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Title: **Mid-South Erectors Association, Inc. and Iron Workers District Council of the Mid-South, International Association of Bridge, Structural, Ornamental, & Reinforcing Iron Workers (BSOIW), AFL-CIO, Locals 58, 469, 591, 623, 710 (2001)**

K#: **8991**

Employer Name: **Mid-South Erectors Association, Inc.**

Location: **LA**

Union: **Iron Workers District Council of the Mid-South, International Association of Bridge, Structural, Ornamental, & Reinforcing Iron Workers (BSOIW), AFL-CIO**

Local: **58, 469, 591, 623, 710**

SIC: **1791**

NAICS: **23819**

Sector: **P**

Number of Workers: **1500**

Effective Date: **06/18/01**

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K8991  
1,500 workers

17 pp.

6-18-2001 - 5-31-2003

AGREEMENT BETWEEN  
MID-SOUTH ERECTORS ASSOCIATION, INC.

AND

IRON WORKERS DISTRICT COUNCIL  
OF THE MID-SOUTH

For and on behalf of

The International Association of Bridge, Structural,  
Ornamental and Reinforcing Iron Workers  
Local Unions #58 - #469 - #591 - #623 - #710

This Agreement is made and entered into June 14, 2001 by and between the collective bargaining committee of the Mid-South Steel Erectors Association, for and on behalf of those employers who have signed this Agreement, hereinafter referred to as "Employers", and the Iron Workers District Council of the Mid-South, for and on behalf of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local Unions #58, 469, 591, 623, and 710, hereinafter referred to collectively and "The Union".

This agreement shall apply to all classifications of work coming under the geographical and/or occupational jurisdiction of the Iron Workers District Council of the Mid-South and Local Unions #58, 469, 591, 623 and 710.

1. AREA OF AGREEMENT:

The following Articles of the Agreement set forth specific understandings covering wages, hours, and other conditions of employment to govern the relationships of the parties hereto. It is understood that no other regulations concerning working rules coming within the area of matters subject to collective bargaining may be adopted by either party, and any such regulations that may be agreed to hereafter by both parties shall be set forth in writing and made a part of this Agreement.

2. JURISDICTION:

- A. The Union and Employer agree that there shall be no strikes, lockouts, or interruptions of the disputed work over jurisdictional disputes.
- B. It is agreed that the following procedure shall be used as a guide for the settling of jurisdictional disputes which may arise between the Iron Workers and other crafts. Should a dispute arise between the Iron Workers and other crafts, the Local Union Representative of the Unions shall make a conscientious endeavor to settle the dispute locally. Should the two (2) Local Representatives fail to consummate a satisfactory

understanding within three (3) working days, the matter shall be referred by the representative in question to the Presidents of the two (2) International Unions who shall each assign an International Representative to the dispute. Should the International Representative of the respective Unions be unable to reach a satisfactory agreement, they or the Local Union Representative shall prepare an accurate written description, pictures, blue prints, etc., for submission to the respective International Presidents who shall determine by agreements, committee understanding, board decisions, trade practice, or other means as to the proper assignment of the work in question. The employer or subcontractor involved shall, upon receipt of written notification, immediately adjust the assignment of the work in accordance with the decision.

### 3. PAYDAY

- A. Payday shall be weekly. Where job site conditions prevent work on the regular payday, employees shall be paid on the job as soon as possible but no later than twelve o'clock noon. Sufficient time, not exceeding one (1) normal workweek, may be withheld for the Employers to prepare their payroll.
- B. When employees are discharged or laid off, they shall be paid in full in cash or other legal tender on the job immediately or the employee's check will be mailed to him/her with a postmark date no later than the next business day. The employee shall receive two (2) hours additional pay if the above procedure is not followed. If for any reason, the Employer is unable to issue a termination, the employee shall receive one (1) hour's pay for traveling to the Employer's office; if the job is located fifty (50) miles or more from the Employer's office or the employee's local union hall, the employee shall receive two (2) hour's pay. When employees quit of their own accord, they will be paid off in accordance with applicable state law or their next regularly scheduled pay, whichever occurs sooner.
- C. Wages may be paid in cash or by check, but in either case, the Employer will furnish the employee, at the time he is paid, with a statement or detachable stub showing the hours worked, both straight time and overtime, the straight time rate of pay, the gross wages, the amount and purpose of each deduction, and the amount of net wages.

