

**AGREEMENT
BETWEEN**

**AREA BARGAINING UNIT
BURLINGTON, IOWA**

CONTRACTOR

**INTERNATIONAL ASSOCIATION OF BRIDGE
STRUCTURAL and ORNAMENTAL
IRONWORKERS LOCAL #577
BURLINGTON, IOWA**

UNION

This Agreement held unto this 1st day of June, 2003 in Burlington, Iowa by and between the Area Bargaining Unit acting for, and in behalf of each of its members who have or will assign their bargaining rights to the Area Bargaining Unit during the term of this Agreement, hereinafter called Contractors, and Local Union No. 577 of the International Association of Bridge, Structural and Ornamental Iron Workers, acting for, and in behalf of its members, individually and severally, hereinafter called the Union as to the following full force and effect:

PREAMBLE

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

REFERRAL PROCEDURE

In order that the Employer shall have a competent working force and to promote safety and efficiency of operations, the Employer shall first request the Union to refer applicants for employment and shall not solicit applicants directly nor circumvent the Union in the recruitment of applicants. The Employer shall have the right to accept or reject any applicant furnished by the Union. The Union shall have the right to refuse to place an applicant without a twenty-four (24) hour notice. If the Union is unable to furnish competent Ironworkers within 24 hours after notification by the Employer, then the Employer may recruit applicants from other sources.

The parties to this Agreement acknowledge that they are subject to State and Federal Law and municipal ordinances regarding equal opportunity and fair employment and therefore will jointly take the necessary steps to comply with these laws and ordinances to assure, within the scope of this Agreement, compliance with equal opportunity and fair employment practice laws and ordinances and agree that the employment, referral or selection of all employees shall be on the basis of qualifications without regard to race, color, sex, religion, national origin, and ancestry.

ARTICLE I

Craft Jurisdiction

It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the Charter grant issued by the American Federation of Labor to the International Association It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the of Bridge, Structural and Ornamental Ironworkers, it being understood that the claims are subject to trade agreements and final decisions of the AFL-CIO.

On the procedure for the settlement of Jurisdictional Disputes for members of the General Contractors Association signatory to this Agreement shall be set forth as follows:

- A. The individual Employer or his representative agrees to make work assigned consistent with decisions of record, agreements of record, and in the absence of such decision or agreements of record, based on established trade and area practice.
- B. In the event of any dispute as to jurisdiction of work covered by the terms of this agreement being claimed by other Building Trades Unions said dispute shall be referred to the International Unions involved for determination, and the work shall proceed as assigned by the individual Employer until such determination by the International Unions has been made. A decision rendered by said International Unions in any given Jurisdiction determined shall be implemented immediately by the individual Employer involved.
- C. It is understood and agreed that Employers signatory to this Agreement shall not sign a stipulation to be bound by the terms of the Agreement establishing the Impartial Jurisdictional Disputes Board nor be bound by its decisions. Any such stipulation that previously may have been entered into on or on behalf of the Employer is rescinded by execution of this contract. It is further understood that the parties to this Agreement shall not submit any dispute to the Impartial Jurisdictional Disputes Board.
- D. The Union and the Employer agree that there shall be no strikes, lockouts or interruption of the disputed work over Jurisdictional Disputes.

ARTICLE II

Territory

The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 577 which extends halfway to the nearest outside Local Union of the International Association of Bridge, Structural and Ornamental Ironworkers.

IOWA: Des Moines County, Lee County, Louisa County, Washington County, Henry County, Jefferson County, Van Buren County, Wapello County, and Davis County, Keokuk County.

MISSOURI: Scotland County, Schuyler County, Adair County, Macon County, Lewis County, Marion County, Clark County, Ralls County, Monroe County, Shelby County, and Knox County.

ILLINOIS: Henderson County, Mercer County, Warren County, McDonough County, Hancock County, Adams County, West half of Schuyler County and West Portion of Knox County, West of Highway 41.

ARTICLE III
Hours Per Day Work

A normal work week shall be Monday through Friday. Normal hours of work shall consist of eight (8) and one-half (8 ½) consecutive hours per workday between 7:00 A.M. and 5:00 P.M., which includes one-half (½) hour for lunch.

Any changes in work hours per day in special cases not to exceed eight (8) hours per day may be made to meet special conditions after mutual agreement between the Employer and the Union.

When established work hours on any job are changed, it will be agreed upon by the Union and the Employer.

A 4-10 hour work week Monday thru Thursday or Tuesday thru Friday may be worked at the Contractors request. Days must be consecutive.

