

IRON WORKERS' LOCAL NO. 17 AGREEMENT 2023-2028



Sherwin Williams Downtown Headquarters

NOTICE

**IRON WORKERS LOCAL 17
FRINGE BENEFIT
FUNDS, INC.**

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2023 and to be effective the 1st of May, 2023, by and between STEELAND IRON CONTRACTORS ASSOCIATION and the CONSTRUCTION EMPLOYERS ASSOCIATION OF CLEVELAND, hereinafter referred to as the "Employer," and the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS LOCAL NO. 17, CLEVELAND, OHIO, hereinafter, referred to as the "Union."

As used in this Agreement, the term "Iron Worker" refers to any individual performing work covered by this Agreement. All references to the masculine pronoun in this Agreement shall be deemed to include the feminine pronoun as well. All references to the singular in this Agreement shall be deemed to include the plural where appropriate.

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 expenses, and, so far as possible, to provide for labor's continuous employment 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.

ARTICLE I CRAFT JURISDICTION

(a) It is agreed that the jurisdiction of work covered by the Agreement is that provided for in the charter grant issued by the American Federation of Labor (“AFL”) to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, hereinafter referred to as the “International,” it being understood that the claims are subject to trade agreements and the following five paragraphs:

1. This Agreement covers all field erection and construction work traditionally performed by and coming under the jurisdiction of the International. The Employer recognizes that the claimed scope of work covered under this Agreement by the International is that provided for but not limited to the jurisdictional claims contained within the charter grant issued by the AFL to the International and contained in Article IV of the International’s Constitution.

2. Agreements, national in scope between the International and other International Unions covering work jurisdiction and allocation and division of work among employees represented for the purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer. Provided, however, when the International Unions or Agreements allow for a deviation from craft lines based upon project maintenance conditions, these deviations do not establish precedent or change the jurisdiction of the crafts involved.

3. 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 Jurisdiction 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.
4. The foregoing Section 3 shall remain in full force and effect until such time as all other employers in the construction industry having agreements with the International or its affiliates, and all other unions affiliated with the Building and Construction Trades Department, have signed a stipulation to be bound by the terms of the agreement and decisions of the Impartial Jurisdictional Disputes Board.
5. In the event of any dispute as to jurisdiction of work covered by the terms of this Agreement being claimed by unions other than those affiliated with the Building and Construction Trades Department, then such dispute shall be referred to the International Unions involved, for determination by whatever procedures they may adopt. The work shall proceed as assigned by the individual Employer until such determination by the International Unions. Any jurisdictional determination shall be implemented immediately by the individual Employer involved.

There shall be no strikes, work stoppages, or other interferences with the work by reason of jurisdictional disputes.

(b) This Agreement shall cover and include but is not limited to the unloading, handling, fabrication, re-fabrication, erection, and dismantling of structural, ornamental, reinforcing steel, metals, plastic, composite and engineered materials and it is understood and agreed that the International claims for its members the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and nonferrous metals; precast, prestressed and post-stressed (post-tensioning equipment such as: jacks, grout machines and materials) concrete structures; and replacement materials, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal surfaces; aprons, aqueducts, awnings, bar-joint, blast furnaces, bleacher seating, book stacks, boilers (sectional water tube, and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling, chutes, clips, cofferdams, concentrators, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal); roof decking (such as "Colfar" and similar type materials, as well as "Trusdeck," Mahon "M" deck and other dual purpose type roof deck), derricks, docks, domes, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, fascias, false work, fans, fencing, fire escapes, fins, flag poles, floor construction and flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating, grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists (pre-cast, pre-stressed and post-stressed [post-tensioning equipment such as: jacks, grout machines and materials]), kalomeined doors, kilns, lintels, lockers, locks, louvers, machinery (moving, hoisting and

placing on foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in field, such as; framing, cutting, bending, drilling, burning, and welding by acetylene gas and electric machines; metal curtain wall, metal exterior doors, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows and enclosures, mixers, monorails, multi-plate, operating devices, ovens, overhead doors, pans, panels (insulated and non-insulated, factory and field assembled), pen stocks, pile drivers, plates, porcelain enameled panels, prefabricated metal buildings, pulverizes, racks, railings(including pipe), railroad bridgework and maintenance, rebar tie guns, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling doors, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, smoke conveyors, spandrels (metal) and (precast concrete), spillways, stacks, stairways, stokers, storage rooms, stoves, subways, sunshades, solar panels (structural supports), tables, towers, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, wind turbines (erection of) including onshore and offshore, window wall, wire work; wrecking and dismantling of all the above and all housesmith work and submarine diving in connection with or about the same.

(c) Field alterations on the above mentioned items, together with all framing done in the field.

(d) An Iron Worker will be used to straighten, tie or adjust steel rods when concrete is being poured, but will not be required as a standby. When concrete is poured before or after regular working hours, an Iron Worker shall remain on the job to perform his/her regular work and be available in case rods need adjustment.

(e) When it becomes necessary in the operation of power operated booms or cableways to use a signalman, an Iron Worker shall be employed.

(f) On the unloading, handling and setting of stone with powercrawler, locomotive or truck cranes, an Iron Worker shall be employed who will work under the supervision of the stone setter.

(g) When erecting structural steel with mobile or power operated rigs of any description, the crew shall consist of a foreman and not less than four (4) Iron Workers.

(h) When unloading structural steel with power equipment, the crew shall consist of a foreman and not less than (4) Iron Workers.

(i) During the unloading and setting of all wall bearing bar joists and beams in building construction 24" depth and under, the crew shall be a foreman and three (3) Iron Workers; over 24" depth, a foreman and four (4) Iron Workers.

(j) When unloading and handling materials, other than structural steel, the crew size shall be determined by the Employer consistent with safe work practices.

(k) Shear studs on walking surfaces used for composite structural design shall be field applied after erection. On columns, webs and floorings, shear studs shall be field applied and may be applied prior to erection.

(l) Journeymen shall also be employed for the erection, operation and removal of travelers, derricks, poles, derrick cars, booms, outriggers and spool work as awarded to the International by the AFL, and such other items as

have been awarded to the International by the Building and Construction Trades Department.

(m) No less than six (6) Iron Workers and a foreman shall be employed around a guy or stiff leg derrick used on steel erection.

(n) During the unloading and setting of light gauge metal trusses, the crew shall be a foreman and three (3) ironworkers.

(o) Pre-Engineered Metal Building. 1. Steel Erection Crew: There shall be a Foreman and four (4) ironworkers. One of the four (4) ironworkers shall be a journeyman ironworker. The remaining three may be journeyman ironworkers or apprentices. 2. Detail and Sheeting: For every seven (7) men there shall be one (1) foreman. These men may consist of journeyman ironworkers, or apprentices. All Foreman must be journeyman ironworkers, and shall be paid the Foreman rate of pay. 3. No money allowance will be paid for the use of power tools.

ARTICLE II TERRITORY

The territory covered by this Agreement shall be the territorial jurisdiction of the Union and shall include the following counties; Cuyahoga, Ashtabula, Erie, Geauga, Huron, Lake, Medina, Portage, Summit and Lorain. See territorial jurisdictional boundaries.

ARTICLE III WORK LIMITATION

No limitation may be placed upon the amount of work which an Iron Worker shall perform during the working

day, nor shall there be any restrictions against the use of machinery, tools, or labor saving devices, nor against the use of any materials, raw or manufactured, except prison-made materials.

ARTICLE IV
CONSTRUCTION INDUSTRY SUBSTANCE ABUSE
PROGRAM

The parties recognize the problems created by drug and alcohol abuse, the need to foster drug-free workplaces and the importance of a prevention and treatment program. The Parties have a joint commitment to protect people and property and to provide a safe working environment.

The purpose of the Program is to establish and maintain a drug-free, alcohol-free, safe and healthy environment for all employees. This Construction Industry Substance Abuse Program, is incorporated by reference and may be obtained, upon request, from the Union or Construction Employers Association.

ARTICLE V
EMPLOYMENT REGULATIONS

(a) NON-DISCRIMINATION CLAUSE: The Employer and the Union agree that they will not discriminate on the basis of race, color, religion, sex, age, disability or national origin against any person with reference to recruitment, hiring, promotion, demotion, transfer, rates of pay, or other terms and conditions of employment, selection for apprentice training, lay-off, or termination of employment. The Parties hereto agree that all participation in either the apprenticeship program or the Union shall be based upon qualifications alone and without regard to race, color, religion, sex, age, disability or national origin. The parties hereby declare their support of diversity and inclusion in employment. Through

the Joint Apprenticeship Committee, the parties have an affirmative action plan in accordance with standards set-forth by the Ohio State Apprenticeship Council.

