

# AGREEMENT

between the

INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND  
REINFORCING IRON WORKERS  
LOCAL UNION No. 340

and the

GREAT LAKES  
METAL BUILDING ERECTORS ASSOCIATION

September 1, 2009 – March 31, 2013

PRE-ENGINEERED METAL BUILDINGS

**FINAL 12/8/10**



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## **AGREEMENT**

1. This Agreement is between the Great Lakes Metal Building Erectors Association (“GLMBEA”) and Local No. 340 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO (“Union”). “Employer” means an Employer bound by this Agreement.
2. The GLMBEA is acting only as an agent in the negotiation of this Agreement for those Employers who have authorized it to represent them. The GLMBEA is not bound as principal or liable for a breach of this Agreement by an Employer or by employees of an Employer. The liabilities of this Agreement are several and not joint.

### **ARTICLE I PREAMBLE**

This Agreement is for the purposes of preventing strikes and lockouts, facilitating the peaceful adjustment of grievances and disputes; preventing unnecessary delays and expense in construction; maximizing employment in accordance with the terms set forth herein; and ensuring stability in the industry so that construction costs may be as low as possible consistent with fair wages and working conditions.

### **ARTICLE II RECOGNITION**

This Agreement applies to all facets of work involved in the erection of pre-engineered buildings. All such work will be performed in accordance with the terms of this Agreement.

### **ARTICLE III CRAFT JURISDICTION**

1. The jurisdiction of work covered by this Agreement is canopies and pre-fab buildings and the erection of a pre-engineered building system package, regularly produced by a recognized metal building manufacturer.

Jurisdiction includes the accessories and related components of a pre-engineered building system package and retrofit construction on existing buildings, pre-engineered as well as other construction types, using roofing and siding systems and their related components and accessories.

Jurisdiction includes operation of telescopic boom trucks, lifts, small cranes, compressors and welders.

2. Any Employer performing work under this Agreement agrees to assign all work as mentioned to members of Local No. 340.
3. The Union agrees to furnish competent workmen to perform the work established within its jurisdiction.
4. The jurisdiction of work covered by this Agreement as set forth in this Article is not subject to any trade agreements or bound by decisions rendered by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or any successor agency.

#### **ARTICLE IV UNION SECURITY**

1. All employees who are members of the Union on the effective date of this Agreement will be required to remain members of the Union in good standing as a condition of employment during the term of this Agreement. All employees may be required to become and remain members of the Union in good standing as a condition of employment after the seventh day following the date of their employment, or the effective date of this Agreement, whichever is later.
2. The Employer agrees to deduct Union working dues and assessments from the pay of each employee who executes a proper checkoff authorization card. Union working dues and assessments are such sums as may be established from time to time by the Union in accordance with its Constitution and By-Laws. The Union will indemnify and hold harmless the Employer against any liability that may arise by reason of the Employer complying with this provision.

#### **ARTICLE V TERRITORIAL JURISDICTION**

The territory covered by this Agreement is the following 32 counties West of the dividing line on the map set forth in Article X: Allegan, Antrim, Barry, Benzie, Branch, Calhoun, Charlevoix, Eaton, Emmet, Grand Traverse, Hillsdale, Ionia, Kalamazoo, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph, Van Buren and Wexford.<sup>1</sup>

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<sup>1</sup> Work performed outside Local 340's territorial jurisdiction will be in accordance with the Letter of Understanding Regarding Portability.

**ARTICLE VI  
HOURS OF WORK AND OVERTIME**

1. An Employer may schedule either 5 days at 8 hours per day, Monday through Friday, with Saturday as a make-up day (5-8s) or 4 days at 10 hours per day, Monday through Thursday, with Friday as a make-up day (4-10s). An Employer may change from one weekly schedule to the other, provided he has given the Union 7 days advance notice.
2. Work over 10 hours per day or over 40 hours per week will be paid at time-and-one-half.
3. The Employer and the employees on the job will determine the starting time. Starting time will not be before 6:00 a.m. A 30 minute unpaid lunch period will be scheduled at the midpoint of each shift. Once a starting time is established, it can only be changed by consent of the employees, with notification to the Union.
4. Work performed on Sundays and on holidays will be paid at double time. Holidays are listed in Article XI.
5. When an employee reports to a job site as directed, and is not put to work, he will be paid 2 hours wages at the applicable rate. The Employer may require the employee to stay at the job site for 2 hours. Also, once an employee starts working, he will be paid a minimum of 2 hours or actual time worked, whichever is greater.

**ARTICLE VII  
SHIFT WORK**

1. When shifts are required, the first shift will work 8 hours at straight time rate. The second shift will work 7-1/2 hours for 8 hours pay at the straight time rate plus \$.25 per hour. The third shift will work 7 hours for 8 hours pay at the straight time rate plus \$.50 per hour. A 30 minute unpaid lunch period will be scheduled at the mid-point of each shift.
2. Work before and after the established shift will be paid at the rate of time-and-one-half. All work commencing on Saturday will be paid at the rate of time-and-one-half. All work commencing on Sundays and/or Holidays will be paid at the rate of double time.
3. Any additional men required to work on any shift will receive the same rate of pay as the men already at work on that shift providing they have not worked for the Employer within a 24 hour period.
4. No employee will be required to work more than 8 hours for straight time on any shift for the Employer during a 24 hour period from 8 a.m. to 8 a.m. When employees are required to work more than 16 hours in any one day, including lunch, they will not be required to go on straight time without getting 8 hours off the job. When employees are required to carry on into the next work day while working on another shift, they will be paid premium pay, as defined in this Article.

