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Title: **Labor Relations Division, Associated General Contractors of Massachusetts and Building Trades Employers Association of Boston and Eastern Massachusetts, Inc. and International Association of Bridge, Structural, and Reinforcing Ironworkers, Local 7 (2000)**

K#: **8558**

Employer Name: **Labor Relations Division, Associated General Contractors of Massachusetts and Building Trades Employers Association of Boston and Eastern Massachusetts, Inc.**

Location: **Boston MA**

Union: **International Association of Bridge, Structural, and Reinforcing Ironworkers**

Local: **7**

SIC: **1790**

NAICS: **23622**

Sector: **P**

Number of Workers: **1200**

Effective Date: **09/16/00**

Expiration Date: **09/15/06**

Number of Pages: **73**

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K8558
1,200 workers

75 pgs.

2000 - 2006 AGREEMENT

BETWEEN

LOCAL UNION NO. 7 BOSTON, MASSACHUSETTS

OF THE

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS

AND

BUILDING TRADES EMPLOYERS' ASSOCIATION OF BOSTON AND EASTERN, MASSACHUSETTS, INC.

AND

LABOR RELATIONS DIVISION OF THE ASSOCIATED GENERAL CONTRACTORS OF MASSACHUSETTS, INC.

Effective Date: September 16, 2000

Expires: September 15, 2006

Business Manager
JAY HURLEY
President
CHARLES WRIGHT
Financial Secretary-Treasurer
PAUL J. DiPIETRO
Business Agents
JAMES COYLE
EDWIN WRIGHT
PATRICK McDERMOTT
Business Agent / Industry Analyst
MICHAEL J. DURANT
Mail Address:
IRON WORKERS UNION LOCAL 7
195 OLD COLONY AVENUE
P. O. BOX 7
SOUTH BOSTON, MA 02127-2457
617-268-4777 • 617-268-7878 Fax
Apprentice Director
ROBERT E. BANKS — 617-268-0707
Industrial Compensation Information
DEPARTMENT OF INDUSTRIAL ACCIDENTS
Industrial Accident Board — 617-727-4900
Iron Workers District Council of New England
Health and Welfare, Annuity and Pension Funds
617-265-3757
JOSEPH M. QUILTY, District Council President
781-937-8070

ADDENDUMS

Please place on page 72 under addendums, we apologize for any inconvenience.

This text is to be read immediately following the last paragraph of Article I, and preceding Article II on page 11 of this book.

The Ironworker will maintain complete jurisdiction over the following: All forms of electric chain falls, come-a-longs, Tug-a-hoist, all gas or electric hoist of any kind while being used for the prime purpose of setting steel or other material which falls under the jurisdiction of the Ironworker, which will include, but not limited to: Access Satellite Tower platforms, any and all Hydraulic Jacking devises, and the complete maintenance and operation of all Welding Machines (Gas and Electric) when used by the Ironworker to perform work which falls under the jurisdiction of the Iron Worker. When a Fork Lift is used to perform work which falls under the jurisdiction of the Ironworker, said Fork Lift will be manned and operated by an Ironworker.

50

HENRY F. HUGHES, JOSEPH BROWN, JOSEPH MALONEY, AND LOCAL 7 MEMORIAL SCHOLARSHIP FUND

In memory of their outstanding contributions and achievements through their dedicated devotion, to the tasks confronting Local Union No.7 before and during their tenure as Business Agents, the Henry F. Hughes Scholarship Fund was proposed November 22, 1965 and was initiated by the members of Local Union No.7 in 1966; the Joseph Brown Scholarship Fund was proposed in 1987 and was initiated in 1988; the Joseph Maloney Scholarship and 6 Local 7 Memorial Scholarships were proposed and initiated in 1999.

This Fund, supported by dues of the membership, is intended to provide four-year and one year scholarship grants to sons and daughters of members.

The scholarship program is administered in conjunction with the AFL-CIO Scholarship Exam given in February.

Contact the Union Hall during November of an Applicants' Senior Year in high school for information regarding these scholarships.

RULES GOVERNING ACCIDENTAL DEATH BENEFITS

That an Accidental Death Benefit will be paid with the understanding that the Accidental Death Benefit Fund will provide a standing benefit of $5,000 to the beneficiary of a deceased member who dies as the result of injuries sustained while working under covered employment for Local 7, any affiliate of the Ironworkers International Union or any other approved employment authorized by the Business Agents of Local 7. To qualify for this benefit a member must be in good standing, as defined in the International Constitution at the time of the accident. The funding will be provided by the revenues realized from the Industrial Fund.

II Benefits

1. Benefits shall be paid at the rate of ten dollars ($10.00) per day from the date of injury, not including Saturday and Sunday, and continuing until termination of weekly working compensation but not to exceed twelve (12) weeks for members with twelve (12) months tenure in Local 7. (This rate and number of weeks for which benefits are payable is subject to change by the Accident Benefit Board pursuant to the financial status of the Accident Benefit Fund. Said changes of benefit shall not alter status of members receiving benefits when changes are enacted.)

2. A member with less than twelve (12) months but more than six (6) months tenure shall be paid five dollars ($5.00) per day for the number of weeks that he has months in Local 7.

RULES GOVERNING SUPPLEMENTAL ACCIDENT BENEFITS

A supplement to the existing Accident Benefit Fund will be established for the purpose of aiding members who have been on Workers' Compensation for a period of six months or more and who have previously qualified for accident benefits of Local 7. (See Local 7 By-Laws Article II, Section 7. for qualifying rules.) A further stipulation is that a member maintain good standing from the date of accident to the eligibility date of this supplemental payment (6 months). The amount of the payment will be $500. The funding will be provided by the revenues realized from the Industrial Fund.

5. A member must be receiving weekly Workers' Compensation and show proof of same (compensation check) to the Financial Secretary, in person, weekly. Hospitalized members may delegate another person to appear in his/her behalf. Upon presenting weekly compensation check to the Financial Secretary, the injured member will immediately receive the weekly accident benefit due him/her to date.

6. When weekly compensation checks have been withheld by the Insurance Company and a lump sum payment has been made, it shall be the obligation of the member to show proof that said claim was paid as weekly compensation. A form for this purpose shall be provided by Local No.7 to be filled out by the Insurance Company and the Industrial Accident Board before benefits will be forthcoming.