The Parties hereto further agree that all programs that affect the apprenticeship and journeymen programs of the Union, whether sponsored jointly or not, shall be administered in accordance with the National Labor Relations Act and Title VII of the Civil Right Act of 1964.

(b) It is understood and agreed that on or after eight (8) days after the signing of this Agreement and for the period of time covered by this Agreement, it is a condition of employment that all Union members become and remain Iron Workers in good standing of the Union and any Iron Workers employed on or after their eighth (8th) day of employment must become and remain members of the Union.

(c) The Employer recognizes that the crafts covered by this Agreement are highly skilled and excessively hazardous, and agrees that if in the opinion of the Union's Business Manager, after consultation with the Steward and Superintendent, it is determined that any Iron Worker hired by the Employer does not possess the required skill or performs his duties in such a manner that he endangers the life or person of any other employee, it shall not be considered a violation of this Agreement to cause a stoppage of work until said incompetent or careless employee is removed.

(d) Iron Workers shall make every effort to work in inclement weather consistent with safe-work practices.

(e) The Union shall not interfere with the Employer's employees during working hours except that the Union's Business Agent may consult with the Superintendent, or foreman or the steward on the job when necessary.

(f) The Employer shall not be required to hire Iron Workers through the Union or its representatives, but may employ them directly. Neither shall Iron Workers be transferred from one Employer to another by the Union without consent of the Employer for whom they are working.

(g) Foremen shall be selected by the Employer.

(h) The Employer retains the full and exclusive rights, powers, functions and authority of management, including but not limited to the operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for just cause, and the right to relieve employees from duty because of lack of work, inability to perform the work, or for other just reasons, except as provided elsewhere in this agreement. It is recognized that the Employer has the exclusive right to determine the establishment of quality standards and the judgment of the quality of workmanship required. It is understood that the Employer has the exclusive right to the establishment, modification and enforcement of jobsite rules and regulations which are not in direct conflict with any of the provisions of this Agreement.

(i) The Employer agrees to comply with the specific safety requirements of Bulletin No. 202 of the Industrial Commission of Ohio relating to operation of cranes in the vicinity of high tension wires and to follow safety devices as may be recommended by the Industrial Commission.

(j) At the Employer's option, it may require any Iron Worker to sign out for personal tools, such as, but not limited to, hard hats, safety belts, welding hoods, welding gloves, leathers, goggles, etc., which the Iron Worker will retain while in the Employer's employ. Iron Workers shall return such items upon the termination of their employment and upon failure to do so the Employer may deduct the actual

cost of such items from the Iron Worker's paycheck. It is further understood that a safe place will be provided where Iron Workers may leave hard hats, safety belts and personal belongings overnight or during other non-working hours.

(k) It shall be mandatory for all Iron Workers to wear hard hats from the time they arrive on the construction site until they depart, and to wear personal protective equipment where, in the opinion of the Employer, it is necessary. Failure to do so shall be reason for immediate termination of employment.

(l) Where a specific work gang is not complete due to the failure of an Iron Worker to show up at 9:00 A.M., the job steward or foreman may call the Union Hall for a replacement; or the Iron Worker may be replaced from other available employees on the job. The replacement shall report as soon as possible and his/her time shall start at 8:00 A.M. The crew shall continue to work until such time as a replacement reports to work. If the regular crew member does not report to the job by 9:00 A.M. and reports to work after 9:00 A.M. and his/her replacement has been called, the Employer shall, at its option, determine whether the Iron Worker, will or will not work the day. If he/she does work, his/her time will start from the time he/she starts to work.

(m) If the Union after checking with other qualified building trades unions or shops is unable to fill the request of the Employer for employees within a forty-eight (48) hour period after such request for employees (Saturday, Sunday, and Holidays, excepted), the employer may employ qualified workers from any source who will then be required to join the Union within eight (8) days.

(n) BONUS PAY - Employers who elect to pay a bonus for excellent work performance are NOT required to pay

fringe benefits for those employees who receive additional voluntary compensation.

(o) An Employer may use electronic timesheets. However, no Iron Worker shall be required by an Employer to use his/her personal cell phone or other personal electronic device to track his/her work hours, attendance, and/or working location. An Employer may provide Iron Workers electronic devices to track their work hours, attendance, and/or working location, but in no event shall the Iron Worker be required to use, monitor, or power that device outside of the jobsite vicinity. Notwithstanding the foregoing, the Parties will comply with project and customer mandates.

ARTICLE VI STEWARDS

There shall be a working Steward on each job who shall be appointed by the Union's Business Manager or Business Agent. The Steward shall be on the job site at all times when Iron Workers, excluding foreman, are working for an Employer; no work covered by this Agreement will take place unless the Steward is employed at the job site. The Steward shall be a qualified Iron Worker capable of performing work of his/her craft and shall exercise no supervisory authority. In addition to his/her work as an Iron Worker, the Steward shall have the right to receive, but not solicit complaints or grievances. The Steward shall discuss and assist in the adjustment of grievances with the Iron Worker's appropriate supervisor.

1. The steward shall not be transferred from job to job, nor laid off without first notifying the Union.
2. When an Iron Worker is injured on the job, the Steward shall see that he/she is given first-aid, and if

seriously injured taken to the hospital. The Steward shall suffer no loss of time (not to exceed the normal workday), while assisting an injured Iron Worker taking care of his/her tools and clothing, or taking him/her home.

3. The Employer shall not discriminate against the Steward for performance of his/her duties in any way.

4. The Steward shall, in addition to his/her work as an Iron Worker, be permitted to perform during working hours such normal Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall not leave his/her work area without first notifying his/her appropriate supervisor as to his/her intent, the reason therefore, and where he/she can be reached. The Steward shall receive his/her regular craft's rate of pay.

5. The Steward shall be the last Iron Worker to be discharged and shall remain on the job until it is completed. The Steward shall be the last Iron Worker laid off during a temporary work stoppage and shall be the first Iron Worker called back when work resumes. The Steward shall not be transferred from a job while Iron Workers remain on the job.

6. The Employer agrees to notify the Union representative twenty- four (24) hours prior to a termination of a Steward for just cause.

7. Stewards on jobs outside of Cuyahoga County are entitled to devote a space of two (2) hours twice a month to acquire working permits, if necessary, and to transact other Union business, but shall be compensated for such time as if working on the job.

8. The Employer and the Steward shall cooperate in all matters covered by the Agreement.

9. The Steward will be the last Iron Worker on the job, provided he/she is capable of performing the work, excluding the foreman.

ARTICLE VII
WORK HOURS, SHIFT WORK, OVERTIME AND
HOLIDAYS

1. **REGULAR WORKWEEK.** The regular workweek shall consist of 8 hours of work with a 1/2-hour lunch period, Monday through Friday, from 8:00am to 4:30pm, 7:30am to 4:00pm, or 7:00am to 3:30pm.
 - a. Monday through Friday: The first 8 hours worked will be paid at straight time rate. The first two hours of overtime will be paid at 1.5 times the straight time rate. All additional hours will be paid at 2 times the straight time rate.
 - b. Saturday: The first 10 hours worked will be paid at 1.5 times the straight time rate. All additional hours worked will be paid at 2 times the straight time rate.
 - c. Sundays and Holidays: All hours worked will be paid at 2 times the straight time rate.
2. **SHIFT WORK.** An employer can implement shift work for some or all crews subject to the following conditions.
 - a. **Shift Schedules and Differentials:**
 - i. **First Shift:** Shall work and be paid 8 hours at the straight time rate. The first shift will begin between 7:00am and 8:00am.

- ii. Second Shift: Shall work 7.5 hours and receive 8 hours pay at the straight time rate. The second shift will begin between 3:30pm and 4:30pm. Iron Workers working the second shift will receive a shift differential of \$0.25 per hour.
 - iii. Third Shift: Shall work 7 hours and receive 8 hours pay at the straight time rate. The third shift will begin between 11:30pm and 12:30am. Iron Workers working the second shift will receive a shift differential of \$0.50 per hour.
- b. Lunch: A thirty-minute unpaid lunch period shall be scheduled at the midpoint of the scheduled work shift.
 - c. An employer may work a second and/or third shift without a first shift as long as the appropriate shift differential is paid.
 - d. Shifts may not overlap.
 - e. Overtime shall be paid pursuant to the Regular Workweek terms above. Shift differentials shall be included in the calculation of overtime. Overtime shall begin at the start of the First Shift on Saturdays, Sundays, and Holidays (e.g. a Third Shift beginning Monday at 12:15am shall be subject to Sunday overtime provisions).
3. **FOUR 10-HOUR WORKWEEK.** An employer may utilize an alternative workweek of 10 hours of work with a 1/2-hour lunch period, Monday through Thursday, from 8:00am to 6:30pm, 7:30am to 6:00pm, or 7:00am to 5:30pm.

