

**HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT  
ON ALL PROJECTS WITH A TOTAL CONTRACT COST OF  
\$20 MILLION OR ABOVE**

**BETWEEN THE**

**WESTERN KENTUCKY CONSTRUCTION EMPLOYERS ASSOCIATION, INC.**

**AND THE**

**IRONWORKERS LOCAL NO. 782  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL  
AND ORNAMENTAL IRONWORKERS**

**EFFECTIVE MAY 5, 2010 - APRIL 30, 2011**

**IRONWORKERS LOCAL UNION NO. 782  
SCOPE OF HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT  
ON ALL PROJECTS WITH A TOTAL CONTRACT COST OF  
\$20 MILLION OR ABOVE**

This Agreement contains all of the provisions agreed upon by the Employers and the Union.

This Agreement made and entered into effective May 5, 2010, by and between the Western Kentucky Construction Employers Association, Inc., hereinafter referred to individually as Association and on behalf of those contractors who have assigned their bargaining rights to them, and Ironworkers Local No. 782 of International Association of Bridge, Structural and Ornamental Ironworkers, hereinafter referred to as the Union.

**PREAMBLE**

This Agreement is entered into by bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and to prevent waste, unnecessary and unavoidable delays, and expenses, and so far as possible, to provide for labor's continuous employment to be in accordance with wages herein agreed upon; that stable conditions may prevail in the construction industry and that costs may be as low as possible consistent with fair establishment of the necessary procedures by which these ends may be accomplished. It is further agreed that the liability of the Employers who accept, adopt or sign the Agreement or facsimile thereof, shall be several and not joint.

It is mutually agreed that there shall be no strikes authorized by the Union, except for the refusal of either party to submit to arbitration in accordance with Article 21 or failure on the part of either party to carry out the award of the Board of Arbitration.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation; provided, however, it shall not be in violation of any provisions of this agreement for any person covered by this agreement to refuse to cross or work behind the picket line of any affiliated union which has men authorized by the International of that union.

It is agreed and understood that the employer has the sole and exclusive right to manage his business without limitation in any manner whatsoever unless limited by a specific provision of this Agreement. It is further agreed and understood that the employer has the sole right to: determine the number of employees; make work assignments; direct the employees as to when, how and where they will be employed; determine the methods, machine processes, tools, labor-saving devices and materials to be used; judge the satisfactory performance of work; make and enforce reasonable rules for the maintenance of discipline, order and efficiency.

**ARTICLE 1  
EFFECTIVE DATE**

This Agreement becomes effective May 5, 2010 and shall be in effect until and including April 30, 2011.

**ARTICLE 2  
TERRITORY JURISDICTION**

The territory covered by this Agreement shall be the territorial jurisdiction of Local No. 782 in the States of Kentucky and Tennessee. The Counties covered by this jurisdiction are pictured in a map in this Agreement.

**ARTICLE 3  
UNION RECOGNITION**

The Business Representative of the Union shall be permitted to visit all jobs, but must in no way interfere with the progress of work.

**ARTICLE 4  
MEMBERSHIP MAINTENANCE**

All present employees who are members of the Union shall remain members of the Union in good standing as a condition of employment, all present employees who are not members of the Union may become and remain members of the Union not later than the 8th day of the execution of this Agreement as a condition of employment, that all new employees may become and remain members of the Union not later than the 8th day after their respective hiring date as a condition of employment provided, however, that the Union shall comply with Labor-Management Relations Act of respect to Union Security and the Labor-Management Reporting Disclosure Act of 1959.

It is further agreed that in the event any employee employed under the terms and conditions of this Agreement does not comply with the above section, the party of the second part shall notify the employer in writing requiring discharge of said employee. Provided, further that no Employer of the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues, assessments and the initiation fees, uniformly required as a condition of acquiring membership.

**ARTICLE 5  
EMPLOYEE PROCUREMENT**

A. The employer retains the right to reject any job applicants, but when an employee is rejected or laid off and not for rehire that he be given a letter at the time of lay-off or rejection stating why and a copy be sent to the Business Representative of same.

B. The parties to the agreement post in places where notices to employees and applicants for employment are customarily posted, all provisions related to the functioning of any hiring arrangement.