7. No member shall be entitled to Accident Benefits while drawing his/her salary or wages from any employment.

8. Any member found working at the trade while receiving Accident Benefits shall be required to pay back said benefits and his/her name be stricken from the eligibility rolls for one (1) year after final remittance.

9. No member shall receive more than twelve (12) weeks accident benefit for any one accident.

10. No member shall entitled to more than twelve (12) weeks accident benefit in any consecutive twelve (12) month period, starting with the date of first payment.

ACCIDENT BENEFIT FUND

Since 1945, Local Union No.7 has been providing limited Accident Benefit to help compensate a member for time lost due to an Industrial Accident. This benefit is payable to a member on approval of the Executive Committee in accordance with rules set forth herein.

RULES GOVERNING ACCIDENT BENEFITS

I Eligibility

1. Members shall be eligible for Accident Benefits by the payment of full dues and assessments to Local No.7 for at least a period of six (6) months prior to injury.

2. A member must be in good standing at the time of the injury in order to receive Accident Benefits and must remain in good standing while receiving benefits.

3. A member shall not be considered in good standing who is more than one (1) month in arrears with dues and assessments. Dues and assessments for each calendar month will be payable on the first day of that month. Dues for the calendar month that retains good standing for a member must be in the hands of the Financial Secretary prior to the injury.

4. A member must report the injury for which he/she is seeking benefits to the Financial Secretary within fourteen (14) days of said injury and shall appear before the Accident Benefit Board at the first meeting following the injury and file claim or he/she shall forfeit all right to benefit. Hospitalized members may delegate another member to appear in his/her behalf.

LOCAL 7 NOTICE OF THE TERM OF "MEMBERSHIP" DEFINED

The term "member" in any union security clause found in any applicable collective bargaining contract which the Union has with any employer does not mean actual membership. Your obligation of membership is limited to the payment of dues and fees. You have the right to be or remain a nonmember and nonmembers have the right to:

(1) Object to paying for union activities not germane to the Union's duties as bargaining agent and to obtain a reduction in fees for such activities. Germane activities are collective bargaining, contract administration, and grievance adjustment; and

(2) be given sufficient information to enable you to intelligently decide whether to object; and

(3) be apprised of any internal Union procedures for filing objections. Should you want to become a nonmember or object to paying full dues you must state so in writing only and cause the writing to be received by the Treasurer of the Union who's office is located at the Union's business office in South Boston.

ARMED SERVICES

An insured member entering the Armed Services after November 1, 1967 shall be terminated from insurance coverage on the date he enters military service. He shall be reinstated on the date he returns to active employment and is then in good standing, providing such return to active employment in the trade takes place within sixty (60) days of discharge.

An insured member who is in the Armed Services immediately prior to November 1, 1967, shall be insured on the date he returns to active employment in the trade and resumes full payment of dues, provided such return to active employment in the trade takes place within sixty (60) days of his discharge.

Continuation of insurance for members returning from the Armed Services will depend on their maintaining membership in good standing in Local 7 in accordance with requirements for eligibility of members.

TERMINATION

Each member who fails to meet the requirements as to good standing shall not be insured beyond the last day of the month in which he/she fails to qualify as a member in good standing.

Expulsion, transfer of a member to another Local Union, taking a withdrawal card, or having membership revoked shall terminate his/her insurance benefit on the date he/she ceases to be a member of Local 7

REINSTATEMENT

Any member whose insurance has been terminated in accordance with the requirements herein stated shall be reinstated for insurance benefits on the first day of the month in which he/she again becomes a member in good standing.

ELIGIBILITY FOR INSURANCE BENEFITS

PERSONS TO BE INSURED

Class I - $1,000.00 Life Insurance Benefit

Each member who is in good standing in accordance with the By-Laws of Iron Workers Local Union No. 7 for the month of October, 1967, will be insured as of November 1, 1967. Insurance will be continued on each member if he maintains good standing.

NEW MEMBERS

New members, including apprentices, shall be insured as of the first day of the month following acceptance of Application of Membership by the International Union. Continuation of insurance on new members will depend on their good standing in Local 7.

TRANSFERRED MEMBERS

Transferred members will be insured as of the first day of the month following the month of their official transfer. Continuation of insurance on transferred members will depend on their good standing in Local 7.

LIFE INSURANCE

In the event of your death from any cause – on the job or off – while you are insured the applicable amount of insurance will be paid to the named beneficiary.

BENEFICIARY

You may name anyone you wish as your beneficiary and you may change your beneficiary at any time by filling out the proper form.

TOTAL AND PERMANENT DISABILITY

If prior to age 60, you become totally and permanently disabled, your insurance will continue without cost for a period of twelve (12) months. Proof of total and permanent disability must be presented within the twelve-month period and yearly thereafter to continue the insurance in force.

CONVERSION PRIVILEGE FEATURE

If your life insurance terminates you may convert it to an individual policy of life insurance within thirty-one (31) days without medical examination. The amount of such policy shall not exceed the amount provided under the group plan. You may choose any type of individual policy then being written by the Union Labor Life Insurance Company except term insurance. The premium cost to you will be based upon your class of risk and your age at the time of conversion.

If you die within such 31-day period the Company will pay the same Life Insurance benefits as though you were still insured under the Group Policy.

IRON WORKERS LOCAL 7
BENEFIT PROGRAMS

To Our Members:

This book has been prepared primarily to bring to your attention details concerning the administration of a Union Group Life Insurance program which became effective November 1, 1967.

We decided to include in the same booklet, as a matter of general interest, the rules under which your Accident Benefit Fund is operated. In addition, a brief description of the "Henry F. Hughes, Joseph Brown, Joseph Maloney and Local 7 Memorial Scholarship Fund" is presented.

These programs, aside from the benefits achieved through collective bargaining, indicate the interest of your Union in promoting the economic security and financial stability of our members and their families. It is to your advantage to know about them and to understand the rules that determine whether or not you are entitled to participate in them.

We trust the information we are presenting herewith will be of interest to you and your families. If you have any questions about these programs or would like to discuss them personally, please do not hesitate to let us know.

