



COLLECTIVE BARGAINING AGREEMENT

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

This Agreement is made and entered into on this ____ day of _____, 20____, by and between the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (the "Union") and _____, hereinafter referred to as the "Employer" or "Company".

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers ("the Union") as the exclusive collective bargaining representative of all work covered by this Agreement and all employees employed by the Employer.

Section 2. The Employer recognizes the Union as the exclusive majority representative of all employees covered by this Agreement pursuant to Section 9(a) of the National Labor Relation Act.

A majority of employees having signed Union Cards, and the Union having shown or having offered to show evidence of the Union's majority support among employees, Section 9(a) 'majority status' has been established. Upon the Union's unequivocal request for recognition as majority representative, the Employer unequivocally grants recognition to the Union as majority representative.

Section 3. The Union may assign or transfer its bargaining rights and obligations to any Affiliated Local Union chartered by the Union.

ARTICLE 2: WORK JURISDICTION

It is agreed that the jurisdiction of work covered by this Agreement includes the following:

- (A) All work performed for a small business (defined as having fewer than 25 employees) that supports the farming or ranching industry & community;
- (B) All employees of small businesses, including but not limited to: retail clerks, mechanics, accountants, reporters, technicians, sales people, medical

professionals, clerical staff, office staff, cashiers, trade workers, and delivery personnel;

(C) All work assigned to the employees by the Employer.

ARTICLE 3: HOLIDAYS

The following are declared legal holidays for hourly employees, for the purpose of this Agreement:

New Years' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

Hourly Employees shall be off on these days or the days on which they are legally observed. Each hourly employee who has worked his full scheduled shift the day before and the day after such holiday occurs shall be paid eight (8) hours' holiday pay at his regular rate. Hourly employees required to work on any of the aforementioned legal holidays shall be paid 8 hours of Holiday pay in addition to time and one-half (1 1/2) for all hours worked.

Salaried employees' holidays shall be determined by agreement with the Employer.

ARTICLE 4: GRIEVANCE PROCEDURE

Section 1. Any dispute or difference of opinion between the Company and the Union, or between the Company and any of its employees covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement shall be handled in the following manner:

Step 1. When an employee or the Union believes a violation of this Agreement has occurred, they shall discuss such dispute with the Employer Representative within fourteen (14) working days after they become aware of the occurrence or non-occurrence giving rise to the dispute. If the dispute is not settled, Step 2 of the Grievance Procedure may be pursued.

Step 2. The employee, the Union Representative and a Representative of the Employer shall meet within fifteen (15) working days after timely notice of proceeding to Step 2 has been made and shall endeavor to adjust the matter. At this point the grievance shall be submitted in writing by the Union Representative to the

Employer. If agreement cannot be reached after the meeting between the parties, the matter shall be referred to Step 3 of this Grievance Procedure.

Step 3. The Union may submit the dispute to arbitration for a binding decision if the parties fail to reach a decision at Step 2. Unless the Employer and the Union can select an impartial Arbitrator, the Employer and the Union shall choose an Arbitrator from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service, by alternatively striking a name from the panel until only one arbitrator remains. The costs of the Arbitrator shall be borne equally by the Union and the Employer. The decision of the Arbitrator shall be final and binding upon all parties.

Section 2. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE 5: BENEFIT FUNDS

Section 1. The Employer agrees to provide all Employees covered by this agreement with The Heartland Trust for CARE in America, a plan that is compliant with the Affordable Care Act. Coverage shall commence upon payment by the Employer on behalf of its employees to The Heartland Trust for CARE in America in accordance with the terms of the Trust. The Employer adopts and shall abide by the rules of The Heartland Trust for CARE in America. The cost of the plan shall be paid as follows: \$ _____ paid by the Employer and \$ _____ paid by the employee. The amount paid by the employee shall be deducted by the Employer from the employees' paycheck. Owners shall participate in the health insurance plan according to the terms of a participation agreement with The Heartland Trust for CARE in America.

Section 2. The Employer agrees to the establishment of a 401(k) defined contribution plan, or similar retirement plan. Employees covered by this agreement may contribute to this plan from their wages.