5. By mutual consent of the Employer and the Union, the starting time and quitting time of any shift may be changed for all or any portion of a particular job.

**ARTICLE VIII  
ALTERNATING FOUR-DAY WORK WEEK**

When required for a job, the Employer may establish an alternating 4 day work week consisting of 2 crews, each working 4 consecutive 10 hour shifts (4-10s) at straight time. Work beyond 10 hours will be at time-and-one-half. Each employee will receive 4 consecutive days off. Work on the 5th and 6th days will be at time-and-one-half. Work on the 7th and 8th days will be at double time. The minimum duration of this schedule will be 12 consecutive days. If there is a second shift, it will have a 50¢ per hour shift premium.

**ARTICLE IX**

**1. WAGES AND REQUIRED CONTRIBUTIONS**

A. Journeyman Rates Effective 9-1-09

	<b>Zone 1</b>
Base Wage *	\$16.00
Dues Deduction	3% of base
Special Assess. Deduction	(.80)
Health & Welfare Fund	3.25
Supplementary Retirement Fund	1.00
Training Fund	.41
Industry Fund	.14
IMPACT	.06
<b>TOTAL</b>	<b>\$20.86</b>

Pre-engineered Journeymen, indentured Pre-engineered Apprentices, Pre-engineered probationary members will have Health & Welfare Contributions contributed to the Iron Workers Fence Erection Health & Welfare Trust Fund. All other Local 340 members will have their contributions deposited in the Iron Workers Local No. 340 Health Care Plan.



B. Apprentice Rates Effective 9-1-09

	Probationary Member months 0-6	Probationary Member months 7-12	1st Level	2nd Level	3rd Level	4th Level	5th Level	6th Level
Base Wage *	\$11.00	\$11.25	\$11.50	\$12.25	\$13.00	\$13.75	\$14.50	\$15.25
Dues Deduction	3% of Base	3% of Base	3% of Base	3% of Base	3% of Base	3% of Base	3% of Base	3% of Base
Special Assessment Deduction	(.80)	(.80)	(.80)	(.80)	(.80)	(.80)	(.80)	(.80)
Health & Welfare Fund **	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25
Supplementary Retirement Fund	.50	.50	.50	.50	.75	.75	.75	.75
Training Fund	.41	.41	.41	.41	.41	.41	.41	.41
Industry Fund	.14	.14	.14	.14	.14	.14	.14	.14
IMPACT	.06	.06	.06	.06	.06	.06	.06	.06
<b>TOTAL</b>	<b>\$15.36</b>	<b>\$15.61</b>	<b>\$15.86</b>	<b>\$16.61</b>	<b>\$17.61</b>	<b>\$18.36</b>	<b>\$19.11</b>	<b>\$19.86</b>

**2. WAGES AND FRINGES FOR PRE-ENGINEERED WORK ON HEAVY INDUSTRIAL JOBS**

On projects where it is required that the Employer be signatory to either a General Presidents Agreement, a National Maintenance Agreement, an NEA Agreement, an NCEFR Agreement or similar agreement with the International or a local Project Agreement, the wages shall be as indicated below, except that on such projects, the decking and siding rates in the current Local No. 340 Structural Agreement will apply where applicable. Also, these rates will be adjusted in the future to conform with adjustments in the Local No. 340 Structural Agreement.

**Journeyman and Apprentice Rates on Heavy Industrial jobs effective 9/1/09.**

	Journeyman	Probationary Member months 0-6	Probationary Member months 7-12	1st Level	2nd Level	3rd Level	4th Level	5th Level	6th Level
Base Wage*	\$33.64	\$16.92	\$18.59	\$20.26	\$21.94	\$23.61	\$25.28	\$26.95	\$28.62
Dues Deduction	4% of Base	4% of Base	4% of Base	4% of Base	4% of Base	4% of Base	4% of Base	4% of Base	4% of Base
Special Assessment Deduction	(.80)	(.80)	(.80)	(.80)	(.80)	(.80)	(.80)	(.80)	(.80)
Building Fund Deduction	(.03)	(.03)	(.03)	(.03)	(.03)	(.03)	(.03)	(.03)	(.03)
Health & Welfare Fund**	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25
Supplementary Retirement Fund	1.00	.50	.50	.50	.50	.75	.75	.75	.75
Training	.41	.41	.41	.41	.41	.41	.41	.41	.41
Industry Fund	.14	.14	.14	.14	.14	.14	.14	.14	.14
IMPACT	.06	.06	.06	.06	.06	.06	.06	.06	.06
<b>TOTAL</b>	<b>\$38.50</b>	<b>\$21.28</b>	<b>\$22.95</b>	<b>\$24.62</b>	<b>\$26.30</b>	<b>\$28.22</b>	<b>\$29.89</b>	<b>\$31.56</b>	<b>\$33.23</b>

\* Taxable

\*\* The Health & Welfare contribution for a probationary member will be paid after 30 days accumulated employment.

**3. ADJUSTMENTS IN WAGES AND FRINGES**

**RATE INCREASES**

April 1, 2010 - \$ .25

April 1, 2011 - \$ .30

April 1, 2012 - \$ .30

**4. FOREMAN AND GENERAL FOREMAN**

- (a) The foreman will be selected by and be the representative of the Employer. He will be a working foreman and will be paid at least \$1.00 per hour more than the journeyman base wage.