### 4. REPORTING TIME

- A. If the service of an employee will not be required on a given shift, he shall be so notified. Any employee not so notified and reporting to work at the beginning of his shift and not put to work shall be paid one (1) hour reporting time. If the job is located fifty (50) miles or more from the Employer's office or the employee's local union hall, two (2) hours reporting time shall be paid. Any employee reporting to work for the first time will be expected to report at the time designated by the Employer, but if the employee is not put to work, he shall be paid one (1) hour reporting time.
- B. Once an employee is put to work, he shall be paid a minimum of two (2) hours. An employee who continues to work after two (2) hours shall be paid for the actual time worked. To receive these guarantees the employee may be required to remain on the job at the option of the Employer.

- C. Projects where a majority of the crafts employed by the Employer receive two (2) hours reporting time, then all Iron Workers will receive the same.

## 5. STEWARDS:

- A. The Employer recognizes the Union's right to have a steward. The business manager shall appoint the steward; however, he will advise the Employer of such appointee.
- B. The steward shall not be discriminated against because of the faithful performance of his duties as steward as outlined herein.
- C. The steward shall be concerned only with the employees of his Employer and not with the employees of any other employer working nearby, provided, however, that the steward shall at times be permitted to report to the Union business manager any apparent violation of the terms of this Agreement.
- D. The steward shall take up all grievances on the job and try to have the same adjusted; but in the event he cannot adjust the grievance, he must promptly report the fact to the Union business manager. The business manager shall report same to the proper office of the Employer so that efforts can be made to adjust any matter without a stoppage of work.
- E. The steward shall bring to the attention of the Employer's representative and the Union business manager any violation of the terms of this Agreement, but the steward shall not have the authority to cause a stoppage of work on the job site.
- F. The steward shall be notified of all injured employees.

## 6. INJURED EMPLOYEES

- A. Employees injured on the job shall be paid the applicable rate for the whole day on which they were injured, or any subsequent days when required to report for medical treatment for the injury, provided, however, that said employee is working on the job.
- B. When an employee is instructed by the doctor to report for post-injury treatment, the employee shall make such appointment at a time, which will not conflict with his regular working hours. When it is impossible for the employee to make an appointment with the doctor which will not conflict with his regular working hours, he will be allowed sufficient time, with pay, for the visit. However, the doctor must confirm to the employer that the appointment could not be made outside of the employee's working hours. This does not cover an employee who is not on the payroll for the given day.

## 7. GRIEVANCE PROCEDURE

- A. All grievances and disputes by an employee of the Union shall be processed in the following manner:

## STEP I

If an employee asserts a grievance or dispute, the grievant shall present a written grievance to the Employer and the Union within ten (10) working days of the occurrence of the event that forms the basis for the grievance. If the grievance is asserted by the Union, the grieving party shall present a written grievance within thirty (30) working days of the occurrence of the event that forms the basis of the grievance.

## STEP II

Within ten (10) working days of the filing of the grievance, the designated representative of the union shall meet with the designated representative of the Employer to discuss the grievance. If the employee asserts the grievance, the grievant shall have the right to attend the meeting.