ARTICLE IV
Shift Work

When two (2) shifts are employed, each shift shall work seven & one-half (7 ½) hours for eight (8) hours pay at regular time; when three (3) shifts are employed, seven (7) hours shall constitute a day's work for each shift for which a regular wage of eight (8) hours shall be paid or a proportionate part thereof for time worked. When multiple shifts are worked on Saturdays, Sundays, or recognized holidays the following shall apply: When two (2) shifts are employed, each shift shall work seven & one-half (7 ½) hours for eight (8) hours pay at double the straight time rate of wages. When three (3) shifts are employed each shift shall work seven (7) hours for eight (8) hours pay at double the straight time rate of wages or a proportionate part thereof for the time worked. All work performed from 12:00 P.M. Friday night to 12:00 P.M. Sunday night will be double the straight time rate of wages. Not more than one (1) shift shall be allowed on a job of less than five (5) days duration except in case of an emergency, which shall be decided by the General Executive Board. In localities where the work day is less than eight (8) hours per day, the hours on shift work will be shortened proportionately.

ARTICLE V
Overtime and Holidays

Time and one-half (1 ½) shall be paid for the first two (2) hours of overtime work on any regular work day, Monday through Friday, and any work performed before regular starting time and after regular quitting time. Saturday work shall be paid at one and one-half (1 ½) times the regular rate of pay for the first ten (10) hours. All other overtime will remain as double time, including Sundays and Holidays. No work shall be performed on LABOR DAY except to save life and property.

The following holidays shall be observed:

NEW YEARS DAY	VETERANS DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY
DAY AFTER THANKSGIVING	

Any holiday which occurs on a Sunday shall be observed the following Monday.

ARTICLE VI
Wage Rates

The following scale of wages shall prevail on all projects covered by this Agreement:

EFFECTIVE June 1, 2003 thru February 29, 2004:

Journeyman.....	\$20.60 per hr.
Health & Welfare.....	3.85 per hr.
Pension.....	4.30 per hr.
Annuity.....	1.75 per hr.
Apprenticeship.....	.26 per hr.

EFFECTIVE March 1, 2004 thru May 31, 2004:

There will be a \$.20 increase as yet to be decided as to distribution.

EFFECTIVE June 1, 2004 thru November 30, 2004:

There will be a \$.50 increase as yet to be decided as to distribution.

EFFECTIVE December 1, 2004 thru May 31, 2005:

There will be a \$.35 increase as yet to be decided as to distribution.

EFFECTIVE June 1, 2005:

Negotiations re-opened for wages only.

Hazmat Pay

When the EPA classifies a job as A, B, or C Hazardous Classification, there will be a 20% Premium Pay over Journeymen's scale. The 20% not to include any increase in fringe benefits.

Foreman

The Foreman's rate of pay will be \$1.25 per hour over the Journeymen's rate of pay.

When one Employer has over 15 men on one (1) job there shall be an Ironworker General Foreman and his rate of pay shall be \$1.75 per hour over the Journeyman rate.

When two (2) or more Employees are employed, one shall be selected by the Employer to act as Foreman and receive a Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the workmen.

There shall be no restrictions as to the employment of Foreman or pushers. The Employer may employ on one piece of work as many Foremen or pushers as in his judgment is necessary for safe, expeditious and economical handling of the same. **THE FOREMAN SHALL PERFORM HIS DUTIES AS FOREMAN.**

Employer agrees to pay into the Ironworkers St. Louis Dist. Council Welfare Plan & Pension Trust, & Annuity Trust the amounts as set forth above, on the actual number of hours for which each Employee actually works and is paid (provided that less than ½ hour need not be paid for, and ½ hour, or more, shall be paid for as one full hour).

With a 60 day written notice from Local Union 577 to the Area Bargaining Unit, they may increase Health, Welfare, & Annuity contributions from the current wage scale. Within a 60 day written notice from Local Union 577 to the Area Bargaining Unit, increases in pension contribution if any, may be taken from the current wage scale, provided, however, if the Fund

has, prior to the increase in pension contribution, an unfunded vested liability, or if the increase in pension contribution, will cause an unfounded vested liability, such increase, if any, shall be effective only with the mutual agreement of Area Bargaining Unit and the Union.

Working Assessment

Upon receipt of an Employees written authorization which shall be irrevocable for not more than one (1) year, or beyond the termination date of this Agreement, whichever occurs first, each Employer shall deduct from the Employees wages 4% of gross wages paid, and remit same to the office of the International Association of Bridge, Structural & Ornamental Ironworkers Local No. 577, Burlington, Iowa with a list of names of the Employees from whom pay deductions were made and setting forth the hours paid. The amounts so deducted and transmitted are the working assessment of the Union. Such written authorization may be revoked by the Employee by written notice by registered mail to the Employer and to the Union received by both during the thirty (30) day period prior to the termination date of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such notice of revocation, send and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods or until the end of the collective bargaining agreement, which ever occurs sooner. The Union agrees to indemnify and held harmless the Employers as the result of any claim that the deductions were inappropriately or illegally made.