- a. Monday through Thursday: The first 10 hours worked will be paid at the straight time rate. All additional hours worked will be paid at 2 times the straight time rate.
 - b. Friday and Saturday: With the exception of a Friday Make-up Day, the first 10 hours worked will be paid at 1.5 times the straight time rate; all additional hours worked will be paid at 2 times the straight time rate.
 - i. Friday Make-up Day: When 6 or more hours are lost due to inclement weather during the period of Monday through Thursday, Friday may be used as a make-up day. All Friday make-up work must be scheduled as an 8-hour workday. The first 8 hours will be paid at the straight time rate. The first two hours of overtime will be paid at 1.5 times the straight time rate. All additional hours worked will be paid at 2 times the straight time rate.
 - c. Sundays and Holidays: All hours worked will be paid at 2 times the straight time rate.
 - d. If an employer switches from a Regular Workweek to a Four 10-hour Workweek, the switch must be effective on the first day of the pay period. Work schedules may not be switched mid-pay period.
4. HOLIDAY WORKWEEK. When a Holiday falls on a weekday, the Employer may utilize a 10-hour workday for the four (4) non-Holiday weekdays that week. Holiday Workweek pay shall be subject to the same terms of as the Four 10-hour Workweek above, except that the first 10 hours worked on Fridays will be paid at the straight time rate.

5. HOLIDAYS. The observed Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.
 - a. If any Holiday falls on a Sunday, the Holiday will be observed the following Monday.
 - b. There shall be no work on Labor Day except in cases of emergency.
 - c. Foreman and General Foreman will receive 8 hours of straight time pay on Holidays up to 48 hours paid at straight time that week. Such Holiday pay will not be considered hours worked for the purposes of calculating overtime.

6. GENERAL RULES. The above terms are subject to the following general conditions:
 - a. There shall be no pyramiding of overtime rates. 2 times the straight time rate is the maximum compensation for any hour worked.
 - b. All hours worked before or after regularly scheduled work periods are considered overtime, subject to pay at no less than 1.5 times the straight time rate.
 - c. All hours worked in excess of 40 hours in a workweek are considered overtime, subject to pay at no less than 1.5 times the straight time rate.
 - d. If an Iron Worker is continuously employed for 24 hours, he shall be paid the applicable overtime rate for all hours worked until receiving an 8-hour break.
 - e. Alternative work schedules to meet special conditions may be implemented by the Employer with prior written approval by the Union's Business Agent.

**ARTICLE VIII
WAGE RATES**

Effective May 1, 2023 - April 30, 2028

(a) Wages for the first year of this Agreement are as follows (with the following anniversary increases: 2024 (\$2.01), 2025 (\$2.01), 2026 (\$2.00), 2027 (\$2.01)):

	TAXABLE HOURLY RATE	TAXABLE VACATION FRINGE	NON- TAXABLE FRINGE	TOTAL PKG.
Journeyman Ironworker	\$35.83	\$2.50	\$25.96	\$64.29
Journeyman Ironworker				
Foreman	\$38.58	\$2.50	\$25.96	\$67.04
Journeyman Ironworker				
General Foreman	\$39.33	\$2.50	\$25.96	\$67.79
1st Year Appren- tice- 1st Half				
(60% of Scale)	\$21.50	\$2.50	\$25.96	\$49.96
1 st Year Appren- tice- 2nd Half				
(65% of Scale)	\$23.29	\$2.50	\$25.96	\$51.75
2 nd Year Apprentice				
(70% of Scale)	\$25.08	\$2.50	\$25.96	\$53.54
2 nd Year Apprentice @ 6 mo.				
(75% of Scale)	\$26.87	\$2.50	\$25.96	\$55.33
3 rd Year Apprentice				
(80% of Scale)	\$28.66	\$2.50	\$25.96	\$57.12

3 rd Year Apprentice @ 6 mo.				
(85% of Scale)	\$30.46	\$2.50	\$25.96	\$58.92
4 th Year Apprentice				
(90% of Scale)	\$32.25	\$2.50	\$25.96	\$60.71
4 th Year Apprentice @ 6 mo.				
(95% of Scale)	\$34.04	\$2.50	\$25.96	\$62.50

TAXABLE FRINGE BENEFIT BREAKDOWN

(Per Hour Paid)

Vacation Fund \$2.50 Per Hour

NON-TAXABLE FRINGE BENEFIT BREAKDOWN

(Per Hour Paid)

Pension \$10.00 Per Hour

Insurance \$8.24 Per Hour

Annuity \$6.00 Per Hour

HRA \$0.60 Per Hour

NON-TAXABLE FRINGE BENEFIT BREAKDOWN

(Per Hour Worked)

Local Apprentice
Fund \$0.67 Per Hour

I.M.P.A.C.T. \$0.22 Per Hour

C.I.S.P. \$0.23 Per Hour

TOTAL FRINGES \$28.46 Per Hour

PLEASE NOTE: The foregoing rate shall be effective May 1, 2023, and shall be in force until April 30, 2024.

WAGE RATES

Effective May 1, 2024, \$2.01 Increase To Current Package.
Contact Union Hall for Current Wage Rates and Benefit
Breakdowns.

PLEASE NOTE: The foregoing rate shall be effective May 1,
2024, and shall be in force until April 30, 2025.

WAGE RATES

Effective May 1, 2025, \$2.01 Increase to Current Package.
Contact Union Hall for Current Wage Rates and Benefit
Breakdowns.

PLEASE NOTE: The foregoing rates shall be effective May 1,
2025, and shall be in force until April 30, 2026.

WAGE RATES

Effective May 1, 2026, \$2.00 Increase to Current Package.
Contact Union Hall for Current Wage Rates and Benefit
Breakdowns.

PLEASE NOTE: The foregoing rates shall be effective
May 1, 2026, and shall be in force until April 30, 2027.

WAGE RATES

Effective May 1, 2027, \$2.01 Increase to Current Package.
Contact Union Hall for Current Wage Rates and Benefit
Breakdowns.

PLEASE NOTE: The foregoing rates shall be effective
May 1, 2027, and shall be in force until April 30, 2028.

(b) FOREMAN Foreman shall be paid not less than
\$2.75 per hour above the journeyman scale during each of
the periods set forth above.

(c) GENERAL FOREMAN General Foreman shall be paid not less than \$3.50 per hour above the journeyman scale during each of the periods set forth above.

(d) When two or more foreman are employed by the same Employer on the same job, one shall receive the general foreman's rate. When there is more than one foreman, at no time will out-of-town supervision exceed Local 17 supervision in numbers.

(e) General foreman and foreman shall be hired on a straight-time basis, and shall be paid a minimum of forty (40) hours a week/eight (8) hours a day, including paid holidays. Iron Workers mentioned herein shall perform all reasonable duties within the jurisdiction of the Union as ordered by the Employer. If, for any reason beyond the control of the Employer, the job they are on is not operative, the employer has the option to pay General Foreman and Foreman the straight time on jobs bid and worked forty hours or less.

(f) Where jobs or portions thereof start on or after the first day of the week and end any time during the week, they shall be paid only for the time actually employed.

ARTICLE IX
MINIMUM PAY AND REPORTING TIME
INCLEMENT WEATHER EXPENSE

(a) When a Iron Worker reports for work within the jurisdiction of the Union at starting time, and weather does not permit him/her to go to work that day, after reporting he/she shall receive two (2) hours show- up time. This two (2) hours show-up time is flexible to be used either at the beginning of the shift or during the first four (4) hours of the shift. All remaining time of the shift is to be paid for actual time worked.

(b) When Iron Workers are hired to report for work at a specific time and place, the wages for those so reporting shall be computed from the time named in such order and when the Iron Workers are ordered out and work is not ready for them, weather prevents work, or the job lasts less than two (2) hours, they shall be paid for two (2) hour's work.