**ARTICLE XI  
HOLIDAYS**

1. The recognized holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
2. No work will be performed on Labor Day except to save life or property. The day observed as the holiday will be the federal holiday. The day observed as a holiday can be changed by agreement of the Union and the Employer.

**ARTICLE XII  
PAY DAY**

1. The regular pay day will be once a week, and wages will be paid before quitting time. No more than 4 days wages may be held back. With each payment of wages, there will be a statement from the Employer indicating the date, gross earnings, the amount and purpose of each deduction and net earnings. The Employer's name and address will appear on all check stubs or pay slips.
2. If an employee does not receive his wages at quitting time on his regular pay day, he will be paid an additional 2 hours straight time pay. The employee will be paid in full no later than the next business day. The employee will be paid an additional 4 hours straight time for each additional day wages are late.
3. In the event that the bank upon which the Employer draws his payroll check refuses to honor a payroll check, regardless of where the payroll check was originally cashed, the Employer must, within 24 hours, pay the employee the gross amount of the dishonored payroll check plus 20%.
4. In the event a payroll check is not honored at the bank due to insufficient funds, the Employer will thereafter pay by a cashier's check, if requested to do so by the Union. A cashier's check must be accompanied by a statement showing all deductions made and the amounts to be paid to each of the Fringe Benefit Funds.
5. When an employee is laid off or discharged, he will be immediately paid in full on the job; and if the employee is required to go off site to get his pay, he will be paid for the time required to go to such place. The Employer will furnish the employee with a slip stating the reason for termination. When an employee quits of his own accord, he will wait until the regular pay day for his wages.

6. If the Employer does not have its principal place of business in Michigan, the Employer will be required, if requested by the Business Manager or his designee, to maintain an account at a commercial bank in the county of the job site in order to pay all monetary obligations under this Agreement.

### **ARTICLE XIII WORKING CONDITIONS**

1. The Employer will furnish the Union, at its offices, a current Certificate of Insurance indicating the Employer's Workers' Compensation coverage. Such certificate will contain a 10 day cancellation notification clause. The Employer will also furnish the Union, at its offices, the Employer's Michigan Employment Security Commission Identification Number.
2. The Employer will maintain all equipment in a safe working condition. The Employer agrees to make all reasonable provisions for the health and safety of its employees at all times during the hours of employment, and all employees will use safety equipment provided by the Employer.
3. No employee will be obliged by the terms of this Agreement to use any equipment or vehicle not in safe operating condition and not equipped with all safety appliances required by law.
4. No employee will be required to work with, or be discriminated against for refusing to work with, equipment that is unsafe or under conditions that are determined unsafe. The Employer will comply with the Occupational Safety & Health Act, the Michigan Occupational Safety & Health Act and the safety standards of the Construction Safety Standards Commission.
5. There will be no restrictions as to the use of machinery and tools during established working hours.
6. There will be no restrictions as to the use of any raw or manufactured material.
7. No person will have the right to interfere with workers during working hours.
8. No piece work, bonus or contract work will be performed by employees covered by this Agreement, and all work will be paid on an hourly basis.
9. The desirability of giving employment to workers 55 years of age or older is recognized by the parties to this Agreement.
10. Wash up time will be allowed where abnormally dirty conditions exist. This condition will not be abused.

11. There will be no limitation on the amount of work to be performed by any employee during working hours.
12. The Authorized Representative of the Union will be permitted on all jobs, but will in no way interfere with the employees during working hours unless permission is granted by the Employer.
13. The employee will be allowed to have nonalcoholic beverages at his work station, once in the first half of his shift and once in the second half. The employees will also be allowed a ten minute break at their work stations at the beginning of overtime. This will not be abused.
14. Crew sizes will be determined by the Employer. It is understood, however, that enough iron workers will be employed on any job at all times to insure that the job operates in a safe and efficient manner.
15. The handling and operations of all acetylene, gas, electric or other types of machinery used for cutting or welding in connection with work covered by this Agreement will be performed by employees covered by this Agreement.
16. When on-the-job welding tests are required on a project, the tests will be given on paid time. Otherwise, an Employer may pay a \$100 incentive to an employee who voluntarily obtains welder certification papers on his own time. Also, an Employer may require an employee to participate in journeyman upgrade training on his own time.
17. The Employer will furnish an employee who passes an on-the-job welding test with welder certification papers if he remains on the job to its completion or for 30 days, whichever occurs first. Welder certification papers must be furnished to the employee before he leaves the job.
18. The Employer will be required to furnish all safety devices in regard to burning and welding, and employees will be compelled to use them. The Employer will provide sufficient men to erect safe and sufficient scaffolds.
19. No welder will be required to work alone where a hazardous condition exists.
20. There will be no restriction on the employment of foremen. The Employer may employ on one piece of work as many foremen as in his judgment are necessary for the safe, expeditious and economical handling of same.
21. The Union is not responsible for safety. The Union's efforts to ensure safe working conditions are pursuant to Michigan Compiled Laws Annotated 418.827(8).

22. It is the responsibility of the Employer to report the start of all his/her jobs to the Representative of Local No. 340, telephone number (269) 962-8511.
23. For each job, the Employer will fill out the Standard Job Form and fax it to the Union no later than the first day the Employer has employees on the job site. A sample Standard Job Form with fax and email instructions is attached to this Agreement.
24. The Union and the GLMBEA agree that, if a drug testing and safety program is established, it may be funded by a supplemental contribution to the GLMBEA Construction Industry Advancement Fund.
25. At the request of Local No. 340, the Employer will provide a letter of assignment. The letter of assignment will be made available online.