It shall be the responsibility of the Union to secure the Employees written authorization.

Surety Bond

The Union may require a Surety Bond from employers working within the jurisdiction of this Agreement. The Principal amount of bond shall be:

1 to 5 Employees	\$ 2,500.00
5 to 10 Employees	5,000.00
10 to 15 Employees	7,500.00
More than 15 Employees	10,000.00
In no event shall the Bond be more than	\$ 10,000.00

ARTICLE VII

Apprentices

The standards and implementation of the Apprenticeship & Training Program and all matter related to training, selection, etc., shall be in accordance with applicable Federal and State laws and shall be determined and governed by a Joint Apprenticeship & Training Committee which shall be composed of three (3) representatives, plus one alternate, appointed by Area Bargaining Unit and three (3) members, plus one alternate appointed by the Union.

If a coordinator is hired by the Joint Apprenticeship & Training Committee his salary, including fringe benefits, shall be subject to the approval of Area Bargaining Unit and the Union Negotiating Committee.

Each employer party to this Agreement shall contribute sixteen cents (.16) per hour for each hour worked by each Ironworker employee. These contributions shall be sent with a full report on or before the 15th day of the month following the month for which the report is due. Forms shall be furnished by the Joint Apprenticeship Committee. Checks are to be made payable to the Ironworkers Apprenticeship & Training Fund and forwarded to the financial institute

designated by the Committee. One copy of the report shall be mailed to the Union and one copy mailed with the check. All funds shall be completely controlled, regulated, and administered by the Joint Apprentice & Training Committee. The Union agrees that it will require such contributions from each Employer of Ironworkers with whom it has an Agreement.

With a 60 day written notice from the Trustees of the Fund, the Contractor agrees to contribute a rate per hour that is determined by the Trustees of the Fund for each hour worked under this contract to the Ironworkers Apprenticeship Program. Such contribution change, if required shall be made effective only on the annual anniversary date of this contract.

Apprentice ratio will be as follows:

1. One apprentice to 4 journeymen on the project.
2. On ornamental work which is normally performed by 2 ironworkers, 1 may be an apprentice.

The wages of an Apprentice shall be based upon the following percentage of Journeymen's scale:

First Six Months.....	60%
Second Six Months.....	70%
Third Six Months.....	75%
Fourth Six Months.....	80%
Fifth Six Months.....	85%
Sixth Six Months.....	90%

ARTICLE VIII

Probationary Employees

The Union shall not furnish permit men in lieu of Journeymen to the Employer and shall establish a list of applicants who shall be classified as Probationary Employees. These Probationary Employees shall be referred to Employers for employment on a temporary basis and shall receive 60% of the Journeymen's rate.

Probationary Employees shall be used as a last resort to man the job and the first to be laid off in a reduction of the Employer's Ironworker work force on the job the Probationary Employee is employed.

ARTICLE IX

Piecework

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

ARTICLE X

Work Limitation

There shall be no limitation placed on the amount of work to be performed by any workman during working hours.

ARTICLE XI

Pay Day

Payday shall be the Employer's regular payday, at least once each week, and not more than three (3) days pay shall be withheld. When the regular payday falls on a holiday recognized by the Union, the employee shall be paid the day before such holiday.

Wages shall be paid before quitting time on payday and shall be paid in cash or other legal tender.

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

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

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

The Employer may make payment of wages earlier than the regular pay day if job conditions warrant.

ARTICLE XII

Reporting Time

If an employee is scheduled to report to work, and his services are not required, he shall be notified at least 1 ½ hours prior to start of shift, otherwise he will be paid two (2) hours straight time for reporting on the job. The Employee must remain on the job for the two (2) hour period to be eligible for compensation, unless otherwise directed by the Employer.

In the event that weather does not permit working, the Employer shall notify an Employee who is designated by the Employees that there will be no work on that day or shift. The Employee so designated shall be reimbursed by the Employer for all necessary long distance phone calls upon presentation of a copy of the phone bill. This provision may be waived by mutual agreement between the Employer and the Steward.

On one day referrals only, if an Employee is put to work he shall receive a minimum of four hours pay and if works in excess of four hours, he shall receive eight hours pay as long as he remains on the job. By agreement between the Employee and Employer the Employee may leave the job and still receive four hours or eight hours pay.