## STEP III

- a. Should the parties fail to settle the grievance, then the Union may refer the matter to arbitration. In the event the Union chooses to arbitrate the dispute, they shall notify the Employer within ten (10) working days of receipt of the Employer's final answer to the grievance of their desire to arbitrate.
- b. The designated Employer and Union representatives shall attempt to select an Arbitrator by mutual consent. However, if they are unable to agree, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and upon receipt of such panel, each side will alternately strike names until an arbitrator is selected. The decision of the Arbitrator shall be final and binding on both parties.
- c. The Arbitrator shall have no jurisdiction or authority to:
  1. Add to, subtract from, modify, or in any way change the provisions of this Agreement and shall be limited to deciding whether there has been a violation of an express provision of this Agreement.
  2. Establish new wage rates or change existing wage rates or wages for specific job classification of employees.
  3. Determine standards of production or operations nor assume any other responsibility of management.
- d. The losing party shall bear the expense of the Arbitrator.

## 8. NO STRIKE OUT OR LOCKOUT

There shall be no strikes, stoppages of work, slow downs, or sympathy strikes on the part of Union, its members, or any employee covered by this Agreement, during the term of this Agreement, except as provided in Article 24, Section E-2. There shall be no lockout on the part of the Employer during the term of the Agreement. It is the intent of the parties that the

work shall be manned by the employees of the Employer regardless of the action taken by others, and that all disputes and grievances shall be handled through the grievance procedure. The Employer agrees that any act by any employee or any group of employees shall not be considered a violation of this Agreement by the Union provided the Union takes immediate and reasonable steps to bring about cessation of such activities.

9. HOURS OF WORK, OVERTIME, AND HOLIDAYS:

- A. The standard work week shall be Monday through Friday between the hours of 5:00 A.M. and 6:00 P.M.
- B. All work performed in excess of ten (10) hours per day or forty (40) hours per week, shall be paid at the rate of time and one-half (1 ½), excluding holidays.
- C. If less than forty (40) hours are worked Monday through Friday because of weather conditions or due to situations that are beyond the Employer's control, then Saturday, at the option of the Employer, may be scheduled as a make-up day. Make-up days on projects scheduled Monday through Friday shall be scheduled for a minimum of eight (8) hours weather permitting.
- D. From time to time it may be necessary for a company to schedule a project to work four (4) ten (10) hour days Monday through Thursday to constitute a normal forty (40) hour work week provided that it does not conflict with local, state, or federal laws.
- E. When the four (4) ten (10) hour work week is in effect, the standard work day shall be an established consecutive ten (10) hour period between the hours of 5:00 A.M. and 6:00 P.M. exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work Monday through Thursday inclusive. In the event the job is down because of inclement weather or conditions beyond the Employer's control, then at the option of the Employer, Friday may be worked as a make-up day or Saturday may be worked as a make-up day in the event Friday cannot be worked because of the same, at straight time not to exceed ten (10) hours or forty (40) hours per week. Make-up days will be scheduled for a minimum of eight (8) hours weather permitting.
- F. When a holiday falls within the time frame of a scheduled work week of Paragraph C, D & E, it shall not be construed in the category of lost time, and the Employer may not utilize a make-up day in place of the holiday.
- G. Lunch period will be scheduled between the hours of 11:00 A.M. and 1:00 P.M.
- H. All worked performed on Sunday shall be paid at the rate of time and one-half (1 ½) except in the case of Iron Worker employees working on a job where any of the crafts of the Employer are receiving double time (2X) for the work performed on Sunday; then, then Iron Workers shall receive the same. All work performed on holidays shall be paid at the rate of double time (2x).

- I. If any employee is referred by the Union Hall on a day in the middle of the week when, through no fault of the Employee, he has no opportunity to make forty (40) hours, and all other Employees are working on an overtime day or hours, the Employee(s) shall also receive the overtime rate.

When an Employee, who has been continuously employed by the contractor, misses time during the regular work week, the Employee shall not receive the overtime rate on an overtime day, until he has reached forty (40) hours for that particular week.