#### **ARTICLE XIV FRINGE BENEFIT SECURITY**

1. Prior to commencement of any work covered by this Agreement, the Employer will post a surety bond in the amount of \$25,000 or will make a \$5000 cash deposit with the Fund Administrator to guarantee contributions to be made to the Health & Welfare Fund, the Supplementary Retirement Fund, the Apprenticeship Fund, the IMPACT Fund and the Industry Advancement Fund (Fringe Funds).
2. With the permission of the Union, in lieu of a surety bond or a cash deposit, an Employer may make a cash deposit in the amount of 2 weeks estimated Fringe Fund contributions and may submit its Fringe Fund contributions on a weekly basis.
3. An Employer who posts a surety bond or makes a cash deposit under this Article, and who completes 12 consecutive months without a delinquency to the Fringe Funds, will not be required to maintain a surety bond or a cash deposit.
4. Notwithstanding any other provisions of this Article, the Trustees of either the Health & Welfare Fund or the Supplementary Retirement Fund retain the right to require any Employer performing work under this Agreement to post a \$25,000 surety bond or a \$5000 cash deposit whenever the Trustees determine that such security is necessary and appropriate to guarantee required contributions to the Fringe Funds.
5. If an Employer who has posted a surety bond or a cash deposit is delinquent in Fringe Fund contributions, the Fund Administrator shall collect on the bond or cash deposit to satisfy the delinquency together with appropriate liquidated damages and all costs of collection.

**ARTICLE XV  
FRINGE BENEFIT FUNDS**

1. For all work performed, the Employer agrees to make contributions to the Fringe Funds hereinafter described in the amounts and under the conditions set forth herein.

**A. IRON WORKERS HEALTH & WELFARE TRUST FUND.** For each employee covered by this Agreement, the Employer will contribute to the Iron Workers Fence Erection Health & Welfare Fund or the Iron Workers Local No. 340 Health Care Plan the amount set forth in Article IX. Title to all contributions paid into and/or due and owing the Fund will be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

**B. SUPPLEMENTARY RETIREMENT FUND.** For each employee covered by this Agreement, the Employer will contribute to the Iron Workers Supplementary Retirement Fund the amount set forth in Article IX. Title to all contributions paid into and/or due and owing the Fund will be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

The parties agree that sufficient contributions will be made available to the Supplementary Retirement Fund to support any rehabilitation/funding improvement schedule adopted by the Board of Trustees pursuant to the Pension Protection Act (PPA).

The money required for such rehabilitation/funding improvement schedule will come from the package.

The Iron Workers Local No. 340 will not be responsible to allocate or to pay any surcharge required of the Employer subject to the Pension Protection Act.

**C. IRON WORKERS APPRENTICESHIP FUND OF WESTERN MICHIGAN.** For each employee covered by this Agreement, the Employer will contribute to the Iron Workers Apprenticeship Fund of Western Michigan the amount set forth in Article IX. Title to all contributions paid into and/or due and owing the Fund will be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

**D. IMPACT FUND.** For each employee covered by this Agreement, the Employer will contribute the amount set forth in Article IX for each hour worked to the Iron Workers Management Progressive Action Cooperative Trust (IMPACT), a jointly trustee cooperative trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt



organization under Section 501(c)(5) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the Iron Workers Industry through education, training, communication, cooperation and governmental lobbying and legislative initiatives. The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust Agreement, policies and resolutions.

- E.** If, in doing work outside the geographical jurisdiction of the Union, an Employer is required to contribute to other health, pension or apprenticeship fund(s) on behalf of employees covered by this Agreement, such Employer shall not be required to make duplicate contributions for the same manhours of work to the similar Fund(s) described herein.
  - F.** By execution of this Agreement, an employer, whether or not a member of the GLMBEA, authorizes the GLMBEA to enter into appropriate Trust agreements necessary for the administration of the foregoing Fringe Funds where required; and the Employer waives all notice hereof and ratifies all actions already taken or to be taken by the Trustees of such Funds within the scope of their authority.
  - G.** The Employer agrees to adopt, abide by, and be bound by all of the Fringe Fund provisions of this Agreement between Local No. 340 and the GLMBEA, and any modifications, extensions or renewals thereof.
  - H.** The Employer agrees to adopt and be bound by all the terms and provisions of:
    - (1) The Agreement and Declaration of Trust effective January 1, 2007 and all amendments and restatements thereto of the Iron Workers Fence Erection Health & Welfare Fund;
    - (2) The Agreement and Declaration of Trust effective June 1, 1994 and all amendments and restatements thereto of the Iron Workers Supplementary Retirement Fund;
    - (3) The Agreement and Declaration of Trust effective September 1, 1968 and all amendments and restatements thereto of the Iron Workers Apprenticeship Fund of Western Michigan;
    - (4) The Agreement and Declaration of Trust effective October 2, 1952 and all amendments and restatements thereto of the Iron Workers Local No. 340 Health Care Plan.
2. The Employer agrees to pay liquidated damages and all costs of collection resulting from late payment of contributions to the Fringe Funds. Liquidated damages and all costs of collection will be paid whether or not litigation is commenced. Liquidated damages are set forth below. The costs of collection include, but are not limited to,

attorney fees, administrative expenses, accounting and audit expenses and expenses incurred to collect on a surety bond or cash deposit. The Employer further agrees to abide by the rules and regulations promulgated by the Trustees of the Fringe Funds. If the Employer fails to make Fringe Fund contributions in accordance with this Agreement, the Union may take economic action against the Employer.

