



June 1, 2020 - May 31, 2023

AGREEMENT

between

Iron Workers Local Union No. 383

of the

**International Association of Bridge,
Structural, Ornamental and Reinforcing
Iron Workers, AFL-CIO**

and

**The Associated General Contractors
of Wisconsin, Inc.
and Others**

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THIS AGREEMENT entered in the 29th day of May 2020 is to be effective from June 1, 2020, by and between Associated General Contractors (AGC) of Wisconsin, Inc., and Others, 4814 East Broadway, Madison, Wisconsin, hereinafter referred to as the "Employer" and Local Union No. 383 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (affiliated with the AFL-CIO), hereinafter referred to as the "Union."

PREAMBLE

THIS AGREEMENT is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances between Employer and Union in the trade and to prevent waste, unnecessary and avoidable delays, and expense, and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon. Also, that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and conditions, and further, the establishment of the necessary procedures by which these ends may be accomplished.

The Union recognizes the Associated General Contractors of Wisconsin, Inc., as the bargaining unit for all Employers who have so authorized the Association for all work covered hereunder. The Association agrees to furnish to the Union lists of such employers prior to June 1, 2020 and upon request thereafter. Upon such authorization, any employer shall become a member of the multi-employer bargaining unit here involved and thereby a party to the Agreement. Individual employers who have not so authorized the Association shall, by becoming party to this Agreement, also become part of said multi-employer bargaining unit, and said individual employer authorizes the Associated General Contractors of Wisconsin, Inc., to negotiate successor Agreements on its behalf and said individual employer specifically adopts all provisions of any successor Agreement entered into between the Associated General Contractors of Wisconsin, Inc., and the Union. Withdrawal from the multi-employer bargaining unit may be accomplished only by written notice to the Union and to the Association at least sixty (60), but no more than one hundred fifty (150) days prior to the date of expiration of this Agreement or any renewal period hereof. Notice to the Association, where ever is required herein, shall constitute notice to each and all members of the multi-employer bargaining unit.

NEGOTIATING AGENT LIABILITIES. It is understood and agreed that Iron Workers Local 383 and the Associated General Contractors of Wisconsin, Inc. are parties to this Agreement only as negotiating agents and shall not be held liable in any way for any violation of its terms by any contractor or individual employee.

IRONWORKERS' STANDARDS OF EXCELLENCE

The purpose of the Ironworkers' Standards of Excellence is to reinforce the pride of every Ironworker and our commitment to be the most skilled, most productive and safest craft in the Building Trades.

As Union Ironworkers, we pledge ourselves to uphold our word, as given through our Collective Bargaining Agreements, and display the professionalism expected of our trade and Union in all aspects of our employment as exemplified by the values engrained in our Standards of Excellence.

It is a commitment to use our training and skills, each and every day, to produce the highest quality work worthy of our name and consistent with the Collective Bargaining Agreement.

As an Iron Workers member, I agree to:

1. Adhere to my responsibilities under the Collective Bargaining Agreement for start and quit times, as well as lunch and break times.
2. Allow my Representatives to handle any disagreements or breaches by refusing to engage in unlawful job disruptions, slowdowns, or any activities that affect our good name.

3. Respect the Customer's and Employer's rights, property and tools as I do my own.
4. Meet my responsibility to show up every day; outfitted for work and fit for duty without engaging in substance abuse.
5. Cooperate with the Customer and Employer to meet their statutory, regulatory and contractual responsibilities to maintain a safe, healthy and sanitary workplace.
6. Do my best to work in a manner consistent with the quality, productivity and safety of every task that I am assigned.
7. Do my best to help every co-worker return home safe at the conclusion of every shift.

The Ironworkers' Standards of Excellence will increase the pride, the productivity and the craftsmanship of every Ironworker throughout North America. This commitment will improve work place conditions, increase work opportunities, and help maintain our wages, benefits and standard of living. In addition, the Standards of Excellence will help our signatory employers complete their projects on time, on budget with no injuries or accidents.

CRAFT JURISDICTION

SECTION 1. This Agreement covers all field erection and construction work traditionally performed by and coming under the jurisdiction of the Union. It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the current Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

In the event of a jurisdictional dispute, it is agreed by the parties that there shall be no strike, work stoppage, slow down or other coercive activity by the Union or its members while a dispute is pending and the craft assigned to and doing the work shall continue with the assignment until the jurisdictional dispute is resolved. A jurisdictional dispute is defined as a dispute between unions over the assignment of work over which each claims jurisdiction and in which the Employer has an interest.

For a claim of improper assignment to merit consideration for assignment of members of the claiming craft, the claim of improper assignment must be in writing within two (2) working days from the time of or discovery of the claimed item award. The claim must be made to the Employer. When such a claim is made, the local Representatives of the Local Unions involved in the jurisdictional dispute shall make every effort to settle the dispute. If these local Representatives of the Local Unions fail to resolve the jurisdictional dispute within two (2) working days after the dispute has been referred to them, it is further agreed that the proper Representatives of the International Unions involved shall be informed and requested to act to settle the jurisdictional dispute.

If the Representatives of the International Unions fail to settle or resolve the jurisdictional dispute within seven (7) days after the dispute has been referred to them then the dispute shall be referred to the Impartial Jurisdictional Disputes Board for the Construction Industry for settlement and adjudication in accordance with the rules and regulations issued by such Impartial Board and approved by the Building and Construction Trades Department of the AFL-CIO. It is further agreed and understood that completion of the disputed work by the craft assigned to it shall not render the dispute moot or prevent any party from referring the dispute to the Impartial Jurisdictional Disputes Board for the Construction Industry.

UNION SECURITY

SECTION 2. 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 this Association in good standing as a condition of employment during the terms of this Agreement. Nothing in this section shall be construed as to require the Employer to violate any applicable law.

The Union hereby agrees to protect, defend, indemnify and hold harmless any Employer who is party to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees) and against, of an from any actions, demands, claims, and all causes of action or other form of liability asserted by any person or governmental agency that may arise out of or

by reason of action taken by any Employer in agreeing to and complying with the provisions of this section. In conjunction with the Union's obligations under this section, in the event a claim of any type is filed against an Employer, parties will mutually agree on an attorney who will defend this section.

REFERRAL CLAUSE

SECTION 3. In order to maintain an efficient system of production in the industry, to provide for an orderly procedure of referral of applicants for employment and to preserve the legitimate interests of employees in their employment, the Employer and Union agree to the following plan of referral of applicants to employment.

(1) The Employer shall have the right to employ directly a minimum number of key employees who may consist of a journeyman, general foreman and foreman.

(2) The Employer shall request the Union to refer applicants as required and shall not recruit applicants directly or hire persons not referred by the Union, and shall not in any manner circumvent the Union in recruiting applicants, also, see (9) (b).

(3) The Employer reserves and shall have the right to accept or reject, employ or not to employ any applicant referred by the Union.

(4) The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. The Union will not discriminate against any Union member or applicant for an apprenticeship and training program because of race, color, religion, sex, national origin, handicap, age or marital status. The Employer and the Union further agree that each will cooperate with the other in taking such affirmative action by either or both as are proper and necessary to ensure equality of opportunity in all aspects of employment. The selection and referral of applicants shall be operated in accordance with the following plan.