Before starting construction and during the progress of the work, the Employer agrees to notify the Business Representative of the Union as to the number of Ironworkers that will be employed and the said Business Representative agrees to recommend Ironworkers who are experienced and efficient in the operation of the tools of their trade.

Any person who claims discrimination shall file an appeal within ten (10) days from the time of the (claims) discrimination with the party of this agreement so charged. Such an appeal shall be heard by a Board composed of one representative of the Employer, one representative of the Union, and a third neutral Board Member to be chosen by the other two members, which Board shall proceed to hear the appeal within one week after the appeal is filed with the party thereto charged with discrimination and said Board shall render a final decision within three (3) days after said hearing on appeal.

It shall not be the policy of the Union to encourage employees to transfer from one employer to another employer when work is still available with his current employer.

C. The employer reserves the right to call back by name any employee, if available, that has worked for him in the past twelve (12) months.

D. BOLT Drug Program - The Employer and the Union agree to abide by the Drug Testing Program adopted under BOLT. BOLT is the program identified as Builders and Organized Labor's Substance Abuse Policy and Trust Agreement. The Union and the Employer will be bound by the terms and requirements of said BOLT program and any changes made in the BOLT program by the trustees of BOLT.

## **ARTICLE 6 WAGE RATES**

Effective May 5, 2010 the following minimum hourly wage rates shall apply to classification of International Association of Bridge, Structural and Ornamental Ironworkers Local Union No. 782, on Heavy and Highway Projects \$20,000,000.00 dollars and over.

DATE	5/5/10
WAGE	\$26.00
WELFARE	\$ 5.76
PENSION	\$ 6.45*
ANNUITY	\$ 3.39*
APPR	\$ .44
BOLT	\$ .08
IMPACT	\$ .26
MARKET RECOVERY	<u>\$ .24</u>
TOTAL PKG.	\$42.62

\* Effective August 1, 2010 fifty cents will come off the annuity and be added to the pension. August 1, 2010 the pension will be \$6.95 and the annuity will be \$2.89.

IMPACT – Each year as part of the annual increase, the hourly IMPACT amount will change to reflect the 1% of wage amount.

(a) Dues Check off is three and one half percent (3 ½%) of the total package.

(b) The employer shall deduct a dues check off and pay the APPR for all journeyman and apprentices and remit these funds on a reporting form provided by the union. This money shall be paid by the fifteenth (15<sup>th</sup>) of the following month or a ten percent (10%) penalty shall be imposed.

- (c) Foreman: Shall not make less than one dollar and fifty cents (\$1.50) above Journeyman's wage rate.
- (d) General Foreman: Shall not make less than two dollars (\$2.00) above Journeymen's wage rate.
- (e) Apprentice wage: According to the following percentage of Journeyman's scale:
 

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

**ARTICLE 7  
PAYMENT OF WAGES AND DUES CHECK-OFF**

The regular pay day shall be once a week and the wages shall be paid before quitting time, and wages are to be paid in check or other legal tender. Employers may withhold not more than five (5) days wages, excluding Saturdays and Sundays, to prepare the payroll.

When an Ironworker is fired or laid off, his check shall be in the mail, postmarked within forty-eight (48) hours. If not postmarked within 48 hours, employer will pay employee for two (2) hours work for each day the postmark is late. When employees quit of their own accord, they shall wait until the regular pay day for the wages due them.

A man will not be required to check out on his own time on layoffs or dismissals.

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

Accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, the amount of each deduction, the purpose thereof, and net earnings.

The Employer shall mail W-2 forms of statements of earnings and deductions to employees for wages of the preceding year to comply with Federal Law.

**ARTICLE 8  
HEALTH AND WELFARE PAYMENTS**

It is agreed that all employers signatory hereto shall pay the allocated rate per hour for each hour worked by employee, for all employees. This shall be used exclusively to provide Group Life Insurance, Accidental Death and Dismemberment Insurance and Temporary Disability Benefits to eligible employees and their dependents in such form and amount as the Trustees of the Welfare Fund may determine; and to provide funds for the organization and administration expenses for the Welfare Fund. The said Welfare Fund shall be administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this agreement as though set forth here at length. It is agreed any employer who is delinquent over thirty (30) days on Welfare and Pension payments will be held for any and all claims which may arise out of this delinquency.