ARTICLE 6: WORKDAY, WORK WEEK AND OVERTIME

Section 1. Hours of Work for Hourly Employees.

(A) The **normal workweek**, except as otherwise specified in this Agreement, shall be Monday through Friday. **Eight (8) hours per day** shall constitute a standard workday. Employees shall be at their place of work prepared to start work at the designated starting time each day.

(B) Forty (40) hours per week shall constitute a regular week's work.

(C) Each employee is entitled to a one-half (1/2) hour unpaid lunch period which shall be scheduled at the midpoint of the scheduled work shift. All employees shall be entitled to a ten (10) minute morning break which shall be taken within two and one-half hours after start time and a ten (10) minute afternoon break which shall be taken within two hours before the end of their work day.

(D) The Employer will designate the starting time.

Section 2. Overtime for Hourly Employees.

(A) All work performed in excess of forty (40) hours in a week will be considered **overtime** and paid at time and one-half the straight time rate of pay.

Section 3. Hours of Work for Salaried Employees.

(A) Salaried Employees' hours & salary shall be determined by agreement with the Employer.

ARTICLE 7: WAGES & SALARIES

Section 1. As of 2020, the wage schedule attached as Exhibit A shall be in effect for hourly employees.

Section 2. The Employer may pay hourly employees more than the wages listed in Exhibit A, but shall not pay less than those rates. On a confidential basis, the Employer, upon request by the Union, must notify the Union if it pays its hourly employees more than the wages listed in Exhibit A and provide the amount paid.

Section 3. All work performed by hourly employees in excess of forty hours in a week is overtime and shall be paid at time and one-half the straight time rate of pay.

Section 4. Salaried Employees' hours & salary shall be determined by agreement with the Employer.

ARTICLE 8: UNION DUES

Section 1. All employees covered by this Agreement must be members in good standing of the Union. If hired on or after its effective date, all employees covered by this Agreement shall, on the 31st day following the start of their employment, become members in good standing of the Union. The term "member in good standing" shall be limited to the payment of initiation fees and dues required and specified by the Union.

Section 2. This Article shall be interpreted in accordance with the provisions of Section 8(a)(3) of the National Labor Relations Act.

Section 3. Whenever any employee covered by this Agreement has executed and delivered to the Employer a proper written authorization for the deduction of Union dues, initiation fees or assessments from that employee's wages, the Employer agrees to make such deduction and to send the Employer's check for the amount so deducted to the Union in the following manner:

- (a) The Union will notify the Employer in writing of the amount of dues to be paid by the employees.
- (b) On or before the 15th day of each month, the Employer will remit to the Union the amount of dues it deducted from each employee for the previous calendar month, together with a list of the individuals from whom the deductions were made.
- (c) The obligation of the Employer shall apply only to those employees who have voluntarily signed a dues deduction authorization card, a copy of which shall be provided to the Employer upon request.
- (d) Initiation fees: Standard initiation fees are also subject to the dues deduction provisions of this Article, unless waived by the Union.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 9: CONDITIONS OF INVALIDITY

Any provisions in this Agreement which conflict with any Federal, State or Local laws or regulations shall be suspended within the limits to which such law or regulation is in effect. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 10: DURATION AND TERMINATION

Section 1. This Agreement shall become effective from _____ until midnight of _____, and shall continue thereafter from year to year, unless written notice is given by either party to the other party of their desire to modify or terminate the Agreement within sixty (60) days prior to its expiration date or any subsequent expiration date.

Section 2. Any such notice as provided for in this Article shall also contain the changes sought by the party making such notice.

IN WITNESS WHEREOF, the parties hereto have set their respective signatures and caused this Agreement to be signed by their respective authorized representatives on this ___ day of _____ 20_____.

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

Employer (Company Name)

Union Representative (signature)

Employer Representative (Signature)

Print Name

Print Name

Street Address

Telephone Number

Fax Number

Email

EXHIBIT A: WAGE RATES

Positions

Hourly Wage rates