the Trust. The A.G.C. shall also be furnished a copy of the annual audit, as prepared by a certified public accountant. The Industry Promotion Fund shall be used to promote the Industry in general and maintenance contracts covering work performed by the ironworkers.

5. The Employer shall indemnify and hold harmless Iron Workers Local Union No. 25 against any and all liabilities that may arise by reason of the Union complying with the terms of this Section.

6. There is hereby created by and between the Union and the Employer the Manpower Optimization, Stabilization and Training Fund ("Fund"). The Fund shall be administered by a joint Board of Trustees of the Iron

Workers Local 25 Fringe Funds: six (6) Trustees, three (3) of whom the Union shall elect and three (3) of whom the Great Lakes Fabricators and Erectors Association shall appoint.

The Union and the Employer agree that in the event the Employer is not legally permitted to make contribution pursuant to Section XIX, the Employer agrees to make its like contributions to the Manpower Optimization, Stabilization and Training Fund ("MOST").

SECTION XX

Subcontract Clause

A. The Employer agrees not to subcontract or sublet any work covered by this Agreement to be performed at a construction site to any person, corporation or other business entity not a party to this collective bargaining agreement.

B. *If any Employer subcontracts or sublets any work covered by this Agreement to any person, corporation or other business entity not party to a collective bargaining agreement with the Union, the Employer shall pay to the Iron Workers Local No. 25 Health Fund an amount equal to gross wages, including fringe benefit contributions, which would have been earned by employees working under this Agreement had the Employer not subcontracted or sublet the work to the person, corporation or other business entity not a party to a collective bargaining agreement with the Union.*

C. The Employer further agrees to act as a guarantor of all obligations to the Union and the Iron Workers' Local No. 25 Fringe Benefit Funds contained herein of any person, corporation or business entity which is party to a current collective bargaining agreement with the Union to which the Employer subcontracts or sublets work, as if the Employer itself employed employees of such persons, corporations or other business entity.

D. It is further expressly agreed by the Employer that the provisions of this Section of this Collective Bargaining Agreement shall be cumulative and that action provided to ensure payment taken by the Union and/or Trustees shall not constitute or be regarded as an election of remedies, including the Union's right to withhold the services of its members for failure of the Employer to comply with any of its obligations to the Iron Workers' Local No. 25 Fringe Benefit Funds.

SECTION XXI

Apprenticeship Fund

A. The parties signatory to this Agreement agree to abide by the Apprenticeship Standards of the Local Union No. 25 Joint Apprenticeship Committee as approved by the U.S. Department of Labor Bureau of Apprenticeship and Training. It is further agreed that all rules and actions taken by the Joint Labor Management Apprenticeship Committee and agreed to by the Labor, Management Negotiating Committees should be abided by.

B. *The contribution into the Apprenticeship Training Fund shall be at the rate of fourteen cents (14¢) per hour worked, for each employee. The Administrator is authorized to make a reporting form which includes all Fringe Benefit contributions and an added space for Apprenticeship Fund.*

C. It is agreed that the Apprentice shall be required to attend classes at the Apprenticeship School once every two weeks as scheduled by the Apprenticeship Coordinator and his wages and fringes shall be paid by the Employer for the days he attends such classes, provided, however, that the Apprentice is regularly employed at the time he is scheduled to attend Apprentice School.

D. It is further agreed that should an Apprentice be employed on a job and is laid off the day before his established school day and said job is not completed, he shall be paid for his school day by the Employer as if he were still regularly employed.

E. Each Apprentice shall serve a term as established by the Joint Apprenticeship Committee and his wages shall be based on the Journeyman's scale in Section VI of this Agreement.

F. It is agreed that the Apprentice shall be required to attend classes at the Apprenticeship School once every two weeks as scheduled by the Apprenticeship Coordinator and his wages and fringes shall be paid by the Employer for the days he attends such classes, provided, however, that the Apprentice is regularly employed at the time he is scheduled to attend Apprentice School.

SECTION XXII

Michigan Employment Security Commission and Workmen's Compensation

A. The Employer agrees to cover all employees covered by this Agreement with the Michigan Employment Security Commission provision and the State Workmen's Compensation Act, as now in force or as amended in the future. The Employer further agrees that, in the event it fails to pay either the Michigan Employment Security Commission or the monies due under the State Workmen's Compensation Act to the agencies concerned, the Employer will reimburse the employee for any benefits accrued and money lost to the employee because of the Employer's failure to pay when said sums are due.