(5) The Union and the Employer agree to abide by all Executive Orders and subsequent amendments thereto, regarding the Civil Rights Act of November 1991, pertaining to non-discriminating in employment, in every respect. Employees and Employers will treat each other with mutual respect.

(6) The Union shall register all applicants for employment on the basis of the Groups listed below. Each applicant shall be registered in the highest priority Group for which the applicant qualifies.

GROUP "A"

All applicants for employment who have worked at the trade as a mechanic or apprentice for the past five (5) years or have successfully passed Iron Workers Local 383 journeyman's examination (JIW) qualifying them to work as a mechanic at the trade; have been employed for a period of at least one (1) year during the last five (5) by Employers (parties to collective bargaining agreements with the Union), and who have actually resided for the past year within the geographical area constituting the normal construction labor market. Applicants for employment who have registered with the Union may directly solicit work from employers.

GROUP "B"

All applicants for referral who have worked at the trade in the territorial jurisdiction and job classifications of this Agreement, with a period service in the unit covered for less than five (5) years. Applicants for employment who have registered with the Union cannot solicit work from employers.

GROUP "C"

All applicants for referral who have worked at the trade in the job classifications set out in this Agreement for more than five (5) years, regardless of territorial jurisdiction or service in the unit.

GROUP "D"

All applicants for employment who have worked at the trade for more than one (1) year.

(7) The Union shall maintain each of the separate Group lists set forth above which shall list the applicants within each Group in the order of the dates they registered as available for employment.

(8) Employers shall advise the Union of the number of applicants needed. The Union shall refer applicants to the Employer by first referring applicants in Group "A" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "B," then Group "C," and then Group "D". Any applicant who is rejected by the Employer shall be returned to their appropriate place within their Group and shall be referred to another Employer in accordance with the position of this Group and their place within the group. Upon a registrant being referred for employment and actually employed on a job more than forty (40) hours, such registrant's name shall be removed from the list until such time as their employment has been terminated at which time they shall be registered at the bottom of the appropriate list under which the individual is entitled to be registered.

(9) (a) The order of referral set forth above shall be followed except in cases where Employers require and call for employees possessing special skills and abilities in which case the Union shall refer the first applicant on the register possessing such special skills and abilities.

(9) (b) The Employer may re-hire, through the referral facilities of the Local Union, any individual who has worked for the Employer within the previous twenty-four (24) months or who is drawing unemployment compensation benefits from the employer's unemployment compensation account. This re-hire may be accomplished without regard to the individual's position on the referral list.

(9) (c) Except for Group A applicants for employment there shall be no direct solicitation of applicants by employers who are signatory to this Agreement or an International Agreement but rather such employers shall obtain all applicants through the referral process set forth.

(10) Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the Employer and the Union.

(11) In the event that the referral facilities maintained by the Local Union are unable to fill the requisition of any Employer for employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants directly at the job site. In such event, the Employer must notify the Local Union of the names and dates of such hirings. In the event that the Employer hires from a source other than the Union, no later than seven (7) days after the Employer hires an employee to perform work covered by this Agreement, the Employer shall provide the Union by email the following information: (1) the employee's full name, (2) the employee's home address, (3) the employee's telephone number and (4) the employee's most recent job site location. However, should an Employer's failure to notify within seven (7) days be the result of clerical error or inadvertent act, it shall not be grievable nor shall the Employer be subject to any monetary penalty or damages.

(12) If applicants are extended an offer of employment they must provide acceptable documents to allow Employer to complete an Employment Eligibility Verification Form (I-9) before they may begin work.

PROTECTION CLAUSE

SECTION 4. The Union, its Officers, Agents and Representatives undertake no obligation to search for, or by any means locate an applicant on the current applicable referral list, who is not physically present in the Union Hall, or who cannot be reached within a reasonable time by phone, when referrals are made pursuant to a request of the Contractor.

TERRITORY

SECTION 5. The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 383.

TERMINATION SLIPS

Layoffs and Discharges

SECTION 6. When an employee is terminated, upon request the employee shall be given a termination notice in writing. Such notice shall specify whether (1) the employee was discharged for cause and shall state the cause, or (2), laid off due to reduction in force, or (3) resigned. A copy of the notice in each case shall be provided to the Union.

HEALTH CARE PLAN

SECTION 7A. Effective June 1, 2020, each Employer shall contribute monthly to Iron Workers Local 383 Health Care Plan, via Iron Workers Local 383 Lockbox Account, the sum per hour set forth in Section 18 (Wage and Benefit Rates) of this Agreement (see page15), made on the basis of all hours worked within the geographical coverage of this Agreement for each employee covered by this Agreement. The contribution of the Employer shall be used, exclusively, to provide appropriate benefits to eligible employees and their families in such forms and amounts as the Trustees of the Health Care Plan may determine, in the organization and administration of the Health Care Plan.

The said Health Care Plan shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of the said Agreement and Declaration of Trust together with any amendments thereto shall be considered as part of this Agreement as though set forth here in length.

SECTION 7B. Employees may be removed from the job to enforce delinquent payments including damages as set forth in paragraph (C) below. Thirty days prior to exercise of this Section, the Employer as well as any general contractor involved shall be notified in writing of the delinquency.

The Trustees of the Health Care Plan (to which fund payments are required to be made by Employers under this Agreement) and the Union for and on behalf of those employees upon whose behalf the Employer is required to make contributions to said Health Care Plan, may for the purpose of collecting any payments required to be made to such fund, including damages and costs, and for the purpose of the enforcing rules of the Trustees covering the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

SECTION 7C. Payments to the Fund are to be made at the end of each month, but not later than the 15th day of the following month. After the 20th day of that month, the payments will be considered to be delinquent. In the event an Employer becomes delinquent in payments to the Fund, the Employer shall be assessed as liquidated damages, such amount as may be established from time to time by the Trustees of the Iron Workers Local 383 Health Care Plan, as allowable under ERISA.

SECTION 7D. The Employer and Union agree that in the event that State or National Health Insurance becomes law and the Trustees of the Iron Workers Local 383 Health Care Plan determine that a lesser remittance is needed to fund benefits because of the advent of National or State Health Insurance, any remittances not needed shall, at the option of the Union, be paid in wages or to a specific fringe fund. It is agreed that should payments to a National or State Health Plan be imposed on Management or Union in an amount greater or less than contributions required to be made to the Iron Workers Local 383 Health Care Plan, the increase in costs will be borne equally between Management and Union from the current welfare remittance and any balance of less cost shall be placed on wages or fringe benefits at the option of the Union.

In the event such National or State Health Insurance law, or any regulations issued pursuant thereto, impose any requirements or provide for any other matters not provided for by this Section, then this Agreement shall be operated for the sole and exclusive purpose of bringing this Agreement into compliance with such requirements and resolving such other matters.

SECTION 7E. Subject to mutual agreement the Employer agrees that upon receiving thirty (30) days notice from the Union, the Employer will increase in an amount specified by the Union the deduction from employee wages to be paid to the Iron Workers Local 383 Health Care Plan.

PENSION PLAN

SECTION 8A. Effective June 1, 2020, each Employer shall pay into the Pension Plan the contribution per hour as set forth in Section 18 (Wage and Benefit Rates) in this Agreement (see page 15) by the 15th day of the succeeding month on behalf of all Employees covered by this Agreement to the Iron Workers Mid-America Pension Plan, via Fringe Benefit Fund Account.

The contributions of the Employers shall be used exclusively to provide pension benefits for eligible employees on such form and amount as the Trustees of the Pension Plan may determine in the organization and administration of the Pension Plan.

The said Pension Plan shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. The aforesaid Agreement and Declaration of Trust together with any amendments heretofore or hereafter made thereto shall be considered as part of this Agreement as though fully set forth herein.

SECTION 8B. Employees may be removed from the job by the Union to enforce delinquent payments including liquidated damages as set forth in paragraph (C) below. Thirty days prior to exercise of this Section the Employer as well as any general contractor involved shall be notified in writing of the delinquency. The Trustees of the Pension Fund (to which Fund payments are required to be made by Employers under this Agreement) and the Union for and on behalf of those employees upon whose benefit the Employer was required to make contributions to said Pension Fund, may for the purpose of collecting any payments required to be made to such funds, including damages and costs, and for the purpose of enforcing rules of the Trustees covering the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

SECTION 8C. Payments to the Plan shall be made no later than the 15th day of the following month, for the preceding month. After the 20th day of that month, the payments will be considered delinquent. In the event an Employer becomes delinquent in its payments to the Fund the Employer shall be liable for the contributions due, liquidated damages, interest and other costs of collection, such amount as may be established from time to time by the Trustees of the Pension Plan.

SECTION 8D. The Pension Plan is established and to be administered in accordance with the applicable provisions of the "Labor Management Relations Act of 1947", as amended, and the "Employee Retirement Income Security Act," as amended, and all other applicable laws.

SECTION 8E. In the event the Iron Workers Mid-America Pension Plan is discontinued or terminated for any such reason whatsoever, so that the Employer shall no longer be required to make contributions to such Fund as herein set forth, such hourly contribution as herein required shall be added back to the hourly wage rates.

SECTION 8F. Subject to mutual agreement, the Employer agrees that upon receiving thirty (30) days notice from the Union, the Employer will increase in amount specified by the Union, the deduction from employee wages to be paid to the Pension Plan.

SUPPLEMENTAL MONTHLY ANNUITY (SMA) FUND

SECTION 8G. Effective June 1, 2020, each Employer shall pay into the SMA Fund the contribution per hour as set forth in Section 18 (Wage and Benefit Rates) in this Agreement (see page 15) by the 15th day of the succeeding month on behalf of all Employees covered by this Agreement to the Iron Workers Mid-America Supplemental Monthly Annuity (SMA) Fund, via Fringe Benefit Fund Account.

The contributions of the Employers shall be used exclusively to provide pension benefits for eligible employees in such form and amount as the Trustees of the SMA Fund may determine in the organization and administration of the SMA Fund.

The said SMA Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. The aforesaid Agreement and Declaration of Trust together with any amendments heretofore or hereafter made thereto shall be considered as part of this Agreement as though fully set forth herein.

SECTION 8H. Employees may be removed from the job by the Union to enforce delinquent payments including liquidated damages as set forth in paragraph (I) below. Thirty days prior to exercise of this Section the Employer as well as any general contractor involved shall be notified in writing of the delinquency. The Trustees of the SMA Fund (to which Fund payments are required to be made by Employers under this Agreement) and the Union for and on behalf of those employees upon whose benefit the Employer was required to make contributions to said SMA Fund, may for the purpose of collecting any payments required to be made to such funds, including damages and costs, and for the purpose of enforcing rules of the Trustees covering the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

SECTION 8I. Payments to the Plan shall be made no later than the 15th day of the following month, for the preceding month. After the 20th day of that month, the payments will be considered delinquent. In the event an Employer becomes delinquent in its payments to the Fund the Employer shall be liable for contributions due, liquidated damages, interest and other costs of collection, such amount as may be established from time to time by the Trustees of the SMA Plan.

SECTION 8J. The SMA Fund is established and to be administered in accordance with the applicable provisions of the "Labor Management Relations Act of 1947", as amended, and the "Employee Retirement Income Security Act," as amended, and all other applicable laws.

SECTION 8K. In the event the Iron Workers Mid-America Supplemental Monthly Annuity (SMA) Plan is discontinued or terminated for any such reason whatsoever, so that the Employer shall no longer be required to make contributions to such Fund as herein set forth, such hourly contribution as herein required shall be added back to the hourly wage rates.

SECTION 8L. Subject to mutual agreement, the Employer agrees that upon receiving thirty (30) days notice from the Union, the Employer will increase in amount specified by the Union, the deduction from employee wages to be paid to the SMA Plan.

WORKING DUES CHECKOFF

SECTION 9A. The Employer agrees to deduct from the pay of all employees the working dues of the Union, and to remit such deductions in full to Iron Workers Local 383 Lockbox Account by the 15th of the following month for which the deduction is made provided that the Union presents the Employer with a signed check-off authorization and assignment for the employee involved.

SECTION 9B. INDEMNITY: The Union hereby agrees to protect, defend, indemnify and hold harmless any contractor who is party to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees) and against, of and from any actions, demands, claims and all causes of action or other forms of liability asserted by the person or governmental agency that may arise out of or by reason of action taken by any Contractor in agreeing to and complying with the provisions of Section 9A.

SECTION 9C. The Union office shall keep on file the authorization cards referred to in this section. Upon request, the Union shall furnish the Employer with a copy of any employee's written authorization.

APPRENTICE AND RETRAINING FUND

SECTION 10A. Effective June 1, 2020, in addition to the per hour wages, the Employer shall contribute the sum per hour as set forth in Section 18 (Wage and Benefit Rates) of this Agreement (see page 15) for each hour actually worked by each employee covered by this Agreement to Iron Workers Local 383 Apprentice & Retraining Fund, via Iron Workers Local 383 Lockbox Account. The primary purposes of the Fund shall include apprenticeship training, advanced craft training, retraining and education of journeyman, safety education, first aid education, public relationships and market development and other educational and informational betterment of such employees and the common good of the Construction Industry.

The said Apprentice and Retraining Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law.

SECTION 10B. Employees may be removed from the job by the Union to enforce delinquent payments including liquidated damages as set forth in paragraph (C) below. Thirty days prior to exercise of this Section the Employer as well as the general contractor involved shall be notified in writing of the delinquency. The Trustees of the Apprentice and Retraining Fund (to which Fund payments are required to be made by Employers under this Agreement) and the Union for and on behalf of those employees upon whose behalf the Employer was required to make contributions to said Apprentice and Retraining Fund, may for the purpose of collecting any payments required to be made to such funds, including damages and costs, and for the purpose of enforcing rules of the Trustees covering the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

SECTION 10C. Payments to the Fund are to be made at the end of each month but not later than the 15th day of the following month. After the 20th day of that month, the payments will be considered to be delinquent. In the event an Employer becomes delinquent in their payments to the Fund, the Employer shall be assessed as liquidated damages, such amount as may be established from time to time by the Trustees of the Apprentice and Retraining Fund, as allowable under ERISA.

SECTION 10D. Subject to mutual agreement, the Employer agrees that upon receiving thirty (30) days notice from the Union, the Employer will increase in an amount specified by the Union, the deduction from employee wages to be paid to the Apprentice and Retraining Fund.

SECTION 10E. MANDATORY JOURNEYMAN TRAINING. The Union recognizes the importance of journeymen training/upgrading and agrees to fully cooperate with Employers in a concerted effort to provide a highly skilled workforce in which to compete in the market place.

The Union and Employers agree to promote and require a minimum of twenty (20) hours per calendar year of upgrade training.

Both parties agree that they shall meet a minimum of once a year to develop an upgrade training program geared specifically for ironworkers. This program shall be funded by Iron Workers Local 383 Apprentice & Retraining Fund.

If Employer provides certified training to union employees, notification of such training shall be forwarded to the Union by the Employer. The Union shall compile and maintain a database with all relevant and current details for the Journeyman Upgrading Program. This information shall be available to signatory contractors from the Union for immediate verification.

SECTION 10F. The Employer and the Union agree to the formation of a Labor-Management Committee to create and administer a program to track, store and disseminate employee data. The Labor-Management Committee shall be vested with the authority to establish what information may be collected and other necessary rules to administer and fund the program. All decisions on what information may be included must be decided by a unanimous vote of the Labor-Management Committee.

NOTE: *Health care, Pension, SMA, Apprentice and Retraining Fund and IMPACT clauses of this contract also apply to all Apprentices.*

IRONWORKER-MANAGEMENT PROGRESSIVE ACTION COOPERATION TRUST (IMPACT)

SECTION 11A. Effective June 1, 2020, each Employer shall pay into Ironworker-Management Progressive Action Cooperative Trust (IMPACT) the contribution per hour as set forth in Section 18 (Wage and Benefit Rates) in this Agreement by the 15th day of the succeeding month on behalf of all employees covered by this Agreement to IMPACT, via Iron Workers Local 383 Lockbox Account.

SECTION 11B. Payments to IMPACT are to be made at the end of each month, but not later than the 15th day of the following month. After the 20th day of that month, the payments will be considered to be delinquent. In the event an Employer becomes delinquent in payments to IMPACT, the Employer shall be assessed as liquidated damages, such amount as may be established from time to time by the Trustees of the IMPACT.

SECTION 11C. In the event that IMPACT is discontinued or terminated for any such reason whatsoever, so that the Employer shall no longer be required to make contributions to such Fund as herein set forth, such hourly contribution as herein required shall be added back to the fringe benefit contributions.

SECTION 11D. Subject to mutual agreement, the Employer agrees that upon receiving thirty (30) days notice from the Union, the Employer will increase in amount specified by the Union, the deduction from employee wages to be paid to IMPACT.

SECTION 11E. The Employer shall contribute five-eighths of one percent (5/8 of 1%) of the applicable hourly journeyman wage rate for each hour worked to Ironworker-Management Progressive Action Cooperation Trust.

KEY EMPLOYEE(S) FRINGE BENEFIT CONTRIBUTIONS

SECTION 12. This provision shall only apply to individuals who are determined to be "key employees" by the Union and the Employer within 7 days of employing the key persons on a job in the geographical jurisdiction of Local 383. The Employer agrees to make timely payments to all fringe benefit funds on behalf of key employees so identified. In the case of a key employee(s) who designates a local union other than Local 383 as his/her home local, the Employer shall pay contributions to the pension, annuity and health care funds of the key employee's home local at the home local contribution rates, provided that the conditions set forth herein are met. In such case, the Employer shall be required to submit contributions forms to the key employee's home local and Local 383. All other fringe benefit contributions required by this Agreement shall be paid to the Iron Workers Local 383 Lockbox Account (Dues Check-off, Apprentice and Retraining, Contract Administration and IMPACT). Contributions sent to the Iron Workers Local 383 Lockbox Account will be at the current contribution rates set forth in this Agreement.

The key employee must sign and send a *Key Employee Fringe Contribution* form to Local 383 within 30 days after commencing employment within Local 383's jurisdiction. If the form is not received within that time limitation, it shall be considered null and void, and of no force and effect.

If the key employee fails to provide a completed and executed *Key Employee Fringe Contribution* form to Local 383 within the time limitations as set forth above, or in the event the home local trust funds refuse to accept contributions, then the contribution amounts on behalf of the key employee shall be paid to the Local 383 trust funds as required by this Agreement.

INDUSTRY ADVANCEMENT PROGRAM/ CONTRACT ADMINISTRATION FUND

SECTION 13. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay per hour for actual time worked to the Industry Advancement Program/Contract Administration Fund (IAP/CA Fund) for each employee covered by or subject to this Agreement, the amount specified in the Wage Rate Article. These payments shall be made no later than the fifteenth day of each month following the month for which payment is to be made. Payments are to be sent to Iron Workers Local 383 Lockbox Account.

In consideration and recognition of the negotiation and administration of this labor agreement and all related operations and the Association's discharge of its fiduciary responsibilities with respect to appointing Trustees to the fringe benefit funds and insuring those trustees, this IAP/CA Fund is established. The IAP/CA Fund assets may be utilized for the purposes and uses contemplated by the IAP/CA Fund Agreement.

It is further understood that the Employer contributions required by this Section shall not be referred to or considered as wage or fringe benefit payments. Any contractor not represented by the Association in negotiations, may elect by written notification to the Union, to the IAP/CA Fund, and to the Apprenticeship and Training Fund not to contribute to the IAP/CA Fund. If the contractor makes such election, the contractor shall contribute an equal amount per hour to the Apprenticeship and Training Fund over and above the requirements on page 15.

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

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

INDEMNIFICATION. The Associated General Contractors of Wisconsin, Inc. and the IAP/CA Board of Directors hereby agrees to protect, defend, indemnify and hold harmless the Union against any and all loss, damages, costs and expenses (including reasonable attorneys' fees) and against, of and from any actions, demands, claims and all causes of action or other forms of liability arising out of this IAP/CA Fund article.

BONDING

SECTION 14. The Union agrees that it will not permit employees within the bargaining unit to work for any Employer who has not filed with the Union a Health and Welfare, Pension, and Apprentice & Retraining Fund Bond in the amount of \$50,000.00. This Bond shall be written by a reliable corporate surety and shall be deposited with the Union. This Bond may be reclaimed within sixty (60) days after ceasing operation in the jurisdiction of Local 383 if payments to all funds have been properly made. Employers in good standing with the Union for the past five (5) years may not be required to provide such bonding if agreed to by the Union.

WORK DAY AND WORK WEEK

SECTION 15A. Five (5) days from Monday through Friday, inclusive, shall constitute a work week. Eight (8) hours between the hours of 6:00 a.m. and 6:00 p.m. shall constitute a work day. The work day shall commence on or before 9:30 a.m. and the Employer may establish work days as hereinafter indicated, **with proper notification to the Union:**

6:00 A.M. – 6:00 P.M.

All time worked in excess of the regular eight (8) hour day shall be paid for at overtime rates. All work performed before 6:00 a.m. or after 6:00 p.m. shall be paid at the overtime rate of pay. No work shall be performed before 6:00 a.m. except in case of emergency and permission granted by the General Executive Board.

SECTION 15B. Pursuant to mutual agreement between the Business Manager and the Contractor, the start of the

workweek (Monday or Tuesday) may consist of a four-day forty-hour week, Monday through Friday, consisting of four ten-hour days between the hours of 6:00 a.m. and 6:00 p.m. without overtime rates applying. When working such workweek all hours worked in excess of ten hours per day or forty hours per week shall be paid at the applicable overtime rate of pay. When working pursuant to this Section, all hours worked on Saturdays, Sundays and holidays shall be paid at the applicable overtime rate of pay.

If mutually agreed upon between the Employer and employees working for a contractor, Friday may be worked as a make-up day at straight-time for time lost due to inclement weather or conditions beyond the contractor's control. When a holiday falls on a weekday, Friday will be a make-up day at regular rate of pay. No one shall be discriminated against for refusing to work Friday. It is agreed if any employee reports for work on Friday as a make-up day, the employee will be paid a minimum of two (2) hours pay, weather permitting.

SECTION 15C. There shall be a ten (10) minute coffee break in the A.M. near the employee's work site. Any employee working ten (10) or more consecutive hours in a day may take a second ten (10) minute coffee break in the P.M.

SHIFT WORK

SECTION 16. (1) When shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours at the regular straight time hourly rate, the third shift shall work seven (7) hours and receive eight (8) hours at the regular straight time hourly rate plus \$.25 per hour. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered time worked.

(2) All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the rate of time and one-half. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate of double time.

(3) By mutual consent of the Company and the Union Representative, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

(4) On all shift work performed on Sunday or holidays, the overtime rate of double time shall start with the beginning of the first or "morning" shift. Not more than one (1) shift shall be allowed on a job of less than five (5) day's duration except in case of emergency, which shall be decided by the General Executive Board. There shall be no pyramiding of overtime on second and third shifts. In localities where the work day is less than eight (8) hours per day, the hours on shift work shall be shortened proportionately. All pay on Saturday shall be time and one-half.

(5) In cases of a single shift working outside the regular work day; if the shift starts after 6:00 pm and before midnight, pay will be figured at seven and one-half (7 ½) hours worked for eight (8) hours pay. Any work over seven and one-half (7 ½) hours will be paid at the overtime rate.

If the shift starts after midnight and before 6:00 am, pay will be figured at seven (7) hours worked for eight (8) hours pay. Any work over seven (7) hours will be paid at the overtime rate.

OVERTIME AND HOLIDAYS

SECTION 17. Time and one-half shall be paid for any and all work in excess of eight (8) hours on any regular work day and for all time worked on Saturday unless the Contractor is working under Section 15B. In those cases, time and one-half shall be paid for all time worked in excess of ten (10) hours in one day. However, time and one-half shall be paid after a person works forty (40) straight time hours in a week. Sunday and recognized holidays

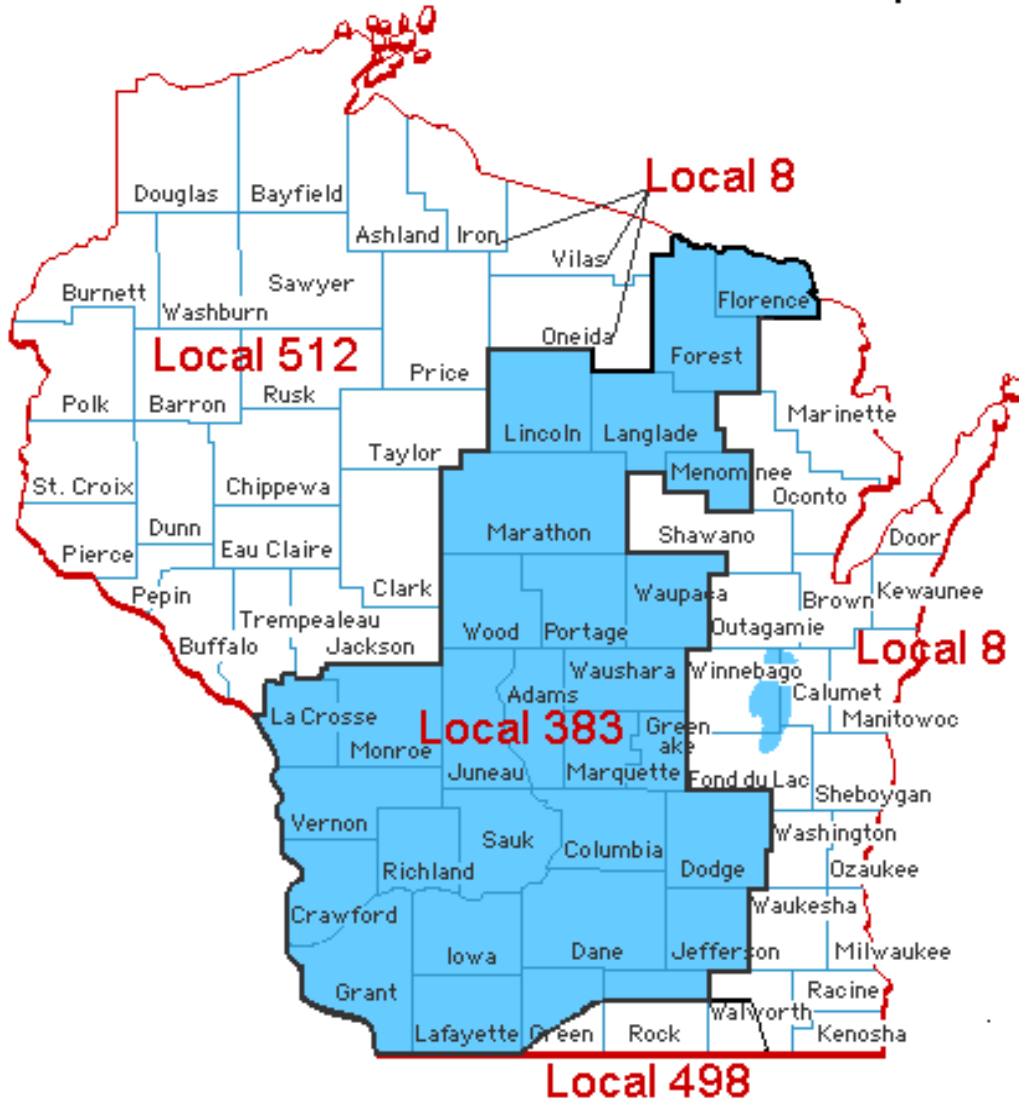
shall be paid at double the straight time rate. No work shall be performed on Labor Day except to save life or property. The following holidays shall be observed:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day

Any of the observed holidays which occur on a Sunday shall be observed on the following Monday.

JURISDICTIONAL MAP

Iron Workers Jurisdictional Map



Iron Workers Local 383's jurisdiction includes all of the following counties:

Adams, Columbia, Crawford, Dane, Dodge, Florence, Forest, Grant, Green Lake, Iowa, Juneau, Jefferson, LaCrosse, LaFayette, Langlade, Lincoln, Marathon, Marquette, Menominee, Monroe, Portage, Richland, Sauk, Vernon, Waupaca, Waushara and Wood.

Includes part of Green and part of Rock Counties.

WAGE AND BENEFIT RATES

SECTION 18. Effective June 1, 2020 through May 31, 2023, the hourly wage rates and benefits for bargaining unit employees shall be as follows:

Journeyman Rates	Gross Wages	Dues Checkoff	Pension Fund	SMA Fund	Health Care	Appr & Retraining	IMPACT	IAP/CA
June 1, 2020 – June 5, 2021	\$37.10	\$1.86	\$11.15	\$7.65	\$7.45	\$0.81	\$0.23	\$0.11
June 6, 2021 – June 4, 2022	<i>Effective June 6, 2021, an additional \$2.00 will be added to the wage and benefit package.</i>							
June 5, 2022 – May 31, 2023	<i>Effective June 5, 2022, and additional \$2.00 will be added to the wage and benefit package.</i>							

Foremen Wage Rates:

Foreman ----- \$ 2.50 above journeyman rate
 General Foreman (three or more Foremen on job) ----- \$ 3.75 above journeyman rate

Apprentice Wage Rates

Apprentice Wage Rates	0 – 1000 hrs 60%	1001 – 2000 hrs 65%	2001 – 3000 hrs 70%	3001 – 4000 hrs 75%	4001 – 5000 hrs 80%	5001 – 5760 hrs 90%	5761 – 6500 hrs 95%
June 1, 2020 – June 5, 2021	\$22.26	\$24.12	\$25.97	\$27.83	\$29.68	\$33.39	\$35.25
June 6, 2021 – June 4, 2022	<i>Rates will be updated effective June 6, 2021.</i>						
June 5, 2022 – May 31, 2023	<i>Rates will be updated effective June 5, 2022.</i>						

Each Employer covered by this Agreement shall pay the contributions payable to the funds as described in Section 7 – Health Care Plan, Section 8 – Pension Plan, Section 8 – Supplemental Monthly Annuity (SMA) Plan, Section 9 – Working Dues Checkoff, Section 10 – Apprentice and Retraining Fund, Section 11 – IMPACT and Section 13 – Industry Advancement Program/Contract Administration Fund, no later than the fifteenth (15th) day of the month following the month for which payment is being made.

Reporting forms and instructions will be mailed to Employer offices on a monthly basis. All contributions are due no later than the fifteenth (15th) day of the following month. One check for the Pension and SMA monies payable to: **Fringe Benefit Fund Account**, P.O. Drawer M, Lansing, IL 60438. One check for the Dues Checkoff, Health Care Plan, Apprentice & Retraining Fund, IMPACT and IAP/Contract Administration monies payable to: **Iron Workers Local 383 Lockbox Account**, P.O. Box 78500, Milwaukee, WI 53278-0500

Upon mutual agreement between the Employer and the Union, the Depositories may be transferred to a different entity location. Employers signatory or otherwise bound by this Agreement shall be promptly notified of such transfer.

Fund payments are calculated on HOURS WORKED. The same Dues Checkoff, Pension, SMA, Health Care Plan, Apprentice and Retraining Fund, IMPACT and IAP/Contract Administration contributions paid for Journeymen, also apply to Apprentices. The Working Dues Checkoff is included in the gross wages and deducted after payroll taxes are withheld.

*The increases effective June 6, 2021 and June 5, 2022 will be applied as the Membership desires, provided it is mutually agreed upon by the Union and the Associated General Contractors of Wisconsin, Inc.

CLARIFICATION OF LABOR MANAGEMENT

The parties agree with the concept that Labor-Management Committees are beneficial to the promotion of union construction.

SUBSISTENCE ALLOWANCE

SECTION 19. Subsistence shall not be mandatory under the terms of this Agreement. However, an employee may negotiate subsistence with an employer's designated representative.

No Employer will challenge the unemployment compensation claim of an employee who refuses to travel more than fifty (50) miles from his/her principle residence to a jobsite within Local 383 jurisdiction.

PIECEWORK

SECTION 20. The Union prohibits piecework of any description.

WORK LIMITATION

SECTION 21. There shall be no limitation placed on the amount of work to be performed by any employee during work hours.

PAY DAY

SECTION 22. The regular pay day shall be once a week on the Employer's regular payday. The wages shall be paid before quitting time on the job unless the Employer and Local Union Business Manager agree otherwise.

When employees are laid off or discharged, they shall be paid in full in cash or check on the job unless the Employer and the Local Union Business Manager agree otherwise.

If the Employer has the option to mail regular weekly checks:

1. They will be mailed by First Class Mail.
2. They must be postmarked no later than three (3) working days after the end of the payroll period (work days are defined as Monday through Friday).
3. There will be two (2) hours pay added to the check for each additional work day the weekly paycheck is mailed late (post mark will determine mailing date).

If the Employer has the option to institute a direct deposit system for regular weekly checks:

1. Each Employee shall execute an authorization for the Employer to directly deposit pay into an account designated by the employee.
2. The pay must be deposited no later than five (5) working days after the end of the payroll period (working days are defined as Monday through Friday).
3. There will be two (2) hours pay added to the check for each additional work day the weekly paycheck is deposited late (employee bank statement will determine deposit date).

If the Employer has the option to mail lay off or discharge checks:

1. They will be mailed by First Class Mail.
2. They must be postmarked no later than the end of the Employer's next working day (work days are defined as Monday through Friday).
3. There will be two (2) hours pay added to the check for each additional work day the paycheck is mailed late (post mark will determine mailing date).

When employees quit on their own accord, they shall wait until the regular pay day for the wages due them.

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.

Any wages paid above the collectively bargained rate for each classification is premium pay, and is determined at the sole discretion of the Employer.

REPORTING TIME

SECTION 23. When an employee is ordered by the Employer or the Union Representative to report for work and then through no fault of the employee is not put to work or employed for less than two hours, the Employer shall pay the employee for two hours time, weather permitting work, provided the employee remains on the job during the said two hours. On jobs of more than two hours duration, all employees shall be paid for the actual hours worked.

FOREMAN

SECTION 24. When an employee represented by the Union is sent to a job and assumes the responsibility of the operation or direction of the job by reading specifications, laying out and then working alone on said job, the Employer shall pay the employee foreman's wages.

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

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

MOVING OF MACHINERY

SECTION 25. In handling, setting and moving of machinery, a crew sufficient for safety shall be required. Clothing shall be changed on company time, with an allowance of fifteen (15) minutes for clean up time on machinery moving jobs, existing foundries and malt houses.

IRON WORKERS REQUIRED ON GUY AND STIFF LEG DERRICKS

SECTION 26. No less than six (6) Iron Workers and a foreman shall be employed around any guy or stiff leg derrick used on steel erection. On work involving a mobile or power operated rig, a crew of sufficient size necessary for safety shall be established by the Employer. When in the opinion of the Business Manager, the crew size established by the Employer is not sufficient for safety, the Business Manager may require the Employer to establish a crew of no less than four (4) Iron Workers and a foreman. The contractor shall immediately comply with the Business Manager's decision.

RIVETING GANGS

SECTION 27. Riveting gangs shall be composed of not less than four (4) Iron Workers at all times. The Employer may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid double time for such time worked before the regular starting time.

When three (3) or more gangs are employed on any job, a foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the foreman to temporarily fill in the gang.

PRECAST, PRESTRESSED, REINFORCED CONCRETE STRUCTURAL MEMBERS FOR BUILDINGS, BRIDGES AND OTHER STRUCTURES

SECTION 28. 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 other rigging is used, work of loading, unloading, moving and placing to complete erection shall be performed by Iron Workers, subject to Section 1, Craft Jurisdiction.

SAFETY PROVISIONS

HEALTH & SAFETY

SECTION 29A. All work under this agreement shall be performed in conformance with applicable Federal, State and Local safety laws, ordinances, rules and regulations, and in conformance with any safety rules an owner might impose.

The Employer agrees to work in accordance with the requirements of the Occupational Safety and Health Act of 1970. The Employer may impose additional or more stringent rules to protect the health and safety of the employees.

SECTION 29B. Unless mutually agreed upon between the employee and Employer, no employee covered by this Agreement will be required to work without the presence of another person. The other person may be a non-bargaining unit person.

SECTION 29C. When erecting or raising steel, heavy equipment, roof frames, roof deck, and any other work as stated in Section 1 hereof entitled "Craft Jurisdiction" the Employer shall assign a sufficient crew.

SECTION 29D. The Employer agrees to forward copies of accident reports to the Union, if requested, for the purposes of changing future results of the lagging indicators for the betterment of the ironworking industry.

STIFFENING AND SUPPORTING WORKING LOAD POINTS

SECTION 30. Where iron is landed on the floor or any point of a structure under construction, **all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.**

RIDING THE LOAD OR LOAD FALLS

SECTION 31. No employee shall be permitted to ride the load or load fall except in case of an emergency.

SLINGS

SECTION 32. It is recommended that steel cable slings, chokers, or spreaders will be used when unloading, yarding and erecting structural steel with power equipment. It is acceptable practice to use chain or synthetic rigging for hoisting of machinery and other equipment, provided all rigging is done in accordance with the guidelines of ANSI.

SIGNALING AND COMMUNICATION EQUIPMENT

SECTION 33. The Employer shall provide a safe and practical means for giving or transmitting signals. When hand signals are not feasible, the Employer shall provide equipment or devices (such as speaking tubes, bells, whistles, alarms, telephones, or quality radio equipment) with sufficient range, volume, clarity and channels to provide communication during working or hoisting operations.

ELEVATOR SHAFT PROTECTION

SECTION 34. No employee will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above the workers shall be planked safe in all elevator shafts.

STUDS AND PROJECTIONS

SECTION 35. Iron Workers of Local 383 may refuse to erect, work or walk on any structural member which has any projection above the flat surface of said members. (This refers to welded studs and shear connectors which have been welded on the structural members in the fabrication shop). When epoxy paint is to be applied to the walking surface of structural iron, same will be discussed at the pre-job conference.

IRON WORKER TOOLS

SECTION 36. Employees working at the iron working trade shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Tools broken on the job or lost as a result of a break in or burglary, fire, flood, shall be replaced by the Employer within a reasonable time, with tools of the same make and model and/or of equal value as those lost or broken.

WELDER TENDER

SECTION 37. Contractors employing a welder under conditions where a risk factor is involved may, by mutual agreement of the Contractor and Iron Worker foreman, employ a welder tender to assist the welder in his/her duties.

SAFETY EQUIPMENT

SECTION 38A. In the event that safety equipment of any kind is required by OSHA, Employer, and/or Owner directive, it shall be provided at the expense of the Employer except for safety toe shoes, which shall be provided by the employee. The Union shall not be responsible for any violation of safety statutes or regulations. However, the employee must properly utilize all safety equipment provided to the employee by the Employer. Members of the Union, as a condition of employment, may be required to sign a statement indicating receipt of and willingness to comply with the Employer's Safety Program.

SECTION 38B. Employees required to perform welding or cutting on heavy metals (galvanized, lead, etc.) shall be provided, and shall wear, appropriate respiratory protection if required by governmental regulations.

SHIPPING EMPLOYEES

SECTION 39. Employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling time and expenses, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days.

Employees 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.

DRINKING WATER - CLOTHES ROOM

SECTION 40A. The Employer shall furnish suitable drinking water with disposable cups and access to portable sanitary facilities during working hours. Additionally, the Employer shall provide access to a secure, heated change room or shed for the employees to change their clothes and store their tools on each job of sufficient size and length to be mutually agreed upon by the Business Manager or Business Agent, and the Employer.

SECTION 40B. The Employer shall, upon request, provide sanitary hand cleaning supplies.

COMPENSATION INSURANCE

SECTION 41. The Employer must at all times provide Worker's Compensation Insurance and Unemployment Compensation Insurance. All Contractors must report Compensation Number to Iron Workers Local Union No. 383.

BUSINESS REPRESENTATIVE

SECTION 42. The Business Representative or authorized Union Representative of the Union shall be permitted to visit jobsites but will in no way interfere with the progress of work. The Business Representative or authorized Union Representative will first notify the jobsite superintendent or other person in charge of his/her presence and will also abide by all safety rules on the jobsite. The Owner's and Contractor's visitation rules shall be followed. Failure of the Union Representative to make notification and/or observe the safety rules shall result in his/her removal from the jobsite.

JOB STEWARD

SECTION 43. There shall be a steward on each job who shall be appointed by the Business Representative. The steward shall keep a record of the workers laid off and discharged; and take up all grievances on the job and try to have the same adjusted and in the event the steward cannot adjust them he/she must promptly report that fact to the Business Representative, who shall report the same to the proper officer of the Union so that efforts can be made to adjust any matter without a stoppage of work. The steward 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. A steward failing his/her duties shall be subject to censure by his/her Union and also be subject to a penalty upon conviction of charges provided for in the International Constitution. The Employer agrees that the job steward will not be discharged until after proper notification has been given to the Union and further, when employees are laid off the job steward will be one of the last workers laid off, providing he/she is capable of performing the work in question. The steward shall identify him/her self to the Contractor.

PROTECTION OF UNION PRINCIPLES

SECTION 44. The removal of journeymen Iron Workers and apprentices from a job in order to render legal assistance to other Local Unions to protect Union principles shall not constitute a violation of the Agreement, provided such removal is first approved by the General Executive Board and notice thereof is first given to the Employer involved.

APPRENTICESHIP

SECTION 45A. The parties signatory hereto agree to establish a Joint Apprenticeship Committee in accordance with the provisions of the "Iron Workers Apprenticeship and Training Standards," as continued in Section 1, Article XXII of the International Constitution. Said Committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said Standards.

SECTION 45B. The Union and the signatory contractors agree to make a concerted effort to recruit apprentices.

VOTING

SECTION 46. Reasonable time off for voting purposes shall be granted to any employee of this Union who desires to go to the polls on election day as provided by Wisconsin Statutes, Section 6.047. Arrangements shall be made in advance of the Election Day as to scheduling of time and time-of-day the employee shall have off; such time not to exceed three (3) hours and such time actually off shall be deducted from the employee's paycheck.

SUBCONTRACTING

SECTION 47A. The contractor agrees that when subletting or contracting out work which is to be performed at the site of the construction, alteration, painting or repair of a highway, building, structure or other work, the contractor will sublet or contract out such work only to a subcontractor who has signed or is otherwise bound by a written labor agreement entered into with this Union.

SECTION 47B. When situations arise wherein it is claimed that no subcontractor is available for the proposed work who will comply with subparagraph (a) of this Section, the Contractor and the Union shall meet and agree upon an equitable solution. In the absence of the mutual agreement, either party may submit the issue to arbitration as provided in Section 49A and 49B.

SECTION 47C. Notwithstanding any other provision of this agreement, this article shall not be enforced by strike action.

SETTLEMENT OF DISPUTES

SECTION 48A. Any dispute, excluding jurisdictional disputes, as to the proper interpretation of this Agreement shall be handled in the first instance by a representative of the Union and the Employer, and if they fail to reach a settlement within five (5) days it shall be referred to a Board of Arbitration 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 by written notice to the Wisconsin Employment Relations Commission (WERC) that they are requesting that a staff member of the WERC conduct the arbitration proceedings. A copy of such notice to the WERC shall be given to the other party. That person which the WERC appoints as arbitrator shall be the arbitrator.

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. 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.

SECTION 48B. In the event the arbitrator finds a violation of the Agreement he/she shall have the authority to award back pay to persons on the referral list in addition to whatever other or further remedy may be appropriate.

STRIKES AND LOCKOUTS

SECTION 49. It is mutually agreed that there shall be no strikes authorized by the Union or no lockouts authorized by the Employer, except for:

- (a) The refusal of either party to submit to arbitration in accordance with Section 49, or
- (b) The refusal of either party to carry out the award of the arbitrator, or
- (c) The refusal of the Employer to pay any or all of the contributions required to be paid in behalf of its employees pursuant to Sections 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 8J, 8K, 8L, 9A, 9B, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D and Note hereof.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any situation; provided, however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line, if the picket line is both in support of an economic strike and during which strike the work of the striking Union is being performed at a particular jobsite(s), and then only at such jobsite(s). No one will discourage, coerce, intimidate, and/or discriminate against any employee who chooses to work or not work on such projects.

A striking Union shall be defined as only a Union affiliated with the Building & Construction Trades Department, AFL-CIO.

IMPACT NATIONAL DRUG TESTING PROGRAM

SECTION 50. IMPACT national drug testing program has been instrumental in ensuring that Ironworkers are drug-free and ready to work, to make contractors more competitive in the construction industry, whereas, it creates the following:

- National pool of safe, drug-free Ironworkers
- Offers a strong random test component
- Allows for instant and laboratory testing
- Encourages and provides training for Reasonable Suspicion
- Accepts owner-controlled programs to eliminate repetitive testing
- Provides membership rehabilitation
- Allows for contractor employees to be tested in addition to members
- Contractor training
- Uses a secure, state-of-the-art database to verify participant's status 24-7

The IMPACT program uses a third party administrator (TPA) to manage collection within the state of Wisconsin. More than 3000 e-Screen collection sites nationwide, for contractor designated representatives, to schedule automatically. In addition, eScreen allows for POCT test results to be uploaded within an hour.

IMPACT program can be reached at the following:

1/800-985-0200 (MRO and Policy & Procedure)
1/314-645-5577 (Third Party Administrator)
<http://www.impact-net.org/member-programs/ironworkers/impact-drug-free-workforce>

SCOPE OF AGREEMENT

SECTION 51. This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union will be bound by rules, regulations, or agreements not herein contained except interpretations or decisions of the Board of Arbitration.

SAVINGS CLAUSE

SECTION 52. 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 or a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof: provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to re-negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

LETTERS OF ASSIGNMENT

SECTION 53A. In order to properly protect the interests of the membership of our International Association and their Employers and Contractors, it is necessary that this Local Union obtain authentic evidence to work assignments performed by members of this Local Union. The Employers may submit to the Union letters of work assignment on company letterhead on written request by the Union.

SECTION 53B. The Employer shall fill out and return the *Annual Prevailing Wage Rate Survey* that is mailed annually by the State of Wisconsin - Department of Workforce Development (DWD) and the Federal Davis-Bacon Survey. The Employer, upon request, shall submit copies of said form to Iron Workers Local 383 business office. Nothing in this section shall be construed so as to require the Employer to violate any applicable law.

MANAGEMENT RIGHTS

SECTION 54. Employers retain full and exclusive authority to manage the work and operations of their businesses to the extent not specifically limited by the provisions of this agreement.

DURATION AND REOPENER CLAUSE

SECTION 55. This Agreement with any amendment thereto made as provided for therein, shall remain in full force and effect until midnight of May 31, 2023, and from year to year thereafter and shall be subject to amendment or termination only if written notice be given to the other by either party of its desire to amend or terminate same at least four (4) months prior to May 31, 2023 or of any subsequent contract year, provided, however, that either party may upon written notice to the other at least four (4) months prior to May 31, 2023, open this Agreement for negotiating changes in hourly wages as set forth in Section 18 of this Agreement for the duration of this Agreement, and further either party shall have the right at this time to engage in all legal concerted activities including those specifically forbidden by Section 49 of this Agreement.

It is further agreed and understood by the parties hereto that either party may upon written notice given to the other at least four (4) months prior to May 31, 2023 open this Agreement for the exclusive purposes of discussing the possible establishment of an Annuity Plan.

It is further agreed and understood by the parties hereto that the option of applying any part of the newly negotiated wage rates to increase the contributions required to be made to the various funds pursuant to Section 7, 8, 9, 10, 11, 12 and 18 of this Agreement.

It is further agreed and understood by the parties hereto that either party may upon written notice given to the other open this Agreement for the exclusive purpose of discussing proposed changes to Section 50 language, in the event that a substance abuse program is adopted as a whole by a Building Trades or user/contractor group or association.

IN WITNESS WHEREOF, The Employer and the Union have entered into this Agreement on the 29th day of May 2020 to be in full force and effect from June 1, 2020 through May 31, 2023.

FOR THE EMPLOYER

The Associated General Contractors
of Wisconsin, Inc. and Others
By: Robert L. Barker
Executive VP

FOR THE UNION

International Association of Bridge,
Structural, Ornamental & Reinforcing
Iron Workers Local Union 383 (AFL-CIO)
By: Tim DeMinter
Business Manager

Iron Workers Local Union No. 383, Madison, Wisconsin
ASSUMPTION OF AGREEMENT

The undersigned contractor hereby agrees to assume, and assumes, all the terms and provisions of the within Agreement entered into between Associated General Contractors of Wisconsin, Inc. and Others and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local Union No. 383 (AFL-CIO) (hereinafter called the AGC Agreement) and to be bound thereby the same as though all of said terms and provisions were set forth word for word herein.

This Agreement shall be effective as of **June 1, 2020**.

It is specifically understood that this Agreement may be reopened in the same manner set forth in Section 55 of said AGC Agreement but that in the event of an inadvertent failure of the reopening party to individually notify the undersigned of its desire to amend or terminate, this Agreement shall nevertheless be reopened for negotiations upon proof that timely notice of said desire had been sent to the aforesaid Associated General Contractors of Wisconsin, Inc.

It is further specifically understood that all conditions of employment in the individual operation of the undersigned contractor relating to wages, hours of work, general working conditions or work assignments shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made in the AGC Agreement.

Dated at Madison, Wisconsin this _____ day of _____, 20____.

~~~~~  
please print or type

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Company Representative

\_\_\_\_\_  
Signature

FOR: LOCAL UNION NO. 383  
of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL & REINFORCING IRON WORKERS, AFL-CIO  
5501 Manufacturers Drive, Madison, Wisconsin 53704  
(608)256-3162 (608)256-3163 fax  
lisa@iron383.com  
www.iron383.com

By: \_\_\_\_\_, Business Manager