If an employee starts to work at the start of the shift he shall be paid a minimum of two (2) hours pay provided he stays on the job for the two (2) hours, if so directed by the Contractor. After the two (2) hour minimum he shall be paid for actual hours worked. The two (2) hour minimum shall include any time paid as reporting time. In all cases the rate of pay shall be the rate in effect on that day or shift as set forth in this Agreement.

An Ironworker who does not show up for his regularly scheduled work and does not notify the Employer or the Employer's authorized representative prior to or during that day's regularly scheduled work shift, shall be considered to have voluntarily terminated his employment.

Employees on all bridge and dam work shall be paid from the time they leave the shoreline until they return to shore line.

Sufficient time will be allowed for putting tools away so that men may leave the job shed at the end of the shift.

When an employee is laid off, the employer shall give him one-half (1/2) hour for tool pickup and he shall be permitted to leave the jobsite when tool pickup is completed

ARTICLE XIII

Ironworkers Required on Guy and Stiff Leg Derricks and Concrete Pours

While welders or burners are working under the following conditions, one journeyman ironworker shall work with each welder or burner, or group of welders or burners:

1. While erecting structural steel when the welder or burner is not working in connection with a raising gang-this includes work from scaffolding.
2. While working in the immediate vicinity of unprotected, fixed machinery in operation.
3. While working in a vessel or tank.
4. On all other work, it shall be left to the discretion of an Ironworker foreman on the job whether or not a helper shall be assigned to a welder or burner.

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

There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restrictions, other than required by safety regulations, on the number of men assigned to any crew or to any service except as follows:

No less than two (2) men when using a forklift or telescopic forklift to handle materials installed by Ironworkers.

No less than four (4) men and a Foreman when erecting heavy structural steel and moving equipment with a power operated rig.

Where members of the Ironworkers Union are working over navigable waters where a safety boat is required, there shall be a member of the Ironworkers Union in the boat.

On all concrete pours where reinforcing is in the pour, there shall be an Ironworker on the job site.

When wire mesh is in the pour, an Ironworker will maintain (pull up or tie down) all mesh in the pours.

Ironworkers shall not be required to erect, work, or walk on any structural member which has any projection above the flat surface of said member (this refers to welded studs and shear connections which have been welded to the structural member prior to erection). Exceptions to this clause will be considered by the business representative at least fifteen (15) days before erection.

ARTICLE XIV Riveting Gangs

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

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

ARTICLE XV Safety Provisions

The Employee and Employer shall be aware of the provisions of the Occupational Safety and Health Act of 1970 (and revisions thereto) as well as the Federal Construction Safety Act, all state and local safety laws and regulations and the safety policies promulgated by the Employer and cooperate fully with the Employer. The Employee shall conform to all Federal and State safety rules as adapted by the Employer and shall be subject to discharge should he fail to comply.

The Union shall cooperate in establishing, for their membership, training in first aid and C.P.R. acceptable to OSHA rules and regulations and shall assist its members in maintaining a current certificate.

Drug Testing

The employer shall be free to establish a drug and alcohol testing program for all employees covered by this Agreement. The program shall conform to state and federal regulations. The employer shall pay for all tests required.

When drug testing is required by the Owner of any given project to work in the premises, the Union shall cooperate in providing manpower under these conditions. The Owner or the Contractor will bear the cost of any and all required testing involved. In the event any Employee should test positive, the employee shall have the right to a second test at a different medical facility. In the event the employee should test positive on the second test, the employee shall bear the cost of the second test. All employees should notify the medical staff of any medicines they may be taking at the time of the test.

Planking Floors

Working floors upon which derricks set must be covered tight with suitable planking over entire floor except where openings are left for ladders. No more than two (2) floors, or a maximum of

twenty-five feet, beneath each riveting scaffold shall remain open or uncovered, and all such floors shall be planked and within a minimum radius of ten (10) feet.

Stiffening and Supporting Working Load Points

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

Riding the Load or Load Falls

No Employee shall be permitted to ride the load or load fall except in case of inspection, and erection and dismantling of derrick.

Slings

Steel cable or nylon slings will be used instead of chain or hemp slings for the erection of structural steel.

Protection of Signal Devices

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

Elevator Shaft Protection

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

ARTICLE XVI

Tools

Employees shall furnish for their own use all necessary hand tools to enable them to effectively install their work. Hand tools broken on the job shall be replaced by the Employer. The Employer shall have the right to inspect Employees tool boxes. No employee shall be held responsible for the loss of Employers tools or equipment in his charge.

Tools of Trade

The following listed are Tools of the Trade: pickup trucks, welders, tuggers, nelson stud generators, air compressor, forklift or telescopic forklift, air movers, hydraulic jacking units, generators.