3. Deposits must be made on or before the twentieth (20th) day of the month following the month in which the work was performed with penalties for late payment due at the end of the month. Reporting forms are required whether or not contributions are due.

4. Delinquent contributions shall be subject to liquidated damages in the amounts set forth below.

Contributions which are late 10 to 45 days -- 2% of the delinquent contributions.

Contributions which are late more than 45 days -- 9% per annum for the period of time the contributions remain unpaid.

5. Liquidated damages and costs of collection recovered pursuant to the above provisions will be distributed to the Funds on a proportionate basis.

6. With regard to the Fringe Funds, the Employer shall promptly furnish to the Union or its representatives or to the Trustees or their agents, on request, any and all records of its employees concerning classification of such employees, their names, Social Security numbers, amount of wages paid and hours worked and any other payroll records and information that the Union or the Trustees may require in connection with the administration of the Trust Funds. The Union or its representatives or the Trustees or their agents may examine the payroll books and records of the Employer whenever such examination is deemed necessary or advisable by the Union or the Trustees in connection with the proper administration of the Fringe Funds and this Agreement. In the event the Employer does not comply with this provision within seventy-two (72) hours after having been notified by certified mail of the Union's or Trustees' desire to audit the Employer's books, the Union shall have the right to take economic action against the employer. The Employer will be liable for any costs and attorney fees incurred by the Union to enforce this provision.

**ARTICLE XVI  
INDUSTRY ADVANCEMENT FUND**

1. The Employer agrees to pay into the GLMBEA Construction Industry Advancement Fund for each hour worked by all employees covered by this Agreement the amount specified in Article IX of this Agreement. Payment will be made with such instructions and on such forms as are furnished by the Fund. Delinquent contributions will be subject to such penalties or assessments as the Fund may prescribe from time to time.

It is agreed by the Employer that the Construction Industry Advancement Fund will not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels, or subsidize any Contractor or Contractor Association in connection with any work stoppage or strike, nor will it be used to support any anti-Union activity. The Fund will comply with all present and future federal laws governing the same.

The Union will have no participation or control of any kind or degree whatever, nor will the Union be connected in any way with the Construction Industry Advancement Fund.

2. The Employer will indemnify and hold harmless Local No. 340 against any and all liabilities that may arise by reason of the Union complying with the terms of this Article.

**ARTICLE XVII  
APPRENTICES**

1. The parties signatory to this Agreement agree to abide by the Apprenticeship Standards of the Local No. 340 Joint Apprenticeship Committee (JAC) as approved by the U.S. Department of Labor Bureau of Apprenticeship and Training (B.A.T.) until such time as Local No. 340 Apprenticeship Standards have been approved by the B.A.T. All rules and actions taken by the JAC should be abided by.
2. At least 1 member of the JAC will be appointed by the GLMBEA.
3. The contribution for each employee into the Iron Workers' of Michigan Apprenticeship Fund is set forth in Article IX. The Administrator will provide a reporting form which includes all Fringe Benefit contributions and the Apprenticeship Fund.
4. Apprentices will be required to attend classes as established by the JAC.

5. Apprentice wages and fringes are set forth in Article IX.
6. Monies collected by the Administrator for the Apprenticeship Fund will be deposited in accordance with direction of Trustees of the Apprenticeship Fund.
7. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of highly skilled metal building iron workers in the construction industry, the Employer may employ registered pre-engineered apprentices as part of the work force on all jobs covered under this Agreement.
8. Apprentices will conform with the standards established by the Local No. 340 JAC until such time as the U.S. Department of Labor Bureau of Apprenticeship Training has approved standards for the Local No. 340 pre-engineered apprenticeship program. Apprentices will be paid overtime according to the terms of this Agreement. Increases will go into effect when the apprentice satisfies the requirements established by the JAC.
9. The Health & Welfare fringe benefit contribution will be paid on probationary members following 30 days of accumulated employment by any combination of signatory contractors. Advancements and increases will go in effect upon the apprentice satisfying all the requirements as established by the JAC.
10. The Employer has the right to employ 33-1/3% of its work force with pre-engineered apprentices. In the event the Employer is unable to secure, both on his own and through the Union, sufficient pre-engineered metal building apprentices, probationary members may be used to achieve the 33-1/3% ratio.
11. Under no circumstances may a signatory Employer exceed 33-1/3% of his work force with other than journeymen employees except as stated in Addendum No. 1.
12. As a condition of employment, prior to a probationary member being placed on a job site, he/she has to sign a form agreeing to apply for admission to the pre-engineered apprenticeship program upon the next available opening and to abide by the standards of the JAC.
13. A pre-engineered apprentice and probationary member are incorporated in the standards of the JAC as follows:
  - (a) A pre-engineered apprentice is an employee who has been indentured into the program.
  - (b) A probationary member is one who has to be sponsored by a signatory contractor to enter into the program.

**ARTICLE XVIII  
PIECEWORK**

Employees will not contract, subcontract, work piecework or work for less than the scale of wages established by this Agreement. The Employers agree not to offer and/or to pay, and the employees will not accept a bonus based on specific performance on any individual job.