OFFICERS OF
IRONWORKERS LOCAL UNION 7

IMPORTANT

All benefits set forth in this booklet are available to members of Local Union No.7. But, as you will note in reading about them, continuous membership in good standing for specified periods is required in order to qualify for them.

The By-Laws of Local Union No. 7 describes membership in good standing as payment of membership dues within the month that they are due. For example, dues for January are due January 1st and must be paid prior to the 31st day of January.

Be sure your dues are paid on time, lest you unknowingly deprive yourself of any one of these benefits.

Union Funds Flow Chart

1. Union purchases stamps.
2. Union sells stamps to contractors.
   (a) Records contractor number.
   (b) Records stamp numbers and denominations.
3. Fund pays all administrative costs associated with stamp program.
4. Fund verifies redeemed stamps.

   *Fund will have a list of eligible employees' Social Security Numbers provided by Union. Credit will not be given for redeemed stamps until the employees identity and eligibility is verified by the business agents. If mistakes are made, contractor will be informed of corrections.
5. Fund credits employees with all benefit contributions and working dues assessments.
   (a) Employee is responsible for lost or stolen stamps.
6. (a) Pay issued bill.
   (b) Fund will record lost or stolen stamp numbers in computer, either from employee, if he/she has numbers, or from contractor who will have the numbers.
   (c) Contractor will not be responsible for replacing previously issued stamps.
   (d) The fund will give credit to employee one year from the date lost or stolen stamps are reported.
7. Contractor will not be held responsible for typographical or clerical errors. They will, however be expected to maintain accurate records of employees identities.

REFERENCE B
Contractor Flow Chart

1. Contractor must establish identity of employee per IRS code.
2. Contractor purchases stamps. Receives copy of form with stamp numbers on it.
   *If mailed — Certified, Return Receipt Requested.
3. Contractor distributes stamps to employees for hours paid.
4. Contractor lists beginning and ending stamp numbers for each denomination of each pay period.
5. Payroll summary returned to funds office eight (8) days following end of payroll period listing employees hours paid and Social Security Numbers.

REFERENCE A

Excerpt from Memorandum of Understanding between the Boston Ironworkers Local No.7 and the New England Associated Erectors, Inc. dated July 3, 1972.

Agreed by both parties as of April I, 1992:

Prepaid stamp for all benefits, this will consolidate all funds into one check. All monies owed by the Employer to the funds for past hours worked must be paid in full by February I, 1992. Any employer not paid in full will not be allowed the privilege of purchasing stamps, and will not be able to perform any work until paid.

All Employers who are currently on a monthly payment schedule will continue as agreed to; except that any check which is returned for insufficient funds, said Employer will automatically forfeit his payment agreement and full payment of monies owed must be paid before any work can resume.

expend taxpayer funds and resources that ultimately result in Unit employee employment.

NO POLITICS:

Nothing in this Clause shall be interpreted or used as establishing or suggesting an opportunity to engage in any type of political activity or public relations whatsoever, including support of or opposition to particular candidates or political parties or legislative initiatives.

Where it deems wise, the Union shall cause to be disseminated to industry participants and others information sufficient to inform said persons about matters affecting them as related to the industry and cheating.

The Union shall exercise its best efforts to find skilled persons so as to ensure as best as reasonably practical that:

a. an adequate number of skilled craft-persons exists among whom Contractors might employ and whom the Union might refer; and

b. persons, union represented or un-represented, employed in the industry understand that cheating exists in the industry and how integrity provides employment opportunities for them and Unit employees at improved safety, wages, and other terms and conditions of employment and provides them mutual aid and protection.

The Union shall use its best efforts to determine the skill level of participants engaged in the industry and to determine the availability, or lack thereof, of a skilled labor and contractor pool in which Unit employees might seek employment under, or comparable to, the terms and conditions of the CBA.

Both the Union and Contractors shall seek to inform where appropriate public entities about conditions in the industry that affect them and the ability of Unit employees to improve their terms and condition of employment and engage in other mutual aid and protection and to aid said public bodies to best preserve and promote integrity in the industry and to ensure honest, free market competition especially where it affects said public entities' role as drafters of industry enforcement and regulatory schemes or their role as market participants and entities that

THEREFORE,

Both the Union and the Contractors shall use their best efforts to monitor and analyze the industry to determine industry practices, trends, and activities including:

a. Technological advances and more productive work practices;
b. legal and legislative initiatives that affect the industry;
c. rates and methods of pay;
d. perception of Unit employees by industry professionals and industry participants;
e. practices of and compliance, or non, of industry participants to laws and regulations applicable to the industry, its competitors, and participants; and
f. quality of labor and services provided by industry employees and other participants and the level of participants competence;
g. activities of industry participants directly affecting mandatory and permissive subjects of collective bargaining.

The Union should provide a report regarding its observations and findings resulting from this Clause to the Contractors at least annually at a meeting specifically scheduled for that purpose. The Contractors should similarly provide a report regarding their observations and findings at that annual meeting.

Where a majority of the Labor/Management Trustees through its various Labor/Management organizations deem wise, said organizations shall engage in, support, finance, or otherwise encourage, to the extent lawful, litigation of matters that affect in any way the concerns raised herein, and the Union shall similarly act, where lawful.

the industry, particularly the inherently fierce competition among industry participants; and Contractors desire that industry employers and employees achieve and maintain a comparable and competitive environment regarding compliance to laws and regulations, wages and other terms and conditions existing in the industry; and

Industry monitoring and analyzing provides a direct benefit to Unit employees by, among other things, creating a first step to reestablishing optimal stability and integrity in the industry such that Unit employees can better gauge and maintain present and future employment opportunities; and Free market competition depends on industry participants complying to laws and regulations governing the industry and policing the industry reduces the burden on taxpayers that such groups incur to curtail unfair, deceptive, dishonest, and illegal acts; and

Historically, monitoring and analyzing the industry has played an important and essential role and has tended to tie Unit employees to the Union and provided work opportunities for Unit employees consistent with CBAs. Further, evidence and studies have shown that cheating has historically infested the industry. During the past two decades cheating continued to infest it, and federal, state, and local public enforcement mechanisms have been unable adequately to curtail this infestation for reasons that include a lack of funding and staffing; and

Cheating has had and continues to have adverse and detrimental direct and indirect effects on the industry and particularly on the Contractors' ability to employ Unit employees; and

A continuing need exists to attract and maintain a highly skilled labor supply that understands the importance of the industry's integrity and its effect on collective bargaining.