Tools that are dropped or lost while working over water will be replaced by the Employer.

ARTICLE XVII

Shipping-Employees

Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular wage rate for such time, or such Employees shall be shipped back to the shipping point with time and transportation paid by the Employer.

ARTICLE XVIII

Breaks-Drinking Water-Clothes Room-Lunch Period

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 the Employees to change their clothes and keep their tools.

A ten (10) minute break shall be allowed in the morning and a ten (10) minute break shall be allowed in the afternoon with the Foreman calling the time. The break shall be taken at or near the work station if possible. The break shall start when the Employee stops work and he shall resume work no later than ten (10) minutes after the start of the break period. In the event that work is not performed before 10:00 A.M., the Employees shall forego the morning break period.

Each Employee shall be entitled to a 30 minute lunch period between 3 ½ hours and 5 hours after the start of the work shift. Should he be unable to take a lunch period during this time, he shall be given a full 30 minute lunch period at another time during the shift, without loss of time, and be paid ½ hour at straight time for the lunch period missed.

The Employer shall, when required by inclement weather, furnish liners for hard hats for the use of Employees on the job. Liners shall remain the property of the Employer and returned by the Employee when his employment is terminated.

ARTICLE XIX

Compensation Insurance

The Employer must at all times provide Workmens Compensation Insurance.

Termination

The Business Manager of the Union shall have the option to transfer men with specialty skills, when needed on another project, with advance notice and consent of the Employer. The Employee shall be furnished with a separation slip and shall not be penalized in the application for unemployment compensation.

ARTICLE XX

Business Manager

The Business Representative of the Union shall have access to the contractors job site, if allowed by the Owner, at any reasonable time to observe working conditions and for the discussion of business with the Craft Steward, but he shall not in any manner interfere with the job operation. It shall be the responsibility of the Business Manager of the Union to secure a pass, badge, or any other means of identification, for any job where they are needed to gain entrance to the job site.

ARTICLE XXI

Job Steward

There shall be a Steward on each job who shall be appointed by the Business Manager. He shall keep a record of the workers laid off and discharged, and take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the Business Manager, who shall report same to the proper officer of the Union so that efforts can be made to adjust any matter without stoppage of work. He shall see that the provisions of this Agreement are complied with and report to the Union the true condition and facts. The Steward shall promptly take care of injured workers and accompany them to their homes or to a hospital as the case may require, without any loss of time and report the injury to the proper officers of the Union. The Employer agrees that the Job Steward will not be discharged until after proper notification has been given to the Union, and, further, when

employees are laid off, the Job Steward will be the last man laid off providing he is capable of performing the work in question.

ARTICLE XXII
Protection of Union Principles

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

ARTICLE XXIII
Subcontractors

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

ARTICLE XXIV
Favored Nations Clause

If the Union enters into any agreement with any individual Employer or group of Employers performing work covered by the terms of this Agreement, and that Agreement provides for more favorable wages, hours, or conditions to any other Employer, the Employer signatory hereto, after sending written notice of such intentions, shall be afforded the privilege to adopt such advantageous terms and conditions.

ARTICLE XXV
Settlement of Disputes

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

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

Each party shall individually pay the expense of the Arbitrator it appoints and the two parties shall jointly share the expense of the third Arbitrator.

ARTICLE XXVI
Strikes and Lockouts

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

Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation; provided, however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line of any affiliated Union which has been authorized by the International of that Union, the Central Labor Council of Building and Construction Trades Council.

ARTICLE XXVII
Scope of Agreement

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

ARTICLE XXVIII
Savings Clause

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

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

ARTICLE XXIX
Duration and Termination

This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of May 31, 2006 except as noted in the following paragraph: and, unless written notice be given by either party to the other at least four (4) months prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as hereinabove provided for in this Article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

IN WITNESS WHEREOF, This Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Burlington, State of Iowa

FOR THE EMPLOYER, AREA BARGAINING UNIT.

BY: /s/ _____
BY: /s/ Michael S. Schmidt
BY: /s/ R. Steve Fryer

FOR LOCAL UNION NO. 577, of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRONWORKERS.

By: /s/ Douglas A. Cline
By: /s/ Dominic [unclear]
By: /s/ James W. [unclear]
By: /s/ Secretary [unclear]

We, the undersigned, are familiar with this Agreement between the Area Bargaining Unit and other Employers within the jurisdictional territory of Ironworkers Local 577 of Burlington, Iowa, and agree to abide by the conditions set forth herein.

Employer: _____

Address: _____

By: _____

Title: _____

Date: _____