ARTICLE X PARKING

PARKING: Up to \$10.00 Maximum per day if no free parking is provided within one-quarter (1/4) mile of the jobsite. Parking receipt to be provided to the Employer.

ARTICLE XI PIECEWORK

It is further agreed that Iron Workers 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 Iron Workers will not accept a bonus based on specified performance on any individual job.

ARTICLE XII WORK LIMITATION

The Employer and the Union, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work.

ARTICLE XIII
PAY DAY

(a) The regular payday shall be once a week and wages shall be paid in cash or company payroll check. Establish of ability to pay Employees through direct deposit. This vehicle is optional on behalf of the Employer and Employee.

(b) Iron Workers shall be paid once each week on the job by quitting time. Any Iron Worker who has not been paid by quitting time shall receive 4 (4) hours pay per twenty-four (24) hour period at the regular wage rate until payment is made. The Employer shall not hold back more than three (3) days pay.

(c) When Iron Workers are laid off or discharged, they shall be paid in full on the job immediately, and if required to go to some other point or to the office of the Employer, the Iron Workers shall be paid for the time required to go to such place but no less than 2 hours. When Iron Workers quit of their own accord, they shall wait until the regular payday for the wages due them.

(d) Accompanying each payment of wages shall be a separate statement identifying the Iron Worker and showing hours of pay, rate of pay, amount of each deduction, the purpose thereof, and the year to date totals of said deductions and net earnings.

(e) When an Iron Worker's payroll compensation is incorrect or in dispute the Employer shall have two (2) business days to make the appropriate adjustments.

ARTICLE XIV
SALARY CONTINUATION

An employer may offer injured workers, eligible for Ohio Workers Compensation's temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation. Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the Employee goes off or on temporary total compensation. Since the Employee shall provide no services for said payment or perform any bargaining unit work the employer agrees to pay to the fund thirty (30) hours health and welfare per forty (40) hour week in addition to salary/ wage continuation.

ARTICLE XV
**WAGES DESIGNATED FOR PENSION, INSURANCE,
ANNUITY AND ASSESSMENT CHECK-OFF**

(a) The Employer agrees to pay as wages the amounts enumerated in Article VIII of this Agreement as "Pension Wage," "Insurance Wage," "Annuity Wage," and, if subsequently approved and allocated by the Union, a "Variable Pension Wage." On overtime, these payments will be made on an hour's paid basis.

(b) The amounts required to be paid as "Pension Wage" shall be paid into the Iron Workers Local 17 Pension Fund ("Pension Fund") which was established and administered under the Agreement and Declaration of Trust dated as of May 1, 1965 ("Pension Trust Agreement"), as amended and restated thereafter. Such Pension Trust Agreement shall

conform to all requirements of law and shall be considered as part of this Agreement as though set forth herein. The Pension Trust Agreement shall be administered jointly by an equal number of representatives of the Steel and Iron Contractors Association and the Union.

1. Pursuant to the Pension Protection Act of 2006, the Pension Fund was certified as in “Critical” status effective May 1, 2009. The parties have met and adopted the Alternate Schedule of the Rehabilitation Plan effective August 15, 2008, which was incorporated into this Agreement. The Rehabilitation Plan eliminated adjustable benefits for Participants retiring or terminating employment on or after May 1, 2009. The impacted adjustable benefits included the elimination of Unreduced Early Retirement Benefits and Reduced Early Retirement Benefits paid prior to age 58. The early retirement subsidies between ages 58 and 62 were eliminated in full and between 62 and 65 were changed to a 3% reduction per year. The 30 Year of Continuous Membership eligibility rule for the Unreduced Service Pension, Occupational Disability Benefit, Pre-Retirement Return of Contributions Death Benefit and Five Year Certain Guarantee form of benefit were also eliminated in their entirety. Additionally, the benefit improvement adopted within 60 months prior to May 1, 2008 allowing a restoration of pension credit hours was eliminated.
2. Since adoption of the initial Rehabilitation Plan on August 15, 2008, the Pension Fund has remained in “Critical” or “Critical and Declining” status. The Parties have reviewed and adopted updated Rehabilitation Plans including the most recent Alternate Schedule effective May 1, 2011 which was incorporated into this Agreement.

3. Effective June 1, 2022, the Pension Fund received a Special Financial Assistance grant under the American Rescue Plan Act of 2021. An additional supplemental grant was received January 2023. Due to the receipt of these grant funds, the Parties acknowledge that the Pension Fund will be certified in “Critical” Status through 2051. Additionally it is agreed that the “Pension Wage” in effect as of June 1, 2022 cannot be reduced by the Parties prior to April 30, 2051 unless this restriction is changed by law.

(c) “Insurance Wages” shall be paid into the Iron Workers Local 17 Insurance Benefit Plan (“Insurance Fund”) which was established and administered under the Agreement and Declaration of Trust dated October 1, 1975 (“Insurance Trust Agreement”), as amended and restated thereafter. Such Insurance Trust Agreement shall conform to all requirements of law and shall be considered as part of this Agreement as though set forth herein. The Insurance Trust Agreement shall be administered jointly by an equal number of representatives of the Employers and the Union.

1. The Insurance Wages shall be used to provide medical, prescription drug, vision, dental, life insurance, accidental death and disability, temporary disability benefits to eligible Iron Workers and their families in the form and amount as the Trustees of the Insurance Fund may determine.

2. The Insurance Wages may also provide a Health Reimbursement Arrangement (“HRA”) for eligible Iron Workers and their families to obtain reimbursement on a pre-tax basis for eligible medical expenses as determined under the applicable tax code.

3. The Insurance Wages may also include a deduction for Vacation Benefits to be paid out two times a year to the Iron Worker.
4. The Insurance Wages shall also be used to pay the administrative expenses of the Insurance Fund.

(d) “Annuity Wage” shall be paid to the Iron Workers Local 17 Annuity Fund (“Annuity Fund”) which was established and administered under the Agreement and Declaration of Trust dated May 1, 1978 (“Annuity Trust Agreement”), as amended and restated thereafter. Such Annuity Trust Agreement shall conform to all requirements of law and shall be considered part of this Agreement as though set forth herein. The Annuity Trust shall be administered jointly by an equal number of representatives of the Steel and Iron Contractors Association and the Union.

1. The Annuity Wages shall be used to provide retirement savings benefits under a defined contribution plan only.
2. The Annuity Wages shall be credited to eligible Iron Workers into an individual Account.
3. The Annuity Wages shall also be used to pay the administrative expenses of the Annuity Fund.

(e) “Variable Pension Wages”, if subsequently approved and allocated by the Union, shall be paid into the Iron Workers Local 17 Variable Pension Fund (“Variable Pension Fund”) which will be established and administered under an Agreement and Declaration of Trust (“Variable Pension Trust Agreement”). Such Variable Pension Trust Agreement shall confirm to all requirements of law and, once established, shall be considered part of this Agreement as though set

forth herein. The Variable Pension Trust Agreement shall be administered jointly by an equal number of representatives of the Steel and Iron Contractors Association and the Union.

1. The Variable Pension Wages shall be used to provide retirement benefits under a defined benefit plan only.
2. The Variable Pension Wages shall be used to provide a retirement benefit to eligible Iron Workers which is adjusted annually based upon a definite formula established by the Trustees to maintain full funding of the Variable Pension Plan.
3. The Variable Pension Wages shall also be used to pay the administrative expenses of the Variable Pension Fund.

(f) "Assessments and Check Off Wages" shall be paid to the Union.

- 1) Effective April 1, 2000, a Union working assessment check- off of four and on half percent (4.5%) of gross pay paid to each Iron Worker covered by this Agreement shall be maintained through the medium of payroll deduction from the Iron Worker's hourly rate.
- 2) A signed authorization card shall be provided for this deduction by the Union. Deposits for this deduction must be made on or before the fifteenth (15) day of the month following the month worked.

(g) Payments by the Employers to the Iron Workers Fringe Benefits Funds, Inc., which cover all Employer contributions and withheld assessments as outlined in the

previous Articles shall be paid on the fifteenth (15) day after the end of the month in which the work is performed and if not paid on or before such date, the Employer shall be considered delinquent. If the payments and monthly report are not received by the last day of the month following the month in which the hours were worked, the delinquent Employer will be subject to and agrees to pay a delinquency assessment of ten percent (10%) of the amount due plus one percent (1%) for each month the Employer remains delinquent, to cover the additional cost and expense of administration during the period of delinquency. Whenever any Employer is delinquent, the Union may (a) require such Employer to post a larger bond (reasonably calculated to provide for the wages and fringe contributions and deductions called for by this Agreement, based on the number of employees and hours of work for the Employer) and/ or (b) require the Employer to pay its contributions and deductions payable by the terms of this Agreement under the provisions of any of the Agreements and Declarations of Trust of the Fringe Benefit Funds either in cash or by cashier's check, certified check or money order on a weekly basis. If any Employer remains delinquent for more than two weeks, then the Union may remove Iron Workers from the employ of such delinquent Employer, and such removal shall not be considered as a violation of this Agreement. In addition, the Trustees of the various Fringe Benefit Funds may take whatever action they deem necessary to collect said delinquent accounts.