The term "industry" means the activity found within the *Union's geographical area, and a reasonable extension* thereof, by which participants provide or perform labor, employment, services, and contracting, or are affected or involved in any way whatsoever by said labor, employment, services, and contracting for work, as that term is described in the collective bargaining agreement ("CBA") pursuant to the "Jurisdiction" section or traditionally performed by the Union's members and Unit employees.

The term "integrity" includes honesty among industry competitors and participants, their adherence to laws and regulations, area standards, a favorable perception by *general public of the industry and its participants, the* overall absence of cheating, and improving the quality of professional competence and service our industry provides to the community.

IT IS MUTUALLY AGREED THAT:

Industry monitoring and analyzing benefits Unit employees because it is directly related and absolutely necessary for the Union to maintain its existence and position as an effective bargaining agent of the employee unit and, as such, provides Contractors with labor stability; and

Industry monitoring and analyzing helps both the Union and the Contractors better to: negotiate, administer, and enforce their legal and contractual obligations; and helps the Union better to represent employees of the bargaining Unit while simultaneously, yet incidentally, helps each signatory employer competing with other signatory employers by providing, among other things, a more honest competitive environment.

And, by monitoring and analyzing the industry, both the Union and Contractors can better negotiate because such activity provides both groups with a more realistic view of

ADDENDUM A

INDUSTRY MONITORING & ANALYZING CLAUSE

DEFINITIONS:

The term "cheating" includes:

i) Non-payment or underreporting of workers compensation insurance premiums;

ii) non-compliance with federal, state, and local health, safety, labor and employment statutes, regulations, and taxes;

iii) construction contract procurement misrepresentations such as featherbedding and failure to abide by federal, state, and local procurement statutes and regulations;

iv) violation of environmental statutes and regulations;

v) violations of federal and state unfair and deceptive trade practices statutes and regulations; and

vi) any other meaning the parties, from time to time, might mutually agree reflects their intent.

The term "participants" includes industry:

contractor organizations, contractors, employees, employers, workers, property owners and awarding authorities seeking to use or using industry participants, construction managers, general contractors, sub-contractors, independent contractors, architects, engineers, inspectors, clerks, human resources managers, insurance companies (workers compensation carrier, payment bonds, etc.), developers, financial institutions, attorneys, federal and state enforcement agencies (OSHA, US DOL, IRS, MA DOR, AG, DCAM, and etc.), labor organizations, and etc.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seal this 16th day of September, 2000.

For the Union, Local No.7

CHARLES WRIGHT, *President*
JAY HURLEY, *Business Manager*
JAMES COYLE, *Business Agent*
EDWIN WRIGHT, *Business Agent*
PATRICK McDERMOTT, *Business Agent*
MICHAEL J. DURANT,
Business Agent/Industry Analyst
RANDOLPH GREEN, *Chairman, Executive Board*
PAUL J. DiPIETRO, *Financial Secretary-Treasurer*
ROBERT BANKS, *Apprentice Coordinator*

For the Employers:

Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc. (BTEA)
THOMAS J. GUNNING, *Executive Director*

Labor Relations Division of Associated General Contractors of Massachusetts, Inc.
DAVID P. POWELL, *Labor Relations Dept.*

Committee Members For the Employers:

Thomas J. Gunning
David P. Powell
Steven Marr
James Stearns IV
John D. Murphy Jr.
Usha Wood
Richard Long
James F. Grosso

Expires September 15, 2006
Boston Ironworkers

whether specifying a desire to terminate or to change at the end of the current year, shall have the effect of terminating this Agreement at such time.

This Agreement is made and entered into on this sixteenth day of September 2000 by and between Local Union No. 7, Boston, Massachusetts of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO, Unincorporated, herein called the Union and the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc., and the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., on behalf of such members as may from time to time authorize the same to be done, and other employers who assent to its provisions by signature thereto, herein called the Employer. A current list of members of the Associations who have so authorized will be furnished the Union upon signing the Agreement. The Associations shall provide the Union with additions to lists during the term of this Agreement.

presented within thirty (30) days of the first meeting, the economic proposals shall be submitted to final and binding arbitration pursuant to the voluntary labor rules of the American Arbitration Association.

The authority of the arbitrator shall not be limited to the positions of either party on any of the economic issues presented. Rather, the arbitrator shall be permitted to select either of the positions presented by the parties or to award a decision different from the positions of the parties; provided, however, that any award issued shall be comparable to wage increases agreed upon between employers and the other basic trade unions in the Boston area. It is mutually agreed that there shall be no strike authorized by the Union or no lockout authorized by the Employer during the wage re-opener negotiations or arbitration.

The cost or arbitration shall be borne equally by both parties. Any decision of the arbitrator shall be incorporated in this collective bargaining agreement and shall be effective on September 16, 2000 or as agreed to by the parties.

SECTION 2. The Agreement, with any amendments thereof, made as provided for herein, shall remain in force and effect until midnight September 15, 2006, 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 herein above provided for in this Article,

Any and all guidelines relating to this Section must be mutually agreed upon by the Employer and the Union. It is also agreed that any and all agreements made by this committee are not subject to the Grievance and Arbitration clause of this Agreement.

g. We agree to the following clause: With mutual consent of the employer and the Business Agent a job may be worked four (4) ten (10) hour days, Monday through Thursday at straight time, provided that a fifth day, if worked, shall be at least ten (10) hours long. Hours in excess of forty (40) within this ten (10) hour frame on Friday shall be paid at time and one-half (1-1/2) the basic wage rate. In the event there is a lost time day during the week due to inclement weather or a Local 7 Holiday then Friday may be worked as a make-up day at straight time. All workers on the project will be offered work.

SECTION 7. Addendum A titled "Industry Monitoring & Analyzing Clause" attached hereto is hereby incorporated herein.