Ironworkers Local #782 reserves the right to place wage increases in properly trusted benefits if so desired. Such fringe benefits shall be limited to Health & Welfare, Pension, and Annuity Funds. A thirty (30) day notice by the Union to the employer is required.

**ARTICLE 9  
PENSION FUND PAYMENTS**

There shall be an allocated rate per hour for a Pension Fund. Funds to be administered as agreed upon by the Trustees of the St. Louis District Council and Vicinity. The said Pension Fund shall be administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this agreement as though set forth here at length. It is agreed any employer who is delinquent over thirty (30) days on Welfare and Pension payments will be held for any and all claims which may arise out of his delinquency.

Ironworkers Local #782 reserves the right to place wage increases in properly trusted benefits if so desired. Such fringe benefits shall be limited to Health & Welfare, Pension and Annuity Funds. A thirty (30) day notice by the Union to the employer is required.

**ARTICLE 10  
ANNUITY FUND AND BOND REQUIREMENTS**

There shall be an allocated rate per hour for an annuity fund as determined by the Union, contributed by the Employer to the Iron Workers St. Louis District Council Annuity Fund. The administration of such contributions shall be governed by the terms of the trust agreement creating the Iron Workers St. Louis District Council Annuity Trust Fund. Such contributions shall be reported on the same form as Pension and Welfare contributions. Annuity Fund contributions shall be paid by separate check.

Ironworkers Local #782 reserves the right to place wage increases in properly trusted benefits if so desired. Such fringe benefits shall be limited to Health & Welfare, Pension and Annuity Funds. A thirty (30) day notice by the Union to the employer is required.

**Bond Requirements:** Any Contractor doing business in the jurisdiction of Local 782 shall at the unions discretion, obtain and maintain during the term of this Agreement and being renewed yearly, an approved surety bond in the amount of fifty thousand dollars (\$50,000) to guarantee their employees working under this Agreement the payment of wages and fringe benefits, including Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Training Fund, Builders and Organized Labor Together (BOLT) Trust Fund, and Supplemental Dues Check-off. The Employer shall be responsible for payment of the Bond premium covering the term of this agreement and shall be renewed yearly. The original copy of the Bond shall be filed with the Union, with copies of said Bond to be filed with the various trust funds to which it shall be applicable. Such Bond shall provide that it shall not be canceled without a thirty (30) day's prior written notice to the Union. The Union shall apply the above requirements on a uniform basis. This Surety Bond shall be invoked after sixty (60) day delinquency.

In the event of failures, defaults or refusal of the Employer to meet his obligations to their employee of the Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Training Fund, Builders and Organized Labor Together (BOLT) Trust Fund, and Supplemental Dues Check-Off, after written notice to the Employer and bonding company, may file claim to obtain payment, costs and reasonable attorney's fees there from of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default by an Employer of payment obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond shall remain in full force and effect for a period of

one (1) year or until payment of wages and fringe benefits including Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Training Fund, Builders and Organized Labor Together (BOLT) Trust Fund, and Supplemental Dues Check-off payments have been satisfied.

There shall be an allocated rate per hour for an annuity fund. Funds to be administered as agreed upon by the trustees of the St. Louis District Council Annuity Trust Fund. These funds shall be reported on the same form as the pension and health and welfare contributions. Annuity Fund contributions shall be paid by separate check.

#### **ARTICLE 11 IMPACT CONTRACT CLAUSE**

One per cent (1 %) of the existing wage rate will be contributed to the Ironworker Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust with federal tax exempt status under Section 501( c ) (5) of the Internal Revenue Code. The general purpose of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

In the event any said fund fails to comply with applicable laws or retain its tax exempt status with the IRS, the employer shall cease making contributions and shall pay said amounts directly to bargaining unit employees as wages.

#### **ARTICLE 12 APPRENTICESHIP**

Apprentice will be employed under the conditions as established by the Ironworkers Local #782 Apprenticeship & Training Standards. There shall be an apprenticeship and journeyman training fund. This shall be financed by a forty-four cents (\$.44) per hour contribution effective May 5, 2010, by each employer signatory to the agreement for each hour worked under this agreement by his employees.

1. One (1) apprentice to four (4) journeymen on the project.
2. On ornamental work which is normally performed by two (2) ironworkers, one (1) may be an apprentice.
3. No contract will be approved without such provisions unless good cause is shown by the Local Union explaining why they were unable to secure such terms.
4. The ratio of apprentices to journeymen may be adjusted higher by approval of the General Executive Board.

#### **ARTICLE 13 WORKDAY AND OVERTIME**

**A. Hours of work:**

The standard work day shall consist of eight (8) hours of work scheduled between 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive, except in territories where a shorter work day prevails among the majority of the construction trade unions on construction work. There shall be a period of one-half hour designed as an unpaid lunch period. Should an employee be required to work thru the lunch period the employee shall be paid one-half hour at the applicable overtime rate. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours work per week.

**B. Overtime:**

All hours worked in excess of eight (8) hours per day, forty (40) hours per week, Monday thru Saturday shall be paid at the time and one-half rate of regular hourly rate, except as provided elsewhere in this agreement. All work performed on Sundays and Holidays shall be paid at the rate of two (2) times the regular hourly rate. There shall be no pyramiding of overtime pay.

**C. FOUR-TENS**

Changes in the work hours per day in special cases, not, however to exceed an 8-hour day may be made to meet special conditions upon application and approval of the General Executive Board. The employer has the option of working four ten hour days, with Friday and Saturday as make up days due to weather related loss of time only if all other crafts on the project are using these days to accomplish the 40 hour week. On the four-ten schedule the rate of time and one-half the regular hourly rate will be paid on all hours over ten (10) per day and over forty (40) per week, all work performed on Sundays and Holidays shall be paid at two (2) times the regular hourly rate.

On projects working on a five (5) day, eight (8) hour per day schedule. If work is suspended due to inclement weather the 2-4-6-8 clause shall apply. If work is suspended due to (lay off, job shutdown, the 2-4-8 clause shall apply.

On projects working on a four-ten schedule, if work is suspended for weather the 2-4-6-8-10 clause shall apply. If work is suspended due to lay off, job shutdown, etc. the 2-4-10 clause shall apply. The work week shall start on the first shift on Monday and end on the last shift on Sunday.

**D. Shift Work:**

Shifts may be established for some or all crews when considered necessary by the employer. When two (2) shifts are employed, the first shift shall work eight (8) hours for eight (8) hours pay and the second shift shall work seven and one-half (7 1/2) hours for eight (8) hours pay at the regular time. When three (3) shifts are employed, the first shift shall work eight (8) hours for eight (8) hours pay and the second and third shifts shall work seven (7) hours for eight (8) hours pay at the regular time. Not more than one (1) shift shall be allowed on jobs of less than three (3) days duration, except in emergency cases when Iron Workers are called out for shift work and not put to work or work less than the regular shift hours thru no fault of Ironworkers, the employer shall pay for eight (8) hours. After the first working day of shift work Article 13 shall apply.

**E. Meal Period**

A regular lunch period of not less than one-half (1/2) hour or more than one (1) hour shall be established within one (1) hour of midshift, but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than (5) hours from the beginning of the shift without a lunch period, said employee will be paid one-half hour at the applicable overtime rate and given sufficient time to eat lunch. If employee is not given sufficient time to eat then an additional one-half (1/2) hour at the applicable overtime rate shall be paid. When employees are required to work more than ten hours, they shall be allowed an additional one-half (1/2) hour supertime at the applicable overtime rate. They will be paid an additional one-half (1/2) hour at the overtime rate for every four worked thereafter.

**F. Rest Period**

There shall be a ten (10) minute rest period in the mid-morning and again in the mid-afternoon as close as possible to the stated times while still accommodating the contractors need. These breaks may be staggered if necessary to keep from interfering with productivity.

**ARTICLE 14  
REPORTING PAY**

Any employee who reports to work and for whom no work is provided shall receive 2) hours



pay provided the employee remains available for work. If the employee start to work and the job is suspended due to inclement weather the (2-4-6-8) or the (2-4-6-8-10) clause shall apply. If work is suspended due to shut down, lay off, etc. the (2-4-8) or the (2-4-10) clause shall apply. The employer agrees to notify the employees a minimum of 1 & ½ hours before starting time if the work is suspended.

#### **ARTICLE 15 MAKE-UP DAYS**

- A.** In the event the contractor is unable to work forty (40) hours in work week due to inclement weather, Saturday may be used as a make-up day only if other crafts on the project are using Saturday to accomplish the 40 hour week.
- B.** All make-up hours worked on Saturday (up to 40 hours) shall be paid at the straight time rate of pay. When a make-up day is implemented it must be scheduled for a minimum of eight (8) hours. The make-up day may not be used on an individual employee basis or to make-up holidays.
- C.** Employees failing to report to work on a scheduled make-up day may be subject to disciplinary action by the employer. The employee must be made aware of such action by the employer before starting to work.

#### **ARTICLE 16 HOLIDAYS**

All work performed on Sundays and recognized holidays shall be double time. No work shall be performed on Labor Day except to save life or property. The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and day after, Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday.

#### **ARTICLE 17 FOREMEN**

When two (2) or more Ironworkers are employed, one shall be selected by the Employer to act as foreman and receive foreman's wage, and the foreman is the only Representative of the Employer who shall issue instructions to the workmen.

When nine (9) journeymen are employed by one employer on a given project, there shall be two (2) foremen, and when seventeen (17) journeymen including two (2) foremen are employed under like conditions, there shall be in addition to the two (2) foremen, a general foreman whose duties will be supervisory only. When more Journeymen Ironworkers and foremen are employed, the same ratio will apply as in paragraphs one (1) and two (2) above.

Apprentices shall not be counted towards the above foreman requirements.

#### **ARTICLE 18 STEWARDS**

There shall be a steward on each job who shall be appointed by the Business Representative. He shall keep a record of the workers laid off and discharged and take up all grievances on the job and try to have same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the Business Representative, who shall see that the provisions of this Agreement are complied with and report to the Union the true conditions and facts. The Steward shall promptly take care of injured workers and accompany them to their homes or to a hospital, as the case may require, without any loss of time and report the injury to the proper officers of the Union. The Employer

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

## **ARTICLE 19 HEALTH AND 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 insure 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.

The safety and health standards and rules contained herein 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.

B. When the Employer specifies that a particular hard hat shall be worn, then the Employer shall be responsible for furnishing same. The employee must wear appropriate safe footwear and clothing for the work to be performed.

C. Working floors upon which derricks set must be covered tight with suitable planking over entire floor except where openings are left for ladders.

D. When iron is loaded on the floor or any point of structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

E. No employees shall be permitted to ride the load or load fall except in case of inspection and erection and dismantling of derricks.

F. Steel cable will be used instead of chains or hemp slings.

G. Proper practical safe housing, casing or tube shall be provided for any and every means, methods, appliance or equipment employed to transmit or give signals, directing work or operation of any and various devices in connection with work being done by employees.

H. No employees will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above men working shall be planked safe in all elevator shafts.

I. The use of personal communication devices such as cellular phones and audible pagers are prohibited during work hours and in work areas, unless, the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued device must turn it off or not carry such device during work hours. Employees will have access to communication devices for emergencies. Exception to this policy can be made for ongoing personal emergencies such as imminent childbirth, by the employee's supervisor.

J. Each Ironworker shall have successfully completed the ten-hour OSHA construction safety course. Employers may request Ironworkers who have completed the ten-hour OSHA course and refuse Ironworkers who have not completed the course without penalty.

**ARTICLE 20  
SUBCONTRACT CLAUSE**

The Employer agrees not to subcontract or sublet any work covered by this Agreement to any person, firm or corporation which will not follow the terms and conditions of this Agreement.

**ARTICLE 21  
GRIEVANCES AND DISPUTES**

In order to promote harmony and uniform interpretation of this working agreement, the parties agree that in all grievance procedures the Employer Representative shall be jointly appointed by the Western Kentucky Construction Association. The employer with whom the dispute exists will be allowed to be present or to be represented.

There shall be no stoppage of work on account of any difference which might occur between the Employer and the Union regarding interpretation of this agreement.

Any dispute as to the proper interpretation of this Agreement shall be handled in the first instance by a Representative of the Union and Employer, and if they fail to reach a settlement within five (5) days, it shall be referred to a Board of Arbitrators composed of one (1) person appointed by each party, the two (2) so appointed to select a third member. In the event that the two (2) so appointed arbitrators are unable within two (2) days to agree upon a third arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which the third member shall be selected. The decision of the Board of Arbitration shall be final and binding upon both parties.

The Board of Arbitration shall have jurisdiction over all questions involving the interpretation and application of any section of this Agreement. It shall not, however, be empowered to handle negotiations for a new agreement, changes in wage scale, or jurisdictional disputes and shall not be empowered to add or detract from the express provisions of this agreement.

Each party shall individually pay the expenses of the arbitrator it appoints and the two parties shall jointly share the expense of the third arbitrator. The provisions of this grievance and arbitration clause shall not authorize the awarding of any damages to any employer, but this provision shall not limit in any way the right of the employer to seek damages in an appropriate court action.

**ARTICLE 22  
JURISDICTIONAL DISPUTES**

Nothing in this Agreement shall be construed to define or determine by craft or work jurisdiction or the recognition thereof by the Employer.

During the period when the Employer and the Union are not signatory to a common voluntary method to process jurisdictional disputes, the Employer and the Union shall adhere to the following procedures.

A. Where a decision of record applies to the disputed work, or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record.

B. Where a National Agreement of Record between the disputing trades applies, the Employer shall assign the work in accordance with such Agreement Record.

C. Where no decision or Agreement of Record under A. or B. applies, the Employer shall assign the disputed work in accordance with the established work practice in the area covered by this agreement.

D. There shall be no stoppage or slow down of work on the part of the Union, and no lockout on the part of the Employer, because of any jurisdictional dispute arising during the term of this agreement.

E. The failure of either the Employer or the Union to abide by the above procedures shall be considered a violation of this Agreement.

### **ARTICLE 23 MODIFICATION OF AGREEMENT**

This Agreement, with any amendments thereof as provided for therein, shall remain in full force and effect from May 5, 2010 until April 30, 2011, and unless written notice is given by either party to the other at least sixty days prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year therein after. In the same manner, this agreement with any amendments thereof shall remain in effect from year to year thereafter, subject to any termination at the expiration of any contract year upon notice in writing given by either party to the other at least sixty days prior to the expiration of such contract year. Any such notice as hereabove provided for in this article, whether specifying a desire to terminate or to change at the end of the current contract, shall have the effect of terminating this Agreement at such time.

### **ARTICLE 24 SAVINGS CLAUSE**

Should any part or any provisions herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree of a court, or Board of competent jurisdiction, such validation of such part or portion of this agreement shall not invalidate the remaining portions thereof; however, upon such invalidation, the parties signatory hereto agree to meet to renegotiate such parts or provisions affected.

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

### **ARTICLE 25 NON-DISCRIMINATION**

Selection of applicants to jobs shall be on a non-discriminatory basis based on qualifications alone without regard to race, creed, color, age, national origin, sex or religion, Vietnam era veteran nor qualified disabled veteran or qualified individuals with disabilities or any other characteristic protected by law, and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligations of union membership, policies, or requirements.

### **ARTICLE 26 GENERAL CONDITIONS**

A. If the employer so elects employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling expenses and time, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to

work, shall be paid the regular wage rate for such time, or such employees shall be shipped back to the shipping point with time and transportation paid by the employer.

B. The employer shall furnish suitable drinking water at all times, and each job of sufficient size and length of time to justify same, shall be provided with a shed or room for employees to change their clothes and keep their tools, and suitable toilet facilities shall be provided. In the summer, ice shall be provided for the drinking water. Heat shall be provided for the shed in winter.

C. The employer will, at all times, provide Workmen's Compensation and Unemployment Insurance.

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

E. Employees employed on ornamental work shall furnish for their own use, all necessary hand tools to enable them to effectively install such work.

Employees shall furnish for their own use, all necessary hand tools to enable them to effectively perform their work. The following items shall be furnished by all employees: structural ironworker belt with bolt bag, 3/4" spud wrench, 7/8" spud wrench, 12" crescent wrench, 6 foot rule, bull pin, pliers, 2 or 4 pound beaters, and hard hat. Tools broken or lost on the job through no neglect of the Employee, shall be replaced by the Employer. The Employer shall furnish all power tools.

F. Ironworkers shall be employed on all work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, carrying and tying of all material used to reinforce concrete construction, except loading and unloading by hand, shall be under the supervision of an Ironworker.

G. Where precast, prestressed, reinforced concrete structural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges, and other structures and power equipment such as derricks, cranes, jacks and/or rigging is used, the work of loading, unloading, moving and placing to complete erection shall be performed by Ironworkers.

H. When structural steel on buildings, bridges and other structures is dismantled and demolished and power equipment (derricks, cranes, riggings, etc.) is used in the dismantling of the structural steel, the handling and loading of same shall be done by Iron Workers.

I. The sorting, distributing and handling of all material coming under the jurisdiction claims of the union in or about the job or at storage points shall be done by Ironworkers in accordance with this Agreement.

J. No Ironworkers shall be permitted to receive wages for more than one job at the same time.

K. The removal of journeymen Ironworkers and apprentices from a job in order to render assistance to other local unions to protect legal union principles shall not constitute a violation of these rules, provided such removal is first approved by the General Executive Board and notice thereof is first given to the Employer involved.

**ARTICLE 27  
PRE-JOB CONFERENCE**

When a pre-job conference is desired by the Union or the Employer either party may request the conference by notifying the other party.

**ARTICLE 28  
POURS**

It is agreed there will be at least one (1) Ironworker if work is to be done in reinforcing in the concrete pour, during the pouring operation. It is understood if, in the opinion of the Foremen and Steward that more Ironworkers are needed on the pour, more Ironworkers will be employed.

If there is other iron work available nearby, it is agreed that this Ironworker may be used on this work providing it is close enough for this Ironworker to keep the reinforcing in the pour under surveillance.

With the approval of the Business Representative or the Steward of the job, in special instances or small pours, no Ironworker is required.

Time and one-half shall be paid for the first four hours (4) hours of overtime Monday thru Friday, when maintaining a concrete pour.

**ARTICLE 29  
WELDERS AND HELPERS**

All Welders and Burners are required to have a journeyman or an apprentice for a helper for the necessary laying-out of work, hanging of scaffolding and safety protection of Welders and Burners. The Welders and Helpers shall work as a unit at all times.

If Welders and Burners are performing work on the ground, the above can be waived, but the contractor specifically agrees that no other craft or any part of the supervision will be permitted to help Welders and Burners.

If the job is more than ten (10) days duration, the Employer will furnish welding gloves, sleeves, jackets, and/or aprons.

The Employer agrees if the type of work requires certification, the Employer will bear all the expense, and the certification papers will be given the welder at the end of the job, or if the welder is laid off, before. There shall be no more than one (1) apprentice to every four (4) journeyman welders.

**ARTICLE 30  
IRONWORKERS REQUIRED ON GUY STIFF LEG  
DERRICKS, MOBILE OR HAND OPERATED RIGS**

No less than six (6) men and a foreman shall be employed around any guy and stiff leg derrick used on steel erection.

On all mobile or power operated rigs of any description, no less than four (4) men and a foreman shall be employed on work coming within the jurisdiction of the Ironworkers.

The above size crew does not apply to reinforcing steel, or use of A-Frame or winch truck when not used for structural steel erection, or if accepted rules of safety are not violated.

In special instances of small items of steel erection work with the approval of the Business Agent and the contractor's representative, the above minimum crew can be waived.

In special instances of small items of precast erection work with the approval of the Business Agent or Steward, a reasonable number of men will be used.

### **HAND OPERATED GIN POLES AND SASGEN POLES**

For setting of structural steel with hand operated gin poles and sasgen poles where the work is of six (6) hours duration or more on one job, no less than four (4) men and a foreman shall be used.

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

In special instances of small items of precast erection work with the approval of the Business Agent, or Steward, a reasonable number of men will be used.