(h) The Employer agrees to permit an audit or examination of his financial records and books by the Trustees of the various Funds, including, but not limited to, the Plan Administrator and /or Plan Payroll Auditor or their agents, as the Trustees of said Fringe Funds may from time to time authorize. If as a result of said audit or examination a substantial deficiency in payments to the Fringe Funds is

discovered, the Trustees of said Fringe Funds may assess the cost of said audit or examination to the Employer, and said cost shall be collectible as any other amount due from the Employer to said Fringe Funds. In addition to assessing the cost of audits or examinations to the Employer, the Trustees of said Fringe Funds may assess reasonable attorney's fees and costs of any legal actions undertaken by the Trustees to collect the deficient payments and said reasonable attorney's fees and costs shall be collectible as any other amount due from the Employer to the Fringe Funds.

(i) The employer hereby adopts and agrees to be bound by all the terms and provisions of the trust Agreements as well as any rules and regulations established thereunder by the Trustees for Funds covered by this agreement and as the same are amended from time to time as if the Employer was party thereto. The employer further agrees to be bound by the rules and procedure for the collection of contributions as they are established or as they will be amended from time to time by the Trustees of such Funds; including, but not limited to, provisions relating to Employer liability for interest charges as set by Trustees, attorney fees and audit fees.

(j) In the event a State or National Health Insurance Law becomes effective under which the parties to this Agreement are required or choose to participate, the Parties agree to meet and discuss appropriate courses of action regarding continuation of all, none, or part of the then existing Iron Workers' Local No. 17 Insurance Benefits Plan. In such discussion, the Parties shall consider the benefits provided under the existing plan, the costs thereof; the benefits of the State and Federal Insurance Program and the cost thereof; the methods of financing such State or Federal Program including Employer payments, Iron Worker payments, taxes, and various combinations thereof.

ARTICLE XVI
IRONWORKER MANAGEMENT PROGRESSIVE
ACTION COOPERATIVE TRUST
(IMPACT)

(a) There is hereby established an Ironworker Management Progressive Action Cooperative Trust. Effective August 1, 2006. Employers subject to the terms of this agreement who employ Iron Workers within the territory covered by this agreement shall abide by all terms and conditions of the Ironworker Management Progressive Action Cooperative Trust as follows:

(b) A Declaration of Trust shall be prepared by IMPACT and copies shall be available for inspection by the parties or other interested persons at the Iron Workers Local Union No. 17 office. Said Trust shall be deemed part of this agreement.

(c) The general purposes of the Trust to include but not limited to the improvement and development of the ironworker industry through education, training, communication, cooperation and governmental lobbying and legislative initiatives.

(d) The Trust is intended as a labor-management committee within the meaning of Section 302 (c)(9) of the Labor Management Relations (“Taft-Hartley”) Act so as to permit Employer Contributions. It is further intended that the Trust Qualifies as a tax exempt Trust under section 501 (c) (5) of the Internal Revenue Code and other applicable tax laws.

(e) The IMPACT contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrade Fund and the Institute of the Ironworking Industry.

(f) Each outside and Regional Local Union shall pay an International Supplemental Per Capita Tax of three-eighths of one person ($3/8$ of 1%) of the applicable hourly journeyman wage rate for each hour worked per member per month to the International Ironworkers Organizing Fund. The Fund may be used to defray the cost of the research, education, legal, administrative, and political support to assist in organizing. The General Executive Board shall provide rules and regulations governing the administration of the Fund.

(g) Each Local Union shall, after receiving the approval of the General Executive Board, notify, in writing, their fair employers and contractors in their jurisdiction not less than sixty (60) days in advance of any proposed new agreement and working rules and when requesting the aforementioned approval of the General Executive Board, the Local Union shall submit two (2) copies of its proposal, which shall not be submitted to their employers until same has been approved by the General Executive Board. The final draft of all new agreements and working rules and/or final draft of all changes in existing agreements and working rules shall be submitted to and approved by the General Executive Board before they are signed by the officers of the Local Union, and any such agreement or working rules or amendments thereto which have not been approved by the General Executive Board shall have no binding force or validity. All agreements in the craft jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers shall include mandatory participation language for the Ironworkers Management Progressive Action Cooperative Trust (IMPACT) to be paid at the rate of five-eighths of one percent ($5/8$ of 1%) of the applicable hourly journeyman wage rate for each hour worked by Outside and Regional Local Unions. The General Executive Board shall not approve any agreement that does not include the above contribution to IMPACT. Local Unions which fail or refuse to comply with

the provisions of this Section or Section 28d or that violate an agreement after approval of same by the General Executive Board will be subject to the forfeiture of this charter, and the officers or members of Local Unions violating the provisions contained in this Section or Section 28d shall be subject to charges, and after trial, such penalty as the General Executive Board may deem proper.

ARTICLE XVII BONDING REQUIREMENTS

(a) Each Employer of five (5) or fewer Iron Workers shall be required to post with the Union a bond of Thirty Thousand Dollars (\$30,000.00).

(b) Each Employer of six (6) to Fifteen (15) Iron Workers shall be required to post with the Union a bond of Sixty Thousand Dollars (\$60,000.00).

(c) Each Employer of sixteen (16) or more Iron Workers shall be required to provide the Union with an appropriate bond, to secure the same items and matters and which bond shall in no event be less than One Hundred Twenty Thousand Dollars (\$120,000.00).

1. The said bond shall be filed with the Union no later than two days before the start of any job. If said bond is not so filed, the Union may remove Iron Workers from the employ of the Employer and such removal shall not be considered a violation of the Agreement.

2. On jobs of five (5) days' duration or less, the Union representative will have the right to waive the bonding provisions of this Agreement.

3. Should an Employer fail to post bond as provided herein, said Employers shall post a cash bond not less than \$5,000 or in amount to be determined by the Union

and they must make weekly payments of wages and fringe benefits.

4. Any Employer without a proper bond on file shall be given thirty (30) calendar days to remit said bond to the Union office and Association. If an Employer has fails to post bond timely, fails to post the required cash bond and/or fails to make weekly payments of wages and fringe benefits, the Union may remove Iron Workers from the employ of such delinquent Employer and such removal shall not be considered as a violation of this Agreement. In addition, Employer will be subject to the following Assignment and Joint Check Agreement for Payment of Fringe Benefit Contributions (“Joint Check Agreement”) as follows:

A. Employer acknowledges that it is obligated to pay contributions to the Funds under Article XV of this Agreement and the trust agreements of the Funds.

B. Employer acknowledges that it has performed and/or will perform work covered by this collective bargaining agreement. Employer also acknowledges and agrees that the Funds may proceed, or have already proceeded, to enforce their rights to collect any and all contributions owed by Employer in one or more legal proceedings.

C. For the value received, Employer hereby unconditionally and irrevocably assigns and transfer to the Funds all of Employer's rights, title, and interest, whether legal or beneficial, in any amounts now or hereafter payable to Employer by Owner(s), Prime Contractor(s) General Contractor(s), or other Contractors to the Funds until any and all contributions and monies owed by Employer to the Funds are paid in full.

D. Employer fully warrants that it has full rights and authority to enter into this Joint Check Agreement. This assignment shall be binding upon and insure the benefit of

the parties and their successors and assigns. Employer will sign any documents or agreements necessary to give effect to this Joint Check Agreement.

E. Under this Joint Check Agreement, the Employer and Union agree that all retainage and other monies due to the Funds shall be made payable to the order of Local 17 Fringe Benefit Funds, Inc. to satisfy contributions owed by Employer. Before issuing any check(s) pursuant to this Joint Check Agreement, Owner(s), Prime Contractors, General Contractor(s) or other Contractors may contact the following to determine the amount of the contributions, if any, owed by Employer:

Administrative Manager,
Local 17 Fringe Benefit Funds, Inc.
5600 New King Drive, Suite 330
Troy MI 48098 (800) 788.8406

F. Employer acknowledges that monies payable to it by Owner(s) or General Contractor(s) and assigned and transferred to the Funds pursuant to this Joint Check Agreement are the sole property of the Funds and are not property of Employer, and Employer's receipt of any such payments shall be held in trust for the benefit of the Funds.

5. The Union will file a current list of bonded Employers with the Construction Employers Association and update it quarterly.

(d) On an annual basis during the first quarter of the calendar year, the parties shall jointly request copies of each Employer's bond, which each Employer must provide to the Union and Association within thirty (30) days of the written request. Employers who fail to provide copies of an adequate bond on a timely basis shall be deemed without bond and in violation of this Article XVII and shall be subject

to an expedited grievance procedure, brought by the union and/or a joint labor management committee comprised of at least one representative of the Association and the Union. Any Employers without a proper bond on file shall be given thirty (30) calendar days to remit said bond to the Union office and Association. Any Employer who fails to do so must provide the Union an executed copy of the Assignment and Joint Check Agreement for Payment of Fringe Benefit Contributions ("Joint Check Agreement"). Employers contracting with the unbonded Employer shall honor said Joint Check Agreement.

ARTICLE XVIII FOREMEN

(a) There shall be no restriction as to the employment of foremen or pushers. The Employer may employ on one piece of work as many foremen or pushers as in its judgment is necessary for the safe, expeditious and economical handling of the same. Foremen shall not carry or work continuously with the tools after there are seven (7) or more Iron Workers in a gang.

(b) When one Iron Worker is employed and is required to read working detailed drawings, he/she shall be paid foreman's rate; and when two Iron Workers are required, one shall be a foreman.

(c) When there is more than one foreman, at no time will out-of-town supervision exceed Local 17 supervision in numbers.

ARTICLE XIX WELDERS AND HIGH TENSION BOLTS

(a) Each welder will be provided with a journeyman Iron Worker who shall assist the welder, to help on the fittings, look out for his/her safety and do any other work

pertaining to the general scope of the welding operation. In situations where the welding does not require the number of assistants as indicated above, an agreement will be reached between the Union's Business Agent and the superintendent to make adjustment accordingly, fully recognizing that many jobs do not require any additional help to the welder, or require help to a much lesser degree.

(b) When high tensile bolts are used, one Iron Worker shall stick the bolts and two Iron Workers shall constitute a crew for impacting. When two or more crews are employed, one Iron Worker shall be paid a foreman's rate. In situations where mechanical fasteners do not require the number of Iron Workers as indicated above, an agreement will be reached between the Union's Business Agents and Management to make adjustments accordingly, fully recognizing that many jobs require help to a much lesser degree.

ARTICLE XX IRON WORKER TOOLS

(a) Iron Workers shall furnish for their own use all necessary hand tools to enable them to effectively carry out the job. Tools broken on the job shall be replaced with in kind replacements by the Employer, such as drills, taps, hackblades, etc. No Iron Worker shall be held responsible for the loss of tools or equipment in his/her charge.

(b) In case of fire on a job at any time, the Employer shall be held responsible for mechanic's loss of clothing or tools. Reasonable proof of loss shall be provided. The Employer shall also be responsible for loss of tools due to theft if same occurs as a result of forcible entry during non-working hours. Tools must be registered with the Employer. The amount of loss due to fire or theft shall not exceed three-hundred dollars (\$300.00) for each individual's loss.

(c) When tools are to be checked out or in, it shall be done during working hours.

ARTICLE XXI
DRINKING WATER & CLOTHES ROOM

The Employer shall furnish suitable drinking water at all times and clean suitable shelter in which the Iron Workers may eat lunch and keep their clothes. Such shelter shall be heated in cold weather.

ARTICLE XXII
COMPENSATION INSURANCE

The Employer must at all times provide Workers' Compensation Insurance and post in a conspicuous place evidence of compliance.

ARTICLE XXIII
APPRENTICESHIP

(a) The Parties signatory hereto agree to the establishment of a Joint Apprenticeship Committee in accordance with the provisions of the Iron Workers Apprenticeship and Training Standards," as contained in Article XXIII of the International Constitution. Said Committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said Standards.

(b) On structural work one (1) apprentice may be employed to every four (4) journeymen. On rod work one (1) apprentice may be employed to every three (3) journeyman. On all finishing, steel sash, stairway and ornamental work, one apprentice may be employed for every two (2) journeymen. One (1) apprentice may be employed for every sheeting gang. On roadway signage and sound barriers,

the ratio of apprentices to journeyman shall be two (2) apprentices to one (1) journeyman. Unloading and erection of light gauge metal trusses, two (2) apprentices for every two (2) journeyman. On pre-engineered metal buildings apprentice ratio may be as referenced in Article I Section (o).

(c) During each of the periods herein set forth, apprentices shall be paid as follows: (it being understood that this rate shall apply to new apprentices indentured after the date of the signing of this Agreement):

First Year (1 st half)	60% of journeyman's rate
First Year (2 nd half)	65% of journeyman's rate at 6 months
Second Year (1 st half)	70% of journeyman's rate
Second Year (2 nd half)	75% of journeyman's rate at 6 months
Third Year (1 st half)	80% of journeyman's rate
Third Year (2 nd half)	85% of journeyman's rate at 6 months
Fourth Year (1 st half)	90% of journeyman's rate
Fourth Year (2 nd half)	95% of journeyman's rate at 6 months

(d) The Employer agrees to pay the "Local Apprenticeship Fund Wages" the amount enumerated in Article VIII of this Agreement. "Local Apprenticeship Fund Wages" shall be paid into the Iron Workers Local 17 Training Program Trust ("Apprenticeship Fund") which was established and administered under the Agreement and Declaration of Trust dated July 1, 1964 ("Apprenticeship Trust Agreement"), as amended and restated thereafter. Such Apprenticeship Trust Agreement shall conform to all requirements of law and shall be considered part of this Agreement as though set forth herein. The Apprenticeship Trust Agreement shall be administered jointly by an equal number of representatives of the Steel and Iron Contractors Association and the Union.

- 1) The Local Apprenticeship Fund Wages shall be used to provide apprentice recruitment, training, skill certifications and health and safety accreditations along with journeyman upgrades.
- 2) The Local Apprenticeship Fund Wages shall also be used to pay the administrative expenses including the hiring of an Apprenticeship Coordinator for the Apprenticeship Fund.
- 3) Payments into the Apprenticeship Fund shall be made in accordance with the rules set forth in Article XV(g) through (i).

(e) Provided Iron Worker Apprentices are indentured and available, Employers shall employ an apprentice on structural, reinforcing, and rigging work when his/her Iron Worker work force exceeds applicable numbers as outlined in section "b" above. With larger Iron Worker journeymen work forces, the Employer shall employ a number of additional indentured and available apprentices; such number to be developed by considering the size of the Employer's journeyman work force, the number of Iron Workers working in the Union and the number of registered apprentices. On all finishing, steel sash, stairway and ornamental work, one (1) apprentice shall be employed for every two (2) journeymen or on the same basis as above. One (1) apprentice shall be employed for every sheeting gang or as provided above.

ARTICLE XXIV JURISDICTIONAL DISPUTES

(a) The provisions of this section are subject to Article I, "Craft Jurisdiction," Section (a).

(b) It is expressly understood that working rules, bylaws, conditions, practices or customs unless same are specifically mentioned in this Agreement, shall not be interpreted as being part hereof.

(c) It is further understood that the provisions of this section of Agreement shall govern the employment of and the conditions under which Iron Workers shall work in Cuyahoga, Ashtabula, Erie, Geauga, Huron, Lake, Medina, Portage, Summit and Lorain counties.

ARTICLE XXV SETTLEMENT OF DISPUTES

(a) Except as otherwise provided in subsection (b) of this Article, all disputes arising under the Agreement shall be resolved as follows. There shall be a Joint Grievance Committee consisting of three (3) representatives of the Employer and three (3) representatives of the Union. Should any dispute or disagreement arise between the Parties hereto under the operations of this Agreement, it shall be reported in writing to the Chairman or Secretary of such Committee (or to the Executive Vice-President of the Construction Employers Association, if a Chairman or Secretary has not been selected, who shall notify the Parties hereto to select members to serve as a Joint Grievance Committee).

A meeting of the Joint Grievance Committee shall be convened within seventy-two (72) hours, to consider the grievance/dispute. All matters coming before the Committee shall be decided by a majority vote Four (4) members of the committee, two (2) from each of the Parties hereto, shall be a quorum for the transaction of business, but each Party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. The Joint Grievance Committee has the right to assess financial and/or other specific remedies for those who violate the Collective Bargaining Agreement. The decision of the Joint Grievance Committee shall be final and binding upon all parties. Pending the conclusion of the Joint Grievance Committee there shall be no stoppage of work.

If the vote of the Committee results in deadlock, so that a definite settlement of the dispute cannot be reached, the dispute shall be submitted to a Board of Umpires, comprised of one (1) representative selected by the Employer and one (1) representative selected by the Union, and a third member to be selected by the two (2) thus chosen, for decision by such Board of Umpires by a majority vote. In the event that these two (2) members cannot agree upon a third member of the Board of Umpires within three (3) days after their appointment, he/she shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service. The cost of such arbitration shall be borne equally by both Parties to the arbitration. All decisions arrived at by majority vote, as provided for in this Article, shall be binding upon the Parties.

(b) If an Employer party to this Agreement should fail to make timely payments of any amounts incurred by operation of Article XV of this Agreement (Wages Designated for Pension, Insurance, Annuity and Assessment Check-off), the respective Trust Fund shall have the option to submit such delinquency for binding arbitration as provided for in subsection (a), or to elect instead to file a lawsuit to collect such delinquency, without any need to resort to arbitration. The Fund Administrator is required to notify both the Union and Construction Employers Association before legal action is taken.

ARTICLE XXVI STRIKES AND LOCKOUTS

(a) 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 the Joint Grievance Committee, in accordance with Article XXV, failure on the part of either Party to carry out the award

of the Joint Grievance Committee or Board of Umpires, or as otherwise provided in this Agreement.

(b) 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 provisions of this Agreement for any Iron Worker 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 or the Building and Construction Trades Council.

ARTICLE XXVII SUBCONTRACTING

(a) The Employer agrees that he will not subcontract jobsite work covered by this Agreement which is to be performed at time when employees of the Employer are working at such site under the terms of this Agreement to any Employer which does not have, at the time the work is to be performed, a collective bargaining relationship with a building trades union covering such work, whose members receive the prevailing wage rates.

(b) The Employer agrees that any portion of the work covered by this contract to be done at a jobsite shall be done either by its own forces in accordance with the terms of this Agreement, or by subcontractors who have signed agreements with the Union.

(c) The provisions of this Section are enforceable only through the arbitration procedure and/or legal action, and this Section shall in no way be construed to permit any form of threats, coercion, restraint or force.

ARTICLE XXVIII
CONSTRUCTION INDUSTRY SERVICE PROGRAM

(a) Employers subject to the terms of this Agreement who employ Iron Workers within the territory covered by this Agreement shall abide by all terms and conditions of the Construction Industry Service Program as follows:

1. A Declaration of Trust shall be prepared by the Construction Employers Association and copies shall be available for inspection by the Parties or other interested persons at the office of the Construction Employers Association. Said Trust shall be deemed a part of this Agreement.

2. Each Employer covered by this Agreement shall pay said Trust an amount equal to 0.36% of the total hourly package for wages and fringe benefits (rounded up or down to the nearest penny) for each hour worked by the Employer to each Iron Worker covered by this Agreement. CISP will notify the Union of the CISP amount and calculation for each year of the Agreement, and the Union's posted wage sheets shall reflect said amount. Additional CISP contribution amounts shall be in addition to the agreed-upon annual wage increases and added to the total package.

3. The purpose of the Trust shall be to promote the common good of the construction industry in the Greater Cleveland area by providing financial support for various activities such as:

A. Payment of management's cost in connection with joint apprenticeship programs in the construction industry.

B. Payment of management's expenses in creating, operating and maintaining additional educational

and training facilities for the benefit of the construction industry and its employees.

C. Payment of management's expenses for the improvement of safety practices in the construction industry in the Greater Cleveland area.

D. Payment of management's expenses in connection with the administration of activities jointly administered with unions in the construction industry in the Greater Cleveland area. (The Industry Service Program is not a program jointly administered with the unions in the construction industry.)

E. Payment of management's expenses in connection with the establishment of a public relations program for the benefit of the construction industry in the Greater Cleveland area.

F. Payment of management's expenses in connection with the collection and distribution of wage and related data to all segments of the construction industry in the Greater Cleveland area to insure conformity by all Employers with the terms and conditions of such wage agreements.

G. Payment of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.

(b) It is agreed by the Employer that the Construction Industry Service Program Trust Fund shall not be used for lobbying in support of anti- labor legislation of any kind at municipal, state or national levels or to subsidize any contractors or contractor association in connection with any work stoppage or strike.

(c) The Trustees of said Program shall comply with all present and future federal laws governing the same.

(d) Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees. Delinquent contributions shall be subject to such penalties as the Trustees may prescribe from time to time.

(e) The Union shall have no participation or control of any kind or degree whatsoever nor shall the Union be connected in any way whatsoever with the Construction Industry Service Program.

ARTICLE XXIX SCOPE OF AGREEMENT

This Agreement contains all of the provisions agreed upon by the Employer and the Union. Neither the Employer nor the Union will be bound by rules, regulations, or agreements not herein contained except interpretations or decisions issued pursuant to the provisions of Article XXV Settlement of Disputes

ARTICLE XXX HEALTH AND SAFETY RESPONSIBILITY

(a) It is agreed that the Employer is responsible for and has the authority to ensure health and safety at the work place in accordance with this Agreement and all applicable state and federal laws and regulations.

(b) It is specifically agreed that nothing stated in this Agreement or in the General Working Rules set out by the International is meant to shift any of the Employer's traditional responsibility for job safety over to the Union or its agents. It is specifically understood that the Employer has exclusive

responsibility for health and safety at the work place and any language set out in this Agreement which speaks to the Union's right to communicate with the Employer over issues, shall not be interpreted to hold the Union or its agents responsible for health and safety matters. The Employer is solely and completely vested with its traditional responsibility in this respect.

(c) In accordance with OSHA (29 CFR 1926/1910) requiring safety training and education, the Union shall provide to each Iron Worker an Outreach Safety Training Program certified by the U.S. Department of Labor.

(d) Additional safety and education training as required by the Employer shall be made available to the Ironworker. This training will be at no cost to the Iron Worker and no wages and/or fringes will be paid by the Employer.

(e) The Employer shall assure that each Iron Worker has been provided training per OSHA 1926.753 under the new SENRAC standards when implementing a multiple lift rigging assembly.

(f) MONITORING, AWARENESS AND RESPIRATOR SAFETY ("MARS") Program: All Iron Workers receive the following on an annual basis:

1. OSHA medical respiratory questionnaire;
 2. Silica medical evaluation, including chest X-Ray;
- and
3. Respirator Fit test.

Each Iron Worker's drug-free card shall display the manufacturer, make and model number of the respirator(s) said employee is eligible to wear as a result of the above evaluations and tests. The third party administrator of the

Construction Industry Substance Abuse Program (CISAP) shall track and document all appropriate information for each employee. The aforementioned items shall be paid and funded through the Construction Industry Service Program (CISP). Details concerning the implementation of this MARS Program shall be discussed and, if necessary and amended within the context of an industry Labor-Management Committee in which the parties will participate. Each Employer is responsible for: (a) job-site air sampling; (b) providing silica and respirator training to employees; and (c) purchasing and maintaining appropriate respirators, filters and cartridges.

ARTICLE XXXI JOINT COMMITTEE

(a) A Joint Committee will be formed to meet on a regular basis, not less than quarterly, to discuss, review, amend and modify the current Agreement, consider mutually beneficial labor-management projects with potential IMPACT support, and review any contractor fringe contribution delinquencies that may exist.

(b) The Joint Committee shall consist of two members appointed by the Association and two members appointed by the Union.

ARTICLE XXXII SAVING 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 or portion of this Agreement, shall not invalidate the remaining portions thereof; provided, however, upon

such invalidation the Parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXXIII FAVORED NATION CLAUSE

If the Union shall furnish Iron Workers to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein, the Union agrees that such more favorable wage rates and conditions other than those contained in a market retention agreement shall automatically be extended to the Employer Special local, area or national agreements negotiated to cover specific projects or classes of work shall be excluded from operation of this provision.

ARTICLE XXXIV DURATION AND TERMINATION

(a) The term of Agreement shall be; five (5) years.

(b) The working conditions to remain as per this Agreement between the Union and the Steel and Iron Contractors Association and the Construction Employers Association of Cleveland, for five (5) years; May 1, 2023 - April 30, 2028. Unless written notice is given by either party to the other at least four (4) months prior to such date or 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 by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notices 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 this time.

IN WITNESS WHEREOF, we the undersigned, the STEEL AND IRON CONTRACTORS ASSOCIATION, CONSTRUCTION EMPLOYERS ASSOCIATION OF CLEVELAND, and the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL and REINFORCING IRON WORKERS UNION LOCAL NO. 17, hereunto affix our hands as such representatives for and on behalf of such associations and the Union, its officers and agents, at Cleveland, Ohio, as of the 1st day of May 2023.

For the Union:

Rich Jordan
Josh Reese
Daniel Munnings
Scott Munnings
Ed Muhlhan Jr.
Brian Murray
Pat Carey
Zeke Vrooman
Bethany Lapp
Jake Gaydosh
Geoff Cody
Curt Ferguson

For the Employer:

Bernie Nowak, Chairman
Jeremy Angel
Jim Mirgliotta
Frank Diener
Mitch Gelofsack

Tim Linville (ex officio)

IRONWORKERS UNION LOCAL NO. 17
BOUNDARY LINES

CLEVELAND LOCAL NO. 17 WITH: TOLEDO, OHIO
LOCAL NO. 55

WEST BOUNDARY LINE: Sandusky, Ohio

Columbus Avenue north to Sandusky Bay (and/or Lake Erie); Columbus Avenue south to present Route 4; Route 4 south to present Route 99; from Route 99 south to old Route 224 - all territory to the west of the boundary line is to be within the jurisdiction of Local Union No.55, Toledo, Ohio.

All territory to the east of the boundary line is to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio.

Kelly's Island is to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio.

All bridges, tunnels, viaducts, etc., relative to these boundary lines shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

CLEVELAND LOCAL NO. 17 WITH: PITTSBURG,
PENNSYLVANIA LOCAL NO. 3

EAST BOUNDARY LINE: Ashtabula, Ohio

For the purpose of determining State Prevailing Wage Rates and Federal Davis-Bacon Wage Rates in Ashtabula County in Ohio, the wage and benefit package of Local Union No. 17 shall prevail.

All territory from the Geauga County Line on the West boundary North of State Route 6 and West of State Route 11 and North of Interstate Route 90 to the Pennsylvania Line on the East boundary shall fall under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

CLEVELAND LOCAL UNION NO. 17 WITH: CANTON,
OHIO LOCAL NO. 550

SOUTH BOUNDARY LINE: Canton, Ohio

All territory north of old Route 224 line to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio.

All bridges, tunnels, viaducts, signs, etc., relative to old Route 224 line to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio.

All territory south of old Route 224 line is to be within the jurisdiction of Local Union No. 550, Canton, Ohio, except for everything within the city limits of Barberton, Ohio, which shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

READING FROM LEFT TO RIGHT, OR WEST TO EAST:

Route old 224 line: Greenwich Avenue - Wooster Road or East Avenue.

Route old 224 line: New 224 line including Cloverleaf.

East Waterloo Road: New 224 line - Attwood Road - Old Route 224.

This will be considered to be the old Route 224 line, except for everything within the city limits of Barberton, Ohio, which shall be under the jurisdiction of Local Union No.17, Cleveland, Ohio.

CLEVELAND LOCAL NO. 17 WITH: YOUNGSTOWN, OHIO
LOCAL NO. 207

SOUTHEAST BOUNDARY:

West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local Union No. 207, Youngstown, Ohio.

Local Union No. 17, Cleveland, Ohio and Local Union No. 207, Youngstown, Ohio has agreed that the Ohio County of Ashtabula, shall be as follows:

Ashtabula County in Ohio-All territory from the Portage County Line on the West boundary South of State Route 6 and East of State Route 11 and South of Interstate Route 90 to the Pennsylvania Line on the East boundary shall fall under the jurisdiction of Local Union 207, Youngstown, Ohio.

Everything south, starting at the Geauga County line, shall be under the jurisdiction of Local Union No. 207, Youngstown, Ohio.

CLEVELAND LOCAL NO. 17 WITH: LOCAL NO. _____

NORTH BOUNDARY:

The east boundary line and the west boundary line continuing north half-way across Lake Erie.

STEEL AND IRON CONTRACTORS ASSOCIATION

Construction Center 950 Keynote Circle, Suite 10
Cleveland, Ohio 44131-1802

(216) 398-9860

Jeremy Angel
President, S & I.C.A.

CONSTRUCTION EMPLOYERS ASSOCIATION

Construction Center 950 Keynote Circle, Suite 10
Cleveland, Ohio 44131-1802

(216) 398-9860

Tim Linville
Chief Executive Officer

**CONSTRUCTION EMPLOYERS ASSOCIATION
NEGOTIATING COMMITTEE**

Bernie Nowak, Chairman
Jim Mirgliotta
Frank Deiner
Jeremy Angel
Mitch Gelofsack
Tim Linville (ex officio)

**ASSIGNMENT OF BARGAINING RIGHTS CEA
MEMBERS**

A.E. Steel Erectors
Brookpark Design Builders / Max Steel ErectorsCarroll
Glass
Chemsteel Construction Co.
Forest City Erectors
Foundation Steel, LLC
GEM, Inc.
Industrial First
Kelley Steel Erectors
Kokosing Industrial, Inc.
Matt Construction Services
Mid State Restoration
Norris Brothers Co.
North Coast Concrete

Olmsted Falls Erecting Co.
Phoenix Cement Contracting
Platform Cement
Precast Services
R.G. Smith Company
ROMA Designs Construction, LLC
Rudolph Libbe, Inc.
Ruhlin Company
Selinsky Force, LLC
Standard Contracting & Engineering
Union Industrial Contractors
Xtreme Elements, LLC

**MEMORANDUM OF UNDERSTANDING ALTERNATIVE
DISPUTE RESOLUTION**

1. Whereas Alternative Dispute Resolution (ADR) programs have effectively been developed and adopted by numerous labor unions and their respective contractor associations throughout the United States; and

Whereas the successful implementation of these programs have benefited both labor and management;

Now therefore let it be resolved that if during the term of this Agreement, the Ohio Revised Code authorizes ADR programs in the Ohio Workers' Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

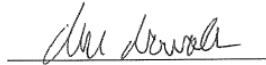
2. Should the Pension Protection Act of 2006 (PPA) be amended during the term of this agreement, the Parties agree to meet and negotiate in good faith a program consistent with said amendments.

THE FOREGOING AGREEMENT REPRESENTS THE SETTLEMENT REACHED IN COLLECTIVE BARGAINING, SUBJECT TO RATIFICATION:

FOR THE UNION:

A handwritten signature in black ink that reads "Rich Jordan". The signature is written in a cursive style and is positioned above a horizontal line.

FOR THE ASSOCIATION:

A handwritten signature in black ink, which is illegible due to its cursive nature. The signature is written above a horizontal line.

NOTES

NOTES

**IRON WORKERS'
LOCAL UNION NO. 17**

1544 East 23rd Street
Cleveland, OH 44114

Telephone Numbers: (216) 771-5558

Akron Office: (330) 535-6913

Toll Free Number: 1-800-774-5558

Fax Number: (216) 771-8242

TITLE

FIN.SEC/TREAS/BUS MGR
PRESIDENT
VICE PRESIDENT
RECORDING SECRETARY
BUSINESS AGENT WEST
BUSINESS AGENT EAST
BUSINESS AGENT AKRON
EXECUTIVE BOARD
EXECUTIVE BOARD
EXECUTIVE BOARD
EXECUTIVE BOARD
EXECUTIVE BOARD
EXAM BOARD
EXAM BOARD
EXAM BOARD
TRUSTEE
TRUSTEE
TRUSTEE
CONDUCTOR
SERGEANT-AT-ARMS
POLITICAL COORDINATOR

NAME

RICH JORDAN
JOSH REESE
DANIEL UNNINGS
PAT CAREY
SCOTT MUNNINGS
ED MUHLHAN JR.
BRIAN MURRAY
ZEKE VROOMAN
BETHANY LAPP
JAKE GAYDOSH
GEOFF CODY
CURT FERGUSON
TIM WHITTINGSLOW
MATTHEW SCHMITZ
RAMON SANTIAGO
ROB KAHOUN
JOE GULASEY
OLEN STEELMAN
PAT MCTAGGART
JAMES LEGGINS
BILL DEVITO