B. The Employer agrees that all information needed for the verification of the Employer's compliance with this Section must be furnished to the Union and the Union will furnish the Great Lakes Fabricators & Erectors Association with such copies as the Union outlines, and further the Employer agrees that after due notice to the Employer by the Union of any delinquencies or arrearages by the Employer to any of the funds or payment required under State and Federal Laws, etc., that the Union has the right to take any action it deems necessary to correct and insure prompt payment of the same, and any action taken shall not be a violation of this Agreement.

C. The Employer further agrees that failure to comply with this Section constitutes a breach of contract and the Employer hereby confesses judgments to an action, by the Union, for such delinquency or arrearages in payment of premium or furnishings such insurance for the damages suffered by an employee deprived of such benefits. The Union shall have the right to insist on an escrow fund for such benefits, if in its sole judgment, the verification furnished by the Employer is unsatisfactory to the Union.

D. The Employer agrees to submit to the Union the following information:

- (1) Employer's Identification Number (EIN) and/or Social Security Number;
- (2) Workmen's Compensation Insurance Carrier;
- (3) Michigan Employment Security Commission Identification Number.

SECTION XXIII **Savings Clause**

A. Should any part of, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a Court of Competent jurisdiction or a finding by the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. Further, such invalidation, by trial court or administrative agency, shall not constitute an invalidation of this Agreement until the matter is so contested, (and invalidated), shall have been finally appealed to the final appellate court, reviewing agency, or until the time for such appeal shall expire. However, upon such invalidation, if so found in a final decree, the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions hereof or herein which may be affected.

B. It is the mutual intent of the parties hereto to negotiate an agreement and supplements, which comply in every respect with all applicable State and Federal Laws and Regulations. However, since the parties are subject to Federal jurisdiction in matter of Labor Relations and collective bargaining, it is agreed that the only rules, regulations and appeals procedures that shall be utilized in the event of a dispute over the terms of this Agreement and/or its application are the Federal Courts and Agencies.

C. The remaining parts or provisions unaffected by a final decree of a competent jurisdiction shall remain in full force and effect.

SECTION XXIV **Inspection Privileges**

A. The Business Manager and his authorized or designated agents of the Union shall have access to the Employer's establishment and any job where he may be performing any type of work during working hours, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, and further the Employer agrees to make the necessary arrangements for this purpose if special visit arrangements are necessary upon a request by the Union.

SECTION XXV **Labor Management Committee**

A. There shall be created a permanent committee known as the Labor Management Committee. This Committee shall have as its function the assisting in the adjustment of disputes, controversies, and misunderstanding of this Agreement which cannot be agreed upon, and not specifically barred by any section of this Agreement. The members of this Committee shall be selected in the following manner, and both parties shall be notified

immediately in writing as to the respective members of the Committee and Chairman. The Committee shall be authorized by both parties to formulate and adopt its own rules and procedures.

B. By execution of this Agreement, the Employer authorizes Great Lakes Fabricators & Erectors Association or the successor thereto, to designate the three (3) Employer representatives, one (1) of which is to act as co-chairman, who will comprise a committee to be known as the "Employer Committee," to carry out the intent of this clause, hereby waiving all notices thereof and ratifying all actions already taken or to be taken by such Committee within the scope of their authority. The Union shall select from its representatives three (3) persons, one (1) of whom shall be co-chairman, to be known as the "Union Committee." The two (2) committees functioning together shall be known as the "Labor Management Committee" and in the absence or disqualifications of any members of either Committee, the respective Chairman may designate an alternate.