### **ARTICLE 31 WORK DEFINED**

This agreement shall cover all Ironworkers work in connection with the following: The fabrication, erection and construction of iron and steel, ornamental lead, bronze, brass, copper and aluminum, reinforced concrete structure or parts thereof, bridges, viaducts, inclines, dams, docks, dredges, vessels, lock gates, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, smoke conveyors, pen stocks, flag poles, drums, shafting, fur, and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, scales, vats, enamel tanks, tanks, towers, pans, hoppers, plates, anchor caps, corbels lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction, domes, rolling shutter, curtains, frames, kalomined and iron doors, cast tiling, airducts, dust and trench plates and frames, wire work, railing, including pipe guards, fencing work, grill work, sidewalks and vaults, lights, skylights, roofs, canopies, marquees, awnings, elevator and dumbwaiter enclosures, elevator cars, tracks, facias, aprons, operating devices, sash, frames, lockers, racks, bookstacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways, ventilators, boxes, fire escapes, signs, jail cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets attached to steel frames, frames in support of boilers, material altered in field, such as framing, cutting, bending, drilling, burning, and welding, including by acetylene gas and electric machines, metal forms and false work pertaining to concrete construction, sectional water tube and tubular boilers and stokers, traveling sheaves, vertical hydraulic elevators, bulk heads, hoists, the making and installation of articles made of wire, and fibrous rope, rigging in shipyards, vessels and Government Departments, false work, travelers, scaffolding, pile drivers, sheet piling, derricks, cranes, the erection, installation, handling and operating of same on construction work, railroad bridge work including maintenance, the moving, hoisting and lowering of machinery, the placing of same on foundations, including the bridge cranes, building piers, and vessels, the loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of the above and housesmith work and submarine diving, in connection with or about same, the erection of steel tower, chutes, and spouts for concrete where attached to towers and the handling and fastening of the cables and guys for same, the racking, sorting, cutting, handling, hoisting, placing, and tying of iron, steel, and metal used in reinforced

concrete construction including mesh for floors, arches and making of hoops and stirrup metal forms and metal supports thereof.

FOR USE BY CONTRACTORS NOT MEMBERS OF WESTERN KENTUCKY CONSTRUCTION  
EMPLOYERS ASSOCIATION, INC.

AGREEMENT

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

The Employer hereby ratifies and agrees to be bound by all of the terms and provisions of the Ironworkers Health and Welfare, Pension, Apprenticeship and Journeyman Upgrading, and all amendments thereto and modifications thereof as though as original Employer to said Trusts. Without limiting the foregoing, the Employer agrees to make required contributions and monthly reports to the Ironworkers Health and Welfare, Pension, Apprenticeship and Journeyman Upgrading,

**PAY DAY**

The regular pay day shall be once a week and the wages shall be paid before quitting time, and wages are to be paid in check or other legal tender.

Employers may withhold not more than five (5) days wages, excluding Saturdays and Sundays, to prepare the payroll.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year written above, in the territorial boundaries of Ironworkers Local 782.

**WESTERN KENTUCKY CONSTRUCTION EMPLOYERS ASSOCIATION, INC.**

\_\_\_\_\_  
Jason Siener

\_\_\_\_\_  
Mike Gerescher

**IRONWORKERS LOCAL UNION NO. 782**

\_\_\_\_\_  
Johnnie Davis

\_\_\_\_\_  
David Jones

**IRONWORKERS INTERNATIONAL  
GENERAL VICE PRESIDENT**

\_\_\_\_\_  
Tadas Kicielinski



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

A man will not be required to check out on his own time on layoffs or dismissals.

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

Accompanying each payment of wages shall be a separate statement identifying the employer showing the total earnings, the amount of each deduction, the purpose thereof and net earnings.

The employer shall mail W-2 forms of statements of earnings and deductions to Employees for wages of the preceding year to comply with Federal Law.

When using 4 - 10s the week shall start with the first shift on Monday and end with the last shift on Sunday.

THIS AGREEMENT COVERS KENTUCKY AND TENNESSEE  
COUNTIES IN THE JURISDICTION OF IRON WORKERS LOCAL #782

This \_\_\_\_\_ day of \_\_\_\_\_,

**EMPLOYER**

**UNION**

\_\_\_\_\_  
Name of Company

Ironworkers Local NO. 782-AFL-CIO

\_\_\_\_\_  
Street Address

2424 Cairo Rd., Paducah, KY 42001

\_\_\_\_\_  
City and State      Zip

\_\_\_\_\_  
Johnnie Davis, FST-BM

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
David Jones, Pres.-B.A.

\_\_\_\_\_  
Signature of Authorized  
Representative

(270) 442-2722