**ARTICLE XIX  
NON-DISCRIMINATION**

The parties to this Agreement agree that they will in no way discriminate against any person because of race, creed, color, sex, age, national origin or religion, and that equal employment opportunities will be provided to all workers based on qualifications alone and in accordance with the President's Executive Orders and Amendments thereto, as well as the provisions contained in Title VII of the Civil Rights Act of 1964 and Federal Regulations 29 CFR, Part 30.

**ARTICLE XX  
SAFETY PROVISIONS**

It is the responsibility of the Employer to comply with all State Safety Laws and rules and regulations of the Michigan Department of Labor & Economic Growth relating to safety.

**ARTICLE XXI  
TOOLS**

1. Employees will furnish for their own use all necessary hand tools to enable them to effectively install the work. Tools broken on the job will be replaced by the Employer. Power tools will not be construed as hand tools.
2. The Employer will not rent or use the equipment owned by an employee or any member of the employee's immediate family, other than necessary hand tools. All mobile, equipment tool boxes and cranes furnished by the Employer will carry the Employer's name in letters at least 2 inches high and clearly legible to the public.
3. The Employer will reimburse employees for loss of clothing and hand tools when stored at a place designated by the Employer. The Employer will provide a safe place to lock up such tools and will insure the tools against loss by theft or accident. The Employer's liability is capped at \$300. Proof of loss must include a police or accident report by the employee and satisfactory evidence of tools lost or damaged.

**ARTICLE XXII  
DRINKING WATER, CLOTHES ROOM**

The Employer will furnish suitable drinking water at all times on each job of sufficient size and length to justify same will be provided with a room or trailer for the employees to change their clothes and keep their tools. Maintenance of drinking water and the room or trailer will be performed by Iron Workers or Iron Worker Apprentices, if needed.

**ARTICLE XXIII  
JOB STEWARD**

1. There will be a working steward on every job where 2 or more metal building erectors are employed. The Local No. 340 Business Agent will appoint a steward from members employed on the job, providing one is a member in good standing of the Union, unless the Business Manager invokes Section 2 of this Article.
2. Ordinarily, the working steward will be appointed from the members on the job. But the Business Manager has the right to appoint a working steward from the hall, if he determines that it is necessary to represent the employees and administer the Agreement. This right will not be abused. Also, both the Employer and the GLMBEA will be notified if the Business Manager appoints a working steward under Section 2 of this Article.
3. The steward will keep a record of workers laid off and discharged and take up all grievances on the job and try to have same adjusted, and in the event the steward cannot adjust them, the steward must promptly report the fact to the business agent who will report 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 will see that provisions of this Agreement are complied with and report to the Union the true conditions and facts. The steward will 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 offices of the Union. The steward will not have authority to cause a work stoppage on any job of a signatory Employer.
4. The job steward will not be discharged without just cause and immediate notification to the Business Manager. When employees are laid off, the job steward will be the last man laid off, providing he is capable of performing the work in question.

**ARTICLE XXIV  
JURISDICTION AND SUBCONTRACTING**

1. The Employer agrees that all work covered by this Agreement and all work listed in the Charter Grant of the International will be performed by employees represented by the Union.

2. The Employer agrees that he will not contract, sublet or subcontract any work covered by this Agreement to be done at the site of construction, alteration or repair of a building, structure or other work (including miscellaneous minor painting) to any person, firm, entity, partnership, corporation, etc. unless such person, firm, entity, partnership, corporation, etc. is party to a collective bargaining agreement with Local No. 340.

## **ARTICLE XXV JOINT GRIEVANCE BOARD**

1. A Joint Grievance Board will be established consisting of 2 individuals appointed by the GLMBEA and 2 individuals appointed by the Union. When necessary, the GLMBEA and the Union will appoint alternate(s) to serve in the place of a regular member(s) of the Joint Board. By agreement between the GLMBEA and the Union, the Joint Board may be convened with less than 4 members in attendance. If the GLMBEA or the Union has a numerical advantage on a Board, the voting strength of each will remain equal.
2. The GLMBEA Representative will serve as Secretary of the Joint Board.
3. A grievance which has not been resolved by the parties may be submitted to the Joint Board by the Union, the GLMBEA or an Employer. In order to be heard by the Joint Board, a grievance must be put in writing and furnished to the opposing party and the Secretary of the Joint Board. The Joint Board will meet within 45 days after written notice from the Secretary to hear and decide all grievances regarding the application and interpretation of this Agreement. Within 14 days after the grievance has been heard by the Joint Board, the Secretary will issue either: (a) the decision by majority vote of the Board; or (b) notice of deadlock by the Board. A decision by majority vote of the Joint Board will be a final and binding decision.
4. Any grievance that has not been decided by a majority vote of the Joint Board may be submitted to arbitration before an impartial arbitrator upon the written request of either party to the grievance. If the parties to the grievance do not mutually agree upon an arbitrator within 5 days after a request to arbitrate, either party may request a panel of 7 arbitrators from the Federal Mediation & Conciliation Service. The parties will flip a coin to determine the order of striking. The last remaining name will be the impartial arbitrator. The decision of the arbitrator will be final and binding on the parties. The compensation and expenses of the arbitrator will be split by the parties to the grievance.
5. The above provision for arbitration does not qualify or subject to change any term or condition of employment specifically covered by this Agreement or apply to any dispute as to the terms of a proposed new Agreement between the parties.

6. Wage and overtime claims will be considered only for the 30 day period prior to the filing of a written grievance by the Union.
7. The time limits in this Article may be extended by mutual agreement of the parties to the grievance.

## **ARTICLE XXVI STRIKES AND LOCKOUTS**

This Agreement was negotiated with the single purpose of providing the customer of construction services with an economical and timely product. In the event other trades establish picket lines to enforce wage rates and/or working conditions in excess of those set forth herein, the employees covered by this Agreement on such projects will man the work coming under the Union's jurisdiction.

It is mutually agreed that there will be no strikes authorized by the Union and no lockouts authorized by the Employer; except for the refusal of either party to submit to arbitration or failure on the part of either party to carry out the decision of either the Joint Grievance Board or the impartial arbitrator; or as provided for in Articles XIV and XV.

## **ARTICLE XXVII SCOPE OF AGREEMENT**

1. This Agreement contains all of the provisions agreed upon by the GLMBEA 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 Joint Grievance Board. Also, any time during the term of this Agreement, the parties may interpret, alter or amend this Agreement by mutual agreement in writing, and no individual employee will have cause to complain thereof, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto will be binding upon all individual employees, whether such action be prospective or retroactive.
2. The GLMBEA and the Union agree that it is in their mutual interest to maintain a sufficient supply of pre-engineered iron workers competent to perform work under this Agreement. The GLMBEA and the Union provide upgrade training to newly organized pre-engineered iron workers as well as apprenticeship training for employees enrolled in the Metal Building Erectors Apprenticeship Program. A sufficient supply of competent pre-engineered iron workers is necessary to maintain and enhance the market share of work performed under this Agreement. Accordingly, the GLMBEA and the Union agree that any employee accepted in Local No. 340 in the pre-engineered member classification (SBE) after April 1, 1996



either through organizational efforts or through the Apprenticeship Program is prohibited from transferring to a different iron worker classification for a period of 10 years following his/her acceptance in Local No. 340 in the pre-engineered iron workers classification. A SBE member will not be permitted to seek or procure work outside of the pre-engineered industry unless no work is available within the industry and prior approval has been granted by a Business Agent.

**ARTICLE XXVIII  
SAVINGS CLAUSE**

1. It is the mutual intent of the parties that this Agreement comply in every respect with all applicable State and Federal laws and regulations.
2. Should any language or provision contained in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, the parties agree to meet to renegotiate the affected language or provision. All remaining language and provisions of this Agreement will remain in full force and effect.

**ARTICLE XXIX  
EQUAL TREATMENT CLAUSE**

If the Union will furnish employees to any Employer in the geographical jurisdiction of this Agreement for the type of work covered by this Agreement upon any more favorable terms or conditions (including wage rates and overtime work) than those contained herein, except pursuant to Addendum No. 1 or a project agreement for maintenance by contract as developed by General Presidents Committee, the Union agrees that such favorable terms and conditions will automatically be extended to the Employers covered by this Agreement.

**ARTICLE XXX  
LABOR MANAGEMENT COMMITTEE**

There shall be a Joint Labor Management Committee established for the purpose of promoting cooperation and understanding between the parties with respect to the interpretation and operation of the collective bargaining agreement. The Joint Labor Management Committee shall be composed of:

- a. At least six (6) and not more than ten (10) representatives.
- b. At least three (3) and not more than five (5) representatives will be appointed by the GLMBEA.

- c. At least three (3) and not more than five (5) representatives will be appointed by Iron Workers Local Union No. 25. The Joint Labor Management Committee shall have no authority to bind either party to a particular contract interpretation, nor shall it have the authority to alter, amend, modify, delete or add to any of the terms of the collective bargaining agreement. It is the intention of the parties hereto that the Joint Labor Management Committee shall be advisory only, and that it shall not in any way affect the authority and jurisdiction of the Joint Grievance Board.

**ARTICLE XXXI  
RENEWAL CLAUSE**

1. This Agreement and any amendments thereto will remain in full force and effect from September 1, 2009 until Midnight, March 31, 2013, and thereafter will renew itself from year to year unless either party hereto will notify the other party, in writing, at least 90 days prior to March 31, 2013 or any anniversary date thereafter of its desire to change the Agreement in any way or to terminate the Agreement. Such written notice will be sent to the other party. In the event of notice by either party to change and/or terminate, and no agreement of such changes and/or termination is reached prior to March 31, 2013, or, if applicable, any subsequent anniversary date, this Agreement will be deemed to have terminated Midnight, March 31, 2013, or at Midnight on the applicable anniversary date.

For Iron Workers Local No. 340

\_\_\_\_\_  
Hugh Coward  
Business Manager, FST  
Date: \_\_\_\_\_

For the Great Lakes  
Metal Building Erectors Association  
and its Employer Members

\_\_\_\_\_  
Scott D. Fisher  
GLMBEA Staff Representative

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

**ADDENDUM NO. 1**

Where application of the wage rates in this Agreement to a specific project is contrary to the interest of the parties, the Union and a signatory Employer may mutually agree in writing to an adjusted wage rate. A copy of this Addendum No. 1 Form with all pertinent information, including the agreed upon adjusted wage rate, must be completed and executed by both the Union and the signatory Employer. The signatory Employer must immediately provide a copy of this completed Addendum No. 1 Form to GLMBEA. It is the responsibility of each Employer covered by the Agreement to determine if Addendum No. 1 with an adjusted wage rate has been executed for a particular project. Addendum No. 1 is an exception to the equal treatment clause in Article XXIX of the Agreement.

This Addendum shall be applicable on a job-by-job basis.

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Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project State Date: \_\_\_\_\_

Employer Name: \_\_\_\_\_

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

Adjusted Wage Rate: \_\_\_\_\_

For Local No. 340

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

For the Employer

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **ADDENDUM NO. 2**

The parties to this Agreement agree to meet pursuant to the Labor Management Committee provision to discuss any unresolved contract issues, including issues relating to job steward.

**ADOPTION OF 2009-2013 PRE-ENGINEERED  
METAL BUILDING AGREEMENT**

The undersigned Employer, for and on behalf of itself, its successors and assigns, lessees or any entity it controls, owns or represents agrees to be bound by all provisions of the September 1, 2009 Agreement between Iron Workers Local No. 340 (Union) and the Great Lakes Metal Building Erectors Association (GLMBEA). This Agreement to adopt and be bound by September 1, 2009 Agreement is not voidable. Notice by the Union to the GLMBEA pursuant to Article XXXI of the September 1, 2009 Agreement is notice to the Employer and has the same legal force and effect as though it was served on the Employer. Unless the Employer notifies the Union to the contrary in writing at least 120 days prior to the expiration date of the March 31, 2013 Agreement (or any subsequent Agreement), the Employer adopts and is bound by all provisions of any subsequent Agreement between the Union and the GLMBEA.

**For the Employer:**

Company Name (print): \_\_\_\_\_

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

Signor's Title: \_\_\_\_\_

Signor's Name (print): \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Workers' Compensation Carrier and Policy No.: \_\_\_\_\_

Unemployment Compensation No.: \_\_\_\_\_

State License No.: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

**For Iron Workers Local No. 340:**

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

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

**GLMBEA/IRON WORKERS No. 340  
STANDARD JOB FORM  
(Per Article XIII. Sec. 23)**

Employer Name: \_\_\_\_\_

Employer Fax No.: \_\_\_\_\_

Job Location (include County) .: \_\_\_\_\_

Job Zone.: \_\_\_\_\_

Approximate Building Size.: \_\_\_\_\_

Approximate Crew Size.: \_\_\_\_\_

Approximate Job Length.: \_\_\_\_\_

Approximate Man Hours.: \_\_\_\_\_

Owner.: \_\_\_\_\_

General Contractor.: \_\_\_\_\_

**This form must be filled out by the Employer and faxed or e-mailed to Iron Workers No. 340 no later than the first day the Employer has personnel on the job site.**

Fax to: 269-962-8511 or e-mail TO [Local340ironworkers@sbcglobal.net](mailto:Local340ironworkers@sbcglobal.net)  
Iron Workers No. 340  
GLMBEA Pre-Engineered Job Form  
510 E. Columbia  
Battle Creek, MI 49014

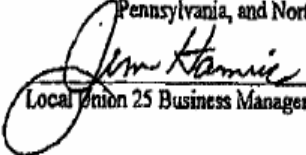
LETTER OF UNDERSTANDING

kg09c042af-c0

This letter of understanding is entered into between the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Locals 25, 55, 292 and 340, and their signatory employers.

Portability Provision:

- A. This letter of understanding is to be applied exclusively and solely to the field assembly and erection of all pre-engineered building systems, crane beams, crane rails, mezzanine floors, including all accessories and related components, including, but not limited to, standing seam roof systems, trim packages, insulation, light and heavy gauge cold rolled metals that form structural members, like "zee" girts and purlins for roof sheeting and siding supports and supports for traditional metal building structures. Also to include the operation of telescopic boom trucks, lifts, all cranes & equipment, welders and compressors.
- B. The employer shall have the right to travel twelve (12) employees into the jurisdiction of Locals 25, 55, 292's Berrien & Cass Counties, and 340 without the necessity of being required to employ an equal number of members of the Local Union in whose jurisdiction the work is being performed. Any additional employees shall be at the (50/50 ratio per each Local).
- C. In order to utilize the provisions contained in this Letter of Understanding regarding the portability of manpower, the employer must be signatory to either the Pre-Engineered Metal Building Agreement or the Local Union's CBA in the jurisdiction of the Local in which the work is being performed
- D. The employer shall employ at all times one (1) employee of the Local Union in whose jurisdiction the work is being performed who shall be a working steward and who shall be appointed by the Business Manager. The Steward will be the first employee hired.
- E. If an employer is signatory to the International Metal Building Agreement, the Portability Provision contained in the International Agreement will supersede this Letter of Understanding.
- F. If a question arises over the interpretation of this Letter of Understanding, it will be immediately brought to the attention of the Presidents of the Iron Workers District Council of the North Central States and the Iron Workers District Council of Eastern Ohio, Western Pennsylvania, and Northern West Virginia.

  
Local Union 25 Business Manager

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Local Union 55 Business Manager

\_\_\_\_\_  
Employer Representative

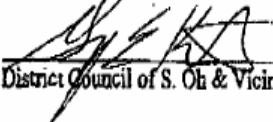
  
Local Union 292 Business Manager


\_\_\_\_\_  
Employer Representative

  
Local Union 340 Business Manager

\_\_\_\_\_  
Employer Representative

  
District Council of NCS

  
District Council of S. Oh & Vicinity

  
District Council of N. Oh, W. Pn, & N.W. Va