C. The Union and the Employer agree that there shall be no strike or lockouts during the terms of this Agreement. Any grievances, disputes, or differences arising between the Employer and the employees or employee that cannot be adjusted amicably, shall upon the written request of either the Employer or the Union be submitted to the Labor Management Committee, which shall meet within three (3) days, Saturdays, Sundays and Holidays excluded, and shall settle the controversy by a majority vote. All decisions of the Labor Management Committee shall be final and binding except where a majority decision cannot be reached. In that case, a written request by either party to the Committee shall be made within three (3) days after the failure of the Committee to render a decision, by either party, for arbitration, and an impartial arbitrator shall be selected by the Labor Management Committee acceptable to both sides of the controversy. The arbitrator, so selected, shall conduct a hearing upon the dispute and shall render a decision in writing five (5) days after the conclusion of the hearing. Both the Employer and the Union shall have full opportunity to present testimony and evidence of their position before this arbitrator and shall have full right to representation by counsel. The decision of such arbitrator shall be final and binding upon all parties concerned during the terms of this Agreement.

D. If the two (2) Committees so chosen shall fail to agree upon an impartial arbitrator within three (3) days after the request by either party has been made for arbitration, Sundays and Holidays excluded, the two (2) Chairmen shall immediately within one (1) day choose a disinterested arbitrator, or if they cannot agree on such disinterested arbitrator, then the Presiding Judge of the Wayne County Circuit Court shall be requested to act as arbitrator, or to appoint an arbitrator who shall meet with the two (2) Chairmen within forty-eight (48) hours and shall then proceed with the arbitration hearing.

E. The arbitrator or Committee will grant no delays or postponements of hearing unless both parties agree in writing.

F. All costs for the procedures outlined herein shall be equally shared by both parties.

SECTION XXVI

Market Recovery

Market Recovery - It is recognized by the parties that in certain areas of the state, the union construction market has been threatened by non-union competition. Where the mutual interest of the Great Lakes Fabricators and Erectors Association and Iron Workers Local Union No. 25 are served by cooperating to compete more effectively, it is agreed that the Great Lakes Fabricators and Erectors Association and Iron Workers Local Union No. 25 will negotiate a market recovery rate on a job by job or area by area basis. When a market recovery rate is negotiated it shall be the responsibility of the Association to notify Employers of the existence of such rate or agreement.

A market recovery rate negotiated pursuant to this provision shall not be considered a more favorable rate or agreement.

**SECTION XXVII
Termination Clause**

This Agreement shall remain in full force and effect until May 31, 2004, and shall renew itself from year to year unless either party shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change the Agreement in any way or to terminate the Agreement. Such written notice shall be sent by Registered Mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement of such changes and/or termination is reached prior to May 31, 2004, this Agreement shall be deemed to have terminated midnight May 31, 2004.

Dated this 1st day of June 2001.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of June 2001 in the City of Novi, State of Michigan.

For and on behalf of Iron Workers' Local No. 25

Frank Kavanaugh
Patrick Gleason
Art Ellul
Phil Vaughn

Nick Bosak
Patrick Buck
Ed Vallee
Zane Walker

FOR LOCAL UNION NO. 25
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING IRON
WORKERS AFL-CIO

Frank Kavanaugh, Business Manager, F.S.T.

GREAT LAKES FABRICATORS
& ERECTORS ASSOCIATION

D. James Walker, President

2001-2004

**AGREEMENT BETWEEN BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS'
LOCAL NO. 25 (RIGGERS)**

We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement and to become a party thereto. It is also agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Section XXVII of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it were served upon the Employer personally. Finally, the Employer agrees that, unless he notifies the Union to the contrary by registered mail at least ninety (90) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding sentence.

THIS AGREEMENT is made and entered into this _____ day of the month of _____, _____, by and between Iron Workers Local No. 25, 25150 Trans-X Drive, P.O. Box 965, Novi, Michigan 48376.

Attested to by _____

FOR IRON WORKERS LOCAL No. 25

Company

Company Address, City and State

Telephone No.

Fax No.

Print Name of Company Officer

Title

Signature of Officer

Workers' Compensation and Policy No.

Name of Insurance Carrier

Unemployment Compensation No.

State License No.

Federal I.D. No.

**BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS, LOCAL NO. 25**

25150 Trans-X Drive

P.O. Box 965

Novi, Michigan 48376

Telephone: (248) 344-9494

Frank Kavanaugh, *Business Manager*

**GREAT LAKES FABRICATORS AND
ERECTOR ASSOCIATION**

1001 Woodward

Suite 1101

Detroit, Michigan 48226

Telephone: (313) 309-2000

D. James Walker, Jr., *Executive Director*