From time to time, Iron Worker Employees who are signatory to this Agreement may be working for Employers who are signatory to multi-craft agreements. If an Employer who is working multi crafts is paying more favorable overtime conditions to another craft working for the Employer, then the Iron Worker Employees will receive the same overtime rate as the craft with more favorable overtime conditions is receiving.

It should be expressly understood that at all times Sundays and Holidays will be considered overtime days per the provisions with reference to overtime in the current Collective Bargaining Agreement between the Mid-South Steel Erectors Association, Inc., and the Iron Workers District Council of the Mid-South.

- J. HOLIDAYS: New Years Day, Good Friday, Fourth of July, Labor Day, Thanksgiving, and Christmas Day. When a holiday falls on Saturday, Friday will be observed; when a holiday falls on Sunday, the following Monday will be observed. There shall be no work done on Labor Day except to save life or property. Local #58 will observe Mardis Gras as a holiday.

When the majority of crafts on a particular project observe an additional holiday other than those stated herein, then the Iron Workers shall observe said holiday.

#### 10. MULTIPLE SHIFTS:

The following provisions shall govern multiple shifts:

- A. The first shift receives eight (8) hours' pay for eight (8) hours' work.
- B. The second shift shall receive eight (8) hours pay for seven and one-half (7 ½) hours work.
- C. The third shift shall receive eight (8) hours' pay for seven (7) hours' work.
- D. Multiple shifts cannot be used to circumvent overtime payments on jobs of short duration.
- E. Notwithstanding any other provision of this Agreement, and particularly Article 9, Section B., where two (2) twelve (12) hours shifts are worked to accommodate an owner's schedule, the work shall be performed at straight time. It is expressly understood that where two (2) twelve (12) hour shifts are employed, overtime will be paid after twelve (12) hours per day or forty (40) hours per week. It is expressly

understood that the company must inform the Union in advance that they intend to use this provision on that project.

- F. Shift work will not be undertaken for a period of four (4) days or less without prior approval of the Union.

## 11. MANAGEMENT RIGHTS

The operation of the company and the full direction of the work force are the functions of the management of the company, and the only restriction of any kind whatsoever upon the prerogatives and decisions of the management are those which are specifically set forth in the Agreement. All rights, prerogatives, and authority not ceded, restricted, or modified by the specific terms of this Agreement are specifically and exclusively reserved and vested in the management of the company.

## 12. SUBCONTRACTORS

- A. The Employer agrees that when on site construction work coming under the territorial and craft jurisdiction of the Union, as covered by this Agreement, is subcontracted, the work will be let to subcontractors who will have a signed agreement with the Union.
- B. Upon request of a subcontractor, the Union may enter into a "Project Agreement" with the subcontractor, making available to him the same terms and conditions available in this Agreement. The "Project Agreement" shall not be binding on the subcontractor except on the work of the subcontract referred herein.

## 13. ACCESS TO JOB

Business representative shall have access to the job for the purpose of transacting business in connection with the job, but they will not interrupt employees during working hours. Established customer or client procedures shall be followed for access to the job.

## 14. FOREMAN

- A. When two (2) employees are employed, one (1) shall be selected by the Employer to act as foreman and receive a foreman's wage which will be one dollar and twenty-five cents (\$1.25) per hour above the journeyman iron worker rate.
- B. General foreman shall receive two dollars (\$2.00) per hour above the journeyman iron Worker rate.
- C. When additional iron workers are employed, the appointment and selection of foreman and/or general foreman and the ratio of foreman to the number of journeymen on the job are strictly the prerogative and responsibility of the Employer.
- D. When employed, foremen shall be selected from workmen of the trade they supervise.



- E. If it should become necessary that the Union and Employer enter a "Special Project Agreement", the foreman and general foreman's rate of pay shall remain the same as in Paragraph A & B.
- F. The Employer at his option, may employ Iron Workers to act as Field Superintendents. Iron Worker Field Superintendents would be covered under this Collective Bargaining Agreement.

## 15. SANITATION AND SAFETY

- A. Sanitary drinking water and toilet facilities must be available to all employees. The Employer will furnish individual drinking cups. The Employer shall furnish suitable drinking water at all times, and each job of sufficient size and length to justify same shall be provided with a shed or room for workers to change their clothes and keep their tools.
- B. Radios, tape recorders, games, and other items which could cause distractions will not be permitted on the job.

## 16. WORK RULES

Notwithstanding any other provisions to the contrary, work rules below are incorporated as a part of this Agreement:

- A. The selection of craft foreman shall be entirely the responsibility of the Employer. Foremen shall take orders from individuals designated by the Employer.
- B. There shall be no limit on production by workmen nor restriction on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations, and the Employer shall have the right to determine the size of the crew.
- C. Security procedures for control of Employer owned tools, equipment, and materials are solely the responsibility of the Employer.
- D. Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. Employees will work up to the lunch period and will begin work immediately after the lunch period.
- E. Industry practices not a part of the terms and conditions of collective bargaining agreements will not be recognized.
- F. Slowdowns, standby crews, and featherbedding practices will not be tolerated.
- G. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.

- H. A secure and safe place shall be furnished by the Employer to leave or store personal tools while not in use. Any stolen or broken tools, through no fault or negligence of the employee, will be replaced by the Employer.

## 17. SPECIAL CONDITIONS

### A. RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all Iron Worker employees of the Employer over whom the Union has occupational and geographical jurisdiction.

### B. REFERRAL

1. The Employer will be allowed to bring/ship up to forty (40%) percent of their regular employees (all classifications) into the jurisdiction of any Local Union covered by this Agreement.
2. When in need of additional employees, the Employer will give the Local Union in which the work is being performed the first opportunity to furnish all classifications of employees provided for in this Agreement. The Employer may call for employees by classifications. If the Union cannot supply the needed employees in the classifications requested by the Employer within twenty-four (24) hours, the Employer may obtain the employees and classifications from any other source for that particular job requirement.
3. The Employer shall have the right to call by name any job applicant who has worked for the Employer in a particular Local Union's geographical area within the preceding six (6) months for work to be performed in the same Local Union's geographical area.
4. Any individual Employer who may hire an employee or employees other than those referred by the Union, shall notify the Local Union promptly of the names, date of hire, location of job, and rates of pay for each such hire.
5. Selection of applicants for referral to or for employment on jobs shall be on a non-discriminatory basis. The individual Employer retains the right to reject any job applicant referred by the Union, and to be the sole judge of qualifications.

## 18. APPRENTICESHIP TRAINING

- A. The parties signatory hereto agree to maintain Joint Apprenticeship and Joint Training Committees in accordance with the provisions of the "Iron Workers Apprenticeship and Training Standards", as contained in Section 1., Article XIII of the constitution of the Iron Workers International Union Association. Each of the said Committees shall formulate and operate an apprenticeship and training program in each local area in

conformity with said standards. This committee will be responsible for forwarding a five (.05) cents per man hour of appropriate Apprentice Contribution to the National Iron Workers and Employers Apprenticeship Training and Journeyman Upgrading Fund.

- B. Both parties agree to conform to their respective obligations under the Joint Apprenticeship and Training Committees. On commercial construction and rod work an Employer may employ one (1) apprentice/trainee for every journeyman employed in any Local Union's jurisdiction. On industrial construction an Employer may employ one (1) apprentice/training for every two (2) journeyman employed in any Local Union's jurisdiction.
- C. The apprentice to journeyman ratio and/or wage scale or percentages may be different from the ratio and/or wage scale or percentages specified herein to the extent provided, permitted, or required by an applicable International or Project Agreement. The ratios and/or wage scale or percentages provided in such agreement shall be applicable in accordance with such agreement when certified by either the International Union or the applicable Local Union.
- D. If the Employer requires or needs an apprentice/trainee, he will call for an apprentice/trainee in the category or classification needed to obtain the crew mix or unit cost desired by the Employer.

#### 19. TERRITORY COVERED BY AGREEMENT

The terms of this Agreement shall cover all work within the geographical jurisdiction of each signatory Local Union.

#### 20. MAINTENANCE OF STANDARDS

It is hereby agreed by and between the parties hereto, that upon request of a signatory Employer prior to any bid letting, the parties will negotiate wage rates for those projects on which a pre-determined wage is quoted which is less than the wage scale herein or competitive conditions with employers not parties to the Agreement. Said wage rates shall be made available to all employers on said project who are parties to this Agreement for that particular project only. It is further agreed that other concessions may be granted to the signatory employers for a particular segment of the industry by mutual consent.

#### 21. UNION SECURITY

- A. If and when laws are revised to permit contractual Union Security, the following clause shall be effective:

“As a condition of employment, all employees now members of the Union shall remain members in good standing and all other employees and all new employees covered by this agreement shall, within fifteen (15) days after the execution of this Agreement or their hiring date, whichever is later, become and remain members in good standing of the Union> “Good Standing” for purposes of this Agreement means that the employee has timely paid or tendered the initiation fee and dues uniformly required by the Union”.

- B. If and when the laws of the States governed by this Agreement are revised to permit collectively bargained Workman's Compensation Insurance, the Employers and the Union agree to meet as soon as possible to take advantage of programs that may be available to protect the workers and allow Employer's to be more competitive.

## 22. QUALIFYING INTENT

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or state agency having jurisdiction of the subject matter of the Agreement. The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect.

## 23. WAGES, FRINGES, AND AUTHORIZED CONTRIBUTIONS

- A. The wage rates and fringes shown on Appendix "A", dated June 18, 2001, which is attached hereto and made a part hereof will be implemented on all contracts bid on or after June 18, 2001. Any contract bid prior to this date will reflect wages and fringes under the June 1, 2000. All jobs bid on or after June 1, 2002, will increase by amount shown in Appendix "A". All jobs in progress on June 1, 2002 will increase to the new rate shown in Appendix "A", dated June 1, 2002, starting with the first payroll period in September, 2002 for all contractors.

Employers who request welders who have current certification papers will compensate them an additional twenty-five (.25) cents per hour for the duration of the project.

### B. Apprentice Wages:

- \* 1<sup>st</sup> period – 60%
- \*\* 2<sup>nd</sup> period – 70%
- \*\* 3<sup>rd</sup> period – 75%
- \*\*\* 4<sup>th</sup> period – 80%
- \*\*\* 5<sup>th</sup> period – 85%
- \*\*\* 6<sup>th</sup> period – 90%

\*----No Health and Welfare Fund or Pension Fund Contributions shall be paid for these employees.

\*\*----Health and Welfare Fund Contributions shall be paid for these employees

\*\*\*----Health and Welfare and Pension Fund Contributions shall be paid for these employees.

Direct contributions will be paid on all employees starting in the Fifth (5<sup>th</sup>) Period.

- C. The Union has the option to divert any portion of wages into an existing fringe benefit contribution or any portion on an existing fringe benefit contribution into wages. The Union will give the Employer thirty (30) days written notice of any change. This clause must have mutual written consent before any changes will be in effect.

D. Working Dues/Iron Workers Political Action League (IPAL) Checkoffs:

In those Local Unions which have adopted working dues/Iron Worker Political Action League (IPAL) Checkoffs, the Employers are authorized to deduct from gross wages of employees who have given authorizations in writing to do so and remit said deductions to the Local Unions. It will be the responsibility of the Local Unions to make the Employer aware of the amount of the deductions.

E. Institute of the Ironworking Industry (I.I.I.)

Each Employer who is signatory to this Agreement shall contribute one (.01) cent per hour to the Institute of the Ironworking Industry (I.I.I.). This one (.01) per hour will be remitted at the same time and reported on the same form as all other contributions.

24. DELCARATIONS OF TRUST

A. Apprenticeship

1. Local Agreement

The Employers agree to be bound by the agreements and declarations of trust establishing the Education Trust Fund of Iron Worker Local's #58, 469, 591, 623, & 710.

2. National Agreement

The parties signatory hereto agree to become party to and be bound by all the terms and provisions of The Agreement and Declarations of Trust governing the National Iron Workers and Employers Apprenticeship Training and Journeyman Upgrading Fund dated February 7, 1984, and all amendments thereto.

B. Welfare

The Employer agrees to be bound by the agreements and declarations of trust establishing the Iron Workers Mid-South Welfare Fund and by any amendments to said trust agreement.

C. Pension

The Employer agrees to be bound by the agreements and declarations of trust establishing the Iron Workers Mid-South Pension Fund and by any amendments to said trust agreement.

D. Iron Workers Mid-South Direct Contribution Fund

The Employer agrees to be bound by the agreements and declarations of trust establishing the Iron Workers Mid-South Direct Contribution Fund and by any amendments to said trust agreement.

E. Contribution Rules:

1. Contributions to the several Health and Welfare, Pension and Apprenticeship Training Funds, where applicable, required will be paid as required in this Agreement, and the Employer signatory to this Agreement irrevocably designate as their representatives, such trustees as are named in the respective Agreements and Declarations of Trust as Employer Trustees, together with their successors selected in the manner provided by such Agreements and Declarations of Trust, as those documents may be amended from time to time.
2. Failure of the Employer to promptly and properly pay and account for the amounts due as provided in this article, according to the trust instruments and/or any rules and regulations adopted by the trustees of the said Funds or Plans shall be cause for the Union to take immediate economic action against the Employer until and unless the dispute involving such payment is satisfactorily resolved, provided there is at least fifteen (15) days written notice and no sooner than thirty (30) days after due date. On recommendation of the trustees of any of the Funds enumerated above, the Employer will be required to furnish to the Funds a payment bond for the contributions listed above.
3. Any Employer entering the area covered by this Agreement for the first time may be required to furnish to the Fund a surety bond up to \$2,000.00 to cover the payment of fringe benefits for the period of one (1) year. If such Employer makes timely payment of fringe benefits, the requirement for bond shall terminate at the end of one (1) year. If payments have not been made as required, bond shall remain in effect. Further, any Employer not having a record of timely payment of fringe benefits, may be required to furnish aforementioned bond. The requirement shall continue until the Employer establishes a timely payment record of one (1) year. The surety company underwriting the bond required by this article must be authorized to do business in the state where the work is being performed.
4. Payment of all contributions referred to in this article are to be deductible by the Employer in calculating federal and state income taxes or payroll taxes and are not to be considered wage for the purposes of determining federal social security taxes. Said contributions are not taxable to employees in determining their income or social security tax payments. Said contributions are not to be construed as a portion of the payroll in calculating insurance premium to be paid by employers.
  - a. All contributions shall be paid on hours worked at the straight time rate.
5. It is the intent of the parties that at all times the Pension Fund described in Section 24-C above shall meet the following conditions:
  - a. The current market value of the Fund's assets shall be equal to or in excess of the actuarial value of the Fund's vested benefits, as determined by the Fund's actuary; and

- b. The Fund shall meet its annual minimum funding standard requirement each and every year; and
- c. The Fund shall continue to fund and amortize its unfounded actuarial liability in the manner and at the rate in existence at the time of the execution of this Agreement or as provided by the law.

To aid in achieving these goals, the parties agree jointly to request and, where possible, to cause their respective Trustees to vote in favor of Amendments to the Trust Agreement which will, using the Fund's standard interest rate assumption for funding purposes, prohibit benefit increases which would cause or add to any existing unfunded vested liability.

Additionally, if at any time any of the conditions described in (a), (b), and (c) above should fail to be met, the parties shall meet within one (1) month to consider and negotiate in good faith with respect to such actions as may reasonably be taken, including shifting of funds from wages to Pension Contribution, to eliminate or mitigate the problem. If the Fund becomes over-funded by more than fifteen (15%) percent, the Trustees shall negotiate in good faith over increases in benefits.

It is understood that the Union signatory to this Agreement cannot and does not purport to bind any other union that is not signatory to this Agreement but which participates in or may in the future participate in the same Pension Fund referred to herein.

It is similarly understood that neither party to this Agreement can nor does purport to bind any Trustees of said Pension Fund other than those Trustee Representatives of the parties signatory hereto.

## 25. DURATION OF AGREEMENT

This Agreement shall become effective on June 18, 2001 and shall remain in full force and effect through May 31, 2003 and from year to year thereafter unless either party, at least one hundred and twenty (120) days prior to May 31, 2003 or any subsequent anniversary, notifies the other party by registered or certified mail of its desire to modify or terminate this Agreement.

Signed at Kenner, Louisiana, the 14<sup>th</sup> day of June 2001.

IRON WORKERS DISTRICT COUNCIL OF THE  
MID-SOUTH, FOR AND ON BEHALF OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, AND ORNAMENTAL IRON WORKERS  
LOCAL UNIONS #58, 469, 591, 623, & 710

By: Albert "Buddy" Mincey  
Albert "Buddy" Mincey, President  
Iron Workers District Council of the Mid-South

MID-SOUTH ERECTORS ASSOCIATION, INC.

LAFAYETTE STEEL ERECTORS, INC.

METROPOLITAN ERECTION CO.

By: J. B. Prudhomme, II  
J. B. Prudhomme, II

By: Thomas Key, Jr.  
~~Frank Kanier~~ Thomas Key, Jr.

SUN ERECTION CO.

COASTAL ERECTION

By: X.J. Grilletta  
X.J. Grilletta

By: Titus Deshotel  
Titus Deshotel

COWBOY STEEL

WOLFE STEEL

By: Jack Bass  
Jack Bass

By: Chuck Cline  
Chuck Cline

BROWN MANUFACTURING

By: \_\_\_\_\_

ACCEPTED: Date: \_\_\_\_\_

Corporation: \_\_\_\_\_

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

Authorized signature and title: \_\_\_\_\_



APPENDIX "A"

June 18, 2001

IRON WORKERS LOCAL	BASE WAGE RATE	HEALTH & WELFARE	APPRENTICE- SHIP	DIRECT PENSION	CONTRIBUTION	WORKING DUES	IPAL(Out (of Net Pay)	VACA TION	LI.I.
#58 New Orleans, LA.	\$17.30	\$2.00	\$ .24	\$1.65	\$ .81	2% of Base Wage	\$ .04	\$1.00	\$ .01
#469 Jackson, Ms.	\$17.30	\$2.00	\$ .19	\$1.65	\$ .57	4% of Base Wage	\$ .04	-	\$ .01
#591 Shreveport, La.	\$17.30	\$2.00	\$ .20	\$1.65	\$ .55	4% of Base Wage	\$ .04	-	\$ .01
#623 Baton Rouge, La.	\$17.30	\$2.00	\$ .19	\$1.65	\$ .56	2% of Base Wage	\$ .03	-	\$ .01
#710 Monroe, La.	\$17.30	\$2.00	\$ .19	\$1.65	\$ .57	3% of Base Wage	\$ .04	-	\$ .01

\*These wages are in effect through May 31, 2002.

\*There will be an increase of \$.50 per hour effective June 1, 2002.

\*All jobs in progress on June 1, 2002, will increase to the new rate shown in Appendix "A", dated June 1, 2002, starting with the first payroll period in September, 2002, for all contractors.