ARTICLE XVI
Duration and Termination

SECTION 1. The Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of September 15, 2006; except that either party may on or before May 15, 2004 give notice in writing to the other party that it desires a change which may include the economic provisions of this agreement to be effective on or after September 16, 2004. In the event of such notice, the parties agree to meet on or before August 15, 2004 to discuss economic proposals which may be presented by either party. In the event that the parties cannot agree on the economic proposals

ARTICLE XV
Miscellaneous

SECTION 1. Practices not a part of terms and conditions of collective bargaining agreements will not be recognized.

SECTION 2. Slowdowns and featherbedding practices will not be tolerated.

SECTION 3. There shall be no illegal strikes, work stoppages or lockouts.

SECTION 4. When a Local Union does not furnish qualified workers within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded), the contractor shall be free to obtain workers from any source.

SECTION 5. The Union recognizes the threat of non-union competition and will do all possible to promote union construction, including holding prebid and/or pre-job conferences.

SECTION 6. The parties agree to establish a special joint committee, as soon as possible, to set guidelines for bidding work against non-union and open shop competition. Items to be considered by the committee shall include the following:

a. Make-up time at straight time.
b. Time and one-half (1-1/2) provisions for overtime work.
c. Reduction and/or elimination of travel expenses.
d. Reduction in manning requirements.
e. Lower wage scale that would include no payments to the annuity fund.
f. Four (4) ten (10) hour day provisions at the option of the employer.

Travel and Subsistence — continued

Lawrence Area: Travel and Subsistence Rates (formerly Local #351)

No travel and Subsistence money paid: Lawrence

Area 1 — $2.00 per day
Metheun, N. Andover

Area 2 — $3.00 per day
Andover, Collinsville, Dracut, Groveland, S. Groveland, Haverhill, Lowell, Tewksbury

Area 3 -- $5.00 per day
Billerica, N. Billerica, Boxford, West Boxford, Byfield, S. Byfield, Chelmsford, S. Chelmsford, N. Chelmsford, Danvers, Dunstable, Georgetown, Merrimac, Merrimacport, Middleton, West Newbury, N. Reading, Rowley, Topsfoeld, Tyngsboro, Wilmington, N. Wilmington

Area 4 — $6.00 per day

Acton,N. Acton, W. Acton, Amesbury, Carlisle, Cushing, Forge Village, Graniteville, Groton, Ipswich W. Groton, W. Gloucester, Hamilton, S. Hamilton, Littleton, Newbury, Newburyport, Pepperell, Salisbury, Townsend, Wenham, Westford

Area 5 — $7.00
Essex

(Figures above denote territory where travel subsistence is paid.)

Travel and Subsistence — continued

Melrose
Millis $7.00
Milton
Nahant
Natick $7.00
Needham
Rockland $7.00
Rockport $11.00
Salem $5.00
Saugus
Scituate $7.00
Sharon $7.00
Sherborn $7.00
Somerville
Stoneham

Newton
Norfolk $7.00
Norwell $7.00
Norwood $5.00
Peabody $5.00
Pembroke $7.00
Stoughton $7.00
Sudbury $7.00
Swampscott
Wakefield
Walpole $7.00
Waltham
Watertown
Wayland $5.00
Wellesley $5.00

Plymouth $11.00
Plympton $7.00
Quincy
Randolph $5.00
Reading $5.00
Revere
West Bridgewater $7.00
Weston $5.00
Westwood $5.00
Weymouth $5.00
Whitman $7.00
Winchester
Winthrop
Woburn

(Figures above denote territory where travel subsistence is paid.)

ARTICLE XIV
Travel and Subsistence

SECTION 1. The following list of cities and towns covered by the Agreement constitute the Territorial Jurisdiction of Local Union No.7, Boston, Massachusetts.

Abington $7.00
Arlington
Avon $7.00
Bedford $5.00
Belmont
Beverly $7.00
Boston
Boston Harbor Island $5.00
Braintree $5.00
Bridgewater $7.00
Brockton $7.00
Brookline
Burlington $5.00
Cambridge
Canton $5.00
Chelsea
Cohassett $5.00
Concord $7.00
Dedham
Dover $5.00
Duxbury $7.00
East Bridgewater $7.00
Easton $7.00
Everett
Foxboro $7.00
Framingham $7.00
Gloucester $11.00
Halifax $7.00
Hanover $7.00
Hanson $7.00
Hingham $5.00
Holbrook $7.00
Hull $5.00
Kingston $ll;00
Lexington
Lincoln $5.00
Lynn
Lynnfield $5.00
Malden
Manchester $7.00
Marblehead $5.00
Marshfield $7.00
Maynard $7.00
Medfield $7.00
Medford

When December 24th falls within the regular work week, the Employer shall cease operations at 12 noon on that day and each iron worker employed on that job who worked from 7 a.m. to 12 noon on December 24th shall receive a seventy-five dollar ($75.00) bonus payable at any time up to the date for the next regularly scheduled pay day. The payment of a December 24 bonus, if made to Foremen and General Foremen (optional with the employer), is in addition to and not in lieu of payment required under Article X, Section 4.

Should any of the foregoing holidays fall on Sunday, the following day, Monday shall be observed as the holiday in question.

Religious Holidays

SECTION 3. The above are the only holidays recognized under the Agreement. Should any Employer observe any other holiday(s), or be required to observe any other holiday(s) by shutting down the job on said day(s), each Iron Worker employed on that job who cannot be employed elsewhere by the Employer on said day shall be paid eight (8) hours pay for that day.

ARTICLE XIII
Overtime

SECTION 1. Overtime to be worked on the ninth (9th) hour of the work day, during the regular work week, Monday through Friday, shall be paid at time and one-half (1-1/2) on all jobs bid after July 1, 1985. All hours worked before the regular starting time and after the ninth (9th) hour shall be paid at double time. Overtime work on Saturdays, Sundays and Holidays shall be paid at two (2) times the hourly rate. No work shall be performed on Labor Day except to save life or property.

It is agreed that overtime is undesirable and not in the best interests of the industry or the work force. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

Holidays

SECTION 2. The following holidays shall be observed:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

(d) Apprentices who complete last period and who fail to pass the required journeymen examination may elect to serve another six months, for which they shall be paid the regular last period rate.

1st Year

1st period 60%
2nd period 70%

2nd Year

3rd period 75%
4th period 80%

3rd Year

5th period 85%
6th period 90%

SECTION 2. Ratio of apprentices to journeymen. The apprentice to journeymen ratio will be as follows:

a) Any employer who employs members of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers — Local #7 — shall employ apprentices on structural, reinforcing and rigging jobs at the ratio of not more than one (1) apprentice to every six (6) journeymen, and shall employ apprentices on ornamental jobs at the rate of not more than one (1) apprentice to every four (4) journeymen, based on the annual average employment of journeymen ironworkers by the particular employer. On the spinning of cables on suspension bridges, one (1) apprentice shall be permitted to each journeyman.

b) The above ratio shall be maintained, under normal operating procedures; however, for organizational purposes and in times of need; i.e. large construction projects, powerhouses, mining, oil and chemical, and other related energy jobs, or when there is an abundance of work, the ratio of apprentices may be altered from time to time at the discretion of the local union.

Protection of Signal Devices

SECTION 5. Proper practical, safe housing, casing or lube shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operation of any various devices in connection with work done by Ironworkers.

Elevator Shaft Protection

SECTION 6. No Ironworker will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above Ironworkers working shall be planked safe in all elevator shafts.

Apprenticeship

SECTION 1. The parties signatory hereto agree to establish a Joint Apprenticeship Committee in accordance with the provisions of the "Iron Workers Apprenticeship and Training Standards," as contained in Section 1, Article XIII of the International Constitution. Said Committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said standards.

(a) Apprentices shall be paid no less than the percentage of the journeymen rate as listed below.

Probationary Period shall be the first one thousand hours.

(b) When an Apprentice is found to be accepting more than his/her specified wage rate without the employer's willful intent, he/she shall be subject to Disciplinary Action by the Joint Apprentice Committee.

(c) Apprentices who receive credit for previous experience in the Trade shall be paid, upon entrance, the wage rate of the period to which such credit advances them.

Safety Nets

Protective nets must be used for the safety of the Ironworkers, where planks or decking is not feasible. If nets are used they must be suspended a safe distance above any structural members.

Stiffening and Supporting Working Load Points

SECTION 2. 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.

Studs and Spirals

SECTION 7. It shall be mandatory for all Employers to have all shear connectors such as studs and/or spirals field erected and secured.

In the event shear connectors are shop erected and secured, the shear connectors will be removed prior to field erection.

The above relative to shear connectors became effective as of January 1, 1963.

ARTICLE XII
Riding the Load or Load Falls

SECTION 3. No Employee shall be permitted to ride the load or load fall except in cases of inspection, and erection and dismantling of derricks.

Slings

SECTION 4. Steel cable will be used instead of chains or hemp slings.

Welders and Burners

SECTION 12. Any welder or burner, while working in a dangerous location or in any enclosed area, especially around tanks, or vessels, or apparatus of a similar nature, shall have an Iron Worker working with him/her on these occasions.

Wind Clause

SECTION 13. When the hoisting engineer refuses to work the crane (all types of cranes) because of wind, the Employer shall provide work on the same job for the Ironworkers working on that crane or cranes, when and if there is work available at the discretion of the Employer.

ARTICLE XI
Safety Provisions and Safety Laws

SECTION 1. The Employer, Union and Employees shall abide by the Federal Williams-Steiger Occupational Safety and Health Act and other applicable safety regulations of Massachusetts.

Planking Floors

Working floors upon which derricks set must be covered tight with suitable planking over the entire floor except where openings are left for ladders.

On buildings, bridges, or other structures erected or dismantled with mobile cranes, or by other methods, all upper areas where materials are landed for further handling shall be planked so as to provide safe working areas for the workers.

Planking, decking, or nets covering tight all openings shall be provided not more than two (2) floors or a maximum of thirty (30) feet beneath all points on all buildings, bridges and other structures while workers are working at such points.

Iron Workers Required On Guy and Stiff Leg Derricks

SECTION 8. No less than six (6) Ironworkers and a foreman shall be employed around any guy or stiff leg derrick used on steel erection, and on all mobile or power-operated rigs of any description no less than four (4) Ironworkers and a foreman shall be employed.

Drinking Water and Clothes Room

SECTION 9. 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.

Work Limitation

SECTION 10. There shall be no limitation placed on the amount of work to be performed by any Ironworker during working hours.

A physical examination shall not be required as a prerequisite for employment.

There shall be no limit on production by Ironworkers nor restrictions on the full use of tools or equipment. There shall be no restriction other than may be required by safety requirements on the number of Ironworkers assigned to any crew or to any service.

Certified Welder Clause

SECTION 11. An Employee who is certified in a dangerous location or in any enclosed area, especially around tanks, or vessels, or apparatus of a similar nature, shall have an Ironworker working with him/her on these occasions.

Riveting Gangs

SECTION 5. Riveting gangs shall be composed of not less than four (4) Ironworkers 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 will not be required to work in any riveting gang except where emergencies arise which will require the foreman to temporarily fill in the gang.

Piecework

SECTION 6. It is 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 the Employees will not accept a bonus based on specific performance on any individual job.

Clothing and Equipment

SECTION 7. (a) All Ironworkers are to wear hard hats at all times.

(b) All Ironworkers are to wear protective eyeglasses when project conditions dictate.

(c) All Ironworkers are to wear appropriate work shoes at all times.

(d) Ironworkers will at all times be properly dressed in keeping with project requirements.

Foreman

SECTION 4. (a) When two (2) or more Ironworkers are employed, one shall be selected by the Employer to act as foreman and receive a foreman's wage of $2.00 per hour as of 9-16-2002 above the Journeyman wage, and the foreman is the only representative of the Employer who shall issue instructions to the work force.

(b) 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 his/her judgment is necessary for the safe expeditious and economical handling of the same.

(c) Hereafter, Ironworkers commonly known as "pushers" shall be known as foremen; and Ironworkers known as foremen shall be classified as general foremen.

(d) All foremen and general foremen shall receive straight time, based on a forty (40) hour week, and all holidays observed as such.

(e) The Ironworker foreman shall not be liable for any acts during the course of this employment and arising out of his/her employment and the Employer shall hold said Ironworker foreman harmless from all claims whatsoever.

(f) The general foreman or foreman selected by the Employer shall have held membership in the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers for at least three (3) years prior to his/her selection.

rules are complied with and report to the Union the true conditions 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. A steward failing to fulfill his/her duties shall be subject to censure by this Union and also subject to a penalty upon conviction on charges provided for in the International Constitution. The Employer agrees that the job steward will not be discharged until the last Ironworker laid off, provided he/she is capable of performing the work in question.

Tools

SECTION 3. The Employer shall grant Ironworkers reasonable time to pick up tools before quitting time.

Employees employed on ornamental work shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the Employer, such as drills, taps, hacksaw blades, etc. No Employee shall be held responsible for the loss of tools or equipment in his/her charge.

Employees working on other than finishing work shall furnish the necessary hand tools to perform specific job assignments.

The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.

It is recognized that 8 a.m. is the regular starting time. It is further understood that upon proper notification to the business representative that the starting time may be advanced by the employer up to one (1) hour for the following reason: If the majority of the trades on that particular job are starting between the hours of 7 a.m. and 8 a.m.

It is further understood that any Ironworker employed by the employer on that particular project shall receive premium time if any other tradesman employed by the same employer on that particular project receives premium time for starting before 8 a.m.

If the Ironworkers on the job request a change in the starting time between 7 a.m. and 8 a.m., flexible starting time will be granted with the approval of the employer and the business representative.

Job Steward

SECTION 2. *There shall be a steward on each job who* shall be furnished or appointed by the Business Agent. It is mutually agreed that any job which will employ more than three (3) Ironworkers at peak workforce the Business Agent will furnish or appoint a steward at his/her discretion. On jobs which will employ three (3) or less Ironworkers at peak workforce, the Business Agent agrees to appoint a steward from the Ironworkers employed on said *project. The steward shall keep a record of the workers* laid off or discharged; and take up all grievances on the job, and try to have the same adjusted, and in the event he/she cannot adjust them, He/she must promptly report that fact to the Business Representative, who shall report same to the proper officer of the Union so that efforts can be made to adjust any matter without a stoppage of work. The steward shall see that the provisions of these working

ARTICLE IX
Saving Clause

SECTION 1. Should any part of any provision 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 or effect.

Grievance Committee

SECTION 2. A joint committee shall be formulated, with an equal number of participants from Local No. 7 and the Employers to adjust items, that were agreed by mutual consent, arising at negotiation and that may arise prior to the termination date of this agreement.

Business Representative

SECTION 3. The Union's Business Manager, Agents or their designee(s) acting on behalf of said Business Manager or Agent shall be permitted to access all jobs, but will in no way interfere with the progress of the work.

ARTICLE X
Work Hours Per Day

SECTION 1. Eight (8) hours shall constitute a day's work performed between the hours of 8 a.m. and 12 Noon and 12:30 p.m. to 4:30 p.m. on Monday through Friday.

ARTICLE VIII
Strikes and Lockouts

SECTION 1. 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 IV, 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 acquiesced to or authorized by the International of the Union, the Central Labor Council or Building and Construction Trades Council.

SECTION 2. The Union retains, however, the immediate and unconditional right to strike any employer who in violation of the Agreement fails timely to pay any wages or benefits or any portion of wages of benefits. Nothing contained in this Article VIII shall be deemed as limiting the Union's or any individual member's right to refrain from performing labor because the employer failed timely to pay wages or benefits owed for labor performed by any covered employee. The Union, however, will provide by fax, hand-delivery, or other reasonable means, to each project(s) general contractor or construction manager 72-hour written notice of the Union's intent to engage in such a Wage or Benefit non-Payment Strike.

ARTICLE VII
Notification Clause

SECTION 1. It is mutually agreed that, prior to the start of any project, either party may call a meeting to discuss any concerns regarding the project. Concerns may include but are not limited to:

1. Work to be performed.
2. Manning Requirements.
3. Apprentice ratio to Journeymen.
4. The Business Agent's notification of his/her steward selection.

If, an impasse is reached over the Business Agent's selection of a steward it is mutually agreed that the dispute will be resolved through an expedited arbitration outlined as follows:

1. Within three (3) working days an impartial Arbitrator mutually agreed upon by both parties will be selected.
2. The case must be heard within two (2) working days after the selection of the Arbitrator.
3. A decision must be rendered prior to the start of the project in question.
4. The decision of the Arbitrator will be final and binding upon both parties.
5. The fee of the Arbitration Association and the cost of and the expenses of the Arbitrator, shall be borne by the losing party, or the Arbitrator may apportion, if the decision is a compromise, as designated by the Arbitrator.
6. The above procedure with respect to expedited arbitration will be used by the parties in the event there is a dispute in regard to the steward after the job commences.

Odd Hour Shift Work

SECTION 9. It is mutually agreed by both parties that when a first shift cannot be worked on a project or a clearly defined portion of the work cannot be performed during normal working hours, the Employer may start work at any hour of the day at stralght time provided all the following provisions are adhered to:

a. Notification of the Business Agent in whose area the work is being performed.
b. For jobs started between 8:30 a.m. and 6:30 p.m. employees will work 7 1/2 (seven and one-half) hours for 8 (eight) hours pay with a 10% differential added to the wages.
c. For jobs started between 7:00 p.m. and 6:30 a.m. employees will work 7 1/2 (seven and one-half) hours for 8 (eight) hours pay with a 15% differential added to the wages.
d. The work is performed between 12:01 a.m. Monday and 11:59 p.m. Friday. Any other work will be paid at the established overtime rate and the differentials will not apply.
e. Coffee Break language will be adhered to as set forth in Article VI, Section 6. The time for a 30 minute lunch will be established at the beginning of the project and adhered to.
f. All overtime will be paid at the established rate including any Holidays as set forth in Article XIII.
g. Language does not apply to an employee who has worked the standard shift the same day.

For work on the third shift, there will be a 15% differential added to the wages. When multiple shifts are worked on Saturday, Sunday or recognized holidays, the following shall apply; when two (2) shifts are employed, each shift shall work seven and one-half (7-1/2) hours for eight (8) hours' pay at double the straight time rate of wages. With respect to the second shift, there will be a 10% differential added to the 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 time worked. For work on the second shift, there shall be a 10% differential added to the wages. For work on the third shift, there shall be a 15% differential added to the wages. On all shift work performed on Saturday, Sunday or holiday, the overtime rate of double time shall start with the beginning of the first or "morning" shift. Not more than one (1) shift shall be allowed on a job of less than five (5) days duration except in cases of an emergency, which shall be decided by the General Executive Board. In localities where the work is less than eight (8) hours per day, the hours on shift work shall be shortened proportionately.

It is agreed that shift work is not a desirable practice. However, it is recognized that there will be times when a second and third shift may be required due to special circumstances. It is agreed that shift work conditions will not be abused as an ongoing or regular industry practice. In the event of disagreement over a multi-shift operation, it is agreed that the parties will push for speedy arbitration and it is expressly understood that no multi-shift operation shall commence until such time as a neutral arbitrator rules that such special conditions do exist.

job immediately, and if required to go to some other point or to the office of the Employer, the Employee shall be paid for the time required to go to such places. When Employees quit of their own accord, they shall wait until the regular pay day 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.

If the regular pay day falls on a holiday, Employees are to be paid on the preceding day.

Employees are to be paid weekly, by noontime, in cash, on the job, during working hours. Payment may be made by check upon permit issued by the union. Such permit shall be withheld only for doubt of ability to pay wages.

Any employer who is not classified as a resident contractor shall make arrangements with a local bank in order for employees to cash pay checks.

Iron Workers shall not be required to punch a time clock for any General Contractor or Steel Erector.

Shift Work

SECTION 8. When two (2) shifts are employed, each shift shall work seven and one-half (7-1/2) hours, for eight (8) hours' pay at regular time. With respect to the second shift, there will be a 10% differential added to the wages. When three 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. For time work on the second shift, there shall be a 10% differential added to the wages.

tation, traveling time and expenses, providing they remain on the job thirty (30) days or until the job is completed, if it requires less than thirty (30) days. 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.

Work Notice

SECTION 5. No Employee shall be permitted to leave the employ of a contractor, without first notifying his Employer, before 4:30 p.m. so that schedule adjustments might be made, and replacements procured for the following day's operations, as well as notifying Local Union Hall by 8 a.m. on the following day.

Coffee Period

SECTION 6. A coffee period of ten (10) minutes shall be permitted each morning and afternoon with the understanding that one (1) Ironworker from each gang shall be allowed to procure the refreshments and all other men shall not leave their place of work. The break period shall commence when the refreshments are brought to place of work.

Pay Days

SECTION 7. The regular pay day shall be once a week on such day as agreed upon between the Employer and the Local Union and wages are to be paid in cash, check or other legal tender.

Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll.

When Employees are laid off, or discharged, they shall be paid in full in cash, check or other legal tender on the

following information relative to covered work performed by that employer during the 30-day period preceding the Union's demand:

i) Name of each covered employee; and
ii) the number of hours the employer employed each covered employee; and
iii) the project(s) on which the covered employee performed labor; and
iv) the last date of employment each covered employee last performed labor on each project reported.

Prompt Reporting Clause

When an Employee is ordered by the employer or his/her representative to report to work and, through no fault of the Employee is not put to work, weather permitting work, or employed for less than four (4) hours,the Employer shall pay the Employee four (4) hours pay at the applicable rate, provided the Employee remains on the job during the said four (4) hours. On jobs of more than four (4) hours duration, all Employees shall be paid for the actual hours worked. Employees who are sent from the Union Hall in the a.m. and report directly to the job, arriving at a reasonable time, dependent upon distance traveled, shall be paid from the starting time of that job. Employees failing to report directly to the job shall be paid from the time they arrive on the job.

Election Day

SECTION 3. There shall be a two (2) hour allowance for presidential election only to qualified voters only for the purpose of voting at no loss of pay in all areas.

Shipping - Employees

SECTION 4. Employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transpor-

SECTION II. One form, one prepaid stamp for all funds shall be implemented by the Union. This will consolidate all funds into one (1) check. The Prepaid Stamp Program for all funds will be in effect as of April 1, 1992, which will be submitted for every hour paid for each employee working under the jurisdiction of Local 7. This system replaces the previous system.

See Reference B for details explaining contribution procedure.

ARTICLE VI
Bonds

SECTION 1. Any Employer seeking to employ Iron Workers for a first time shall furnish and maintain a bond in the amount of $40,000 to the Ironworkers' District Council of New England, Health and Welfare Office, to protect the above funds from financial losses. Details of said bond are set forth in the Agreement and Declaration of Trust, together with any amendments thereto, and shall be considered a part of this Agreement as though set forth herein at length. Employers who maintain a record of prompt and proper payments to the Funded Programs for a period of two (2) years will not be required to renew bond. Should any Employer fall in arrears, after dropping the bond, said Employer shall be required to reissue the bond for a two-year period as a condition of employment.

If the employees are removed from the job by the union to enforce such payments, the employees shall be paid by the delinquent employer for all lost time at the straight time hourly rate.

SECTION 2. In order to protect the lien and bond rights, upon the Union's demand, any employer shall within three regular working days submit to the Union a Remittance Report. A Remittance Report shall contain at least the

Each Employer subscribes to and agrees to be bound by the provisions of the Agreement and Declaration of Trust of the Steel Erection and Ornamental Iron Industry Advancement Fund as executed on the first day of October 1981, and as it may be amended from time to time.

This Trust, known as the Steel Erection Advancement Program, shall be referred to in this section as "the fund". The fund shall be administered solely and exclusively by trustees appointed pursuant to the provisions of the trust instrument.

The fund will be used by its trustees for the following express purposes: training, education, safety and accident prevention, public and industry relations, industry promotion, equal employment, market development, market research, business seminars, industry meetings, dissemination of technical data and research statistics, engaging in any proper activity which will increase the efficiency of the industry and its ability to serve the public, provide information services and for the mutual benefit of employers and their employees.

The fund shall not be used for any of the following expressly prohibited purposes: (a) Lobbying in support of anti-union legislation (b) Supporting litigation before a court or any administrative body against the union or any of its agents (c) Subsidizing contractors during a period or periods of work stoppages or strikes.

As a part of the administration of the fund, there shall be an annual audit of the fund by an independent, certified public accountant. A copy of the audit shall be made available to all parties signatory hereto.

In the event that the union has reasonable cause to believe that the fund is being used for any of the purposes prohibited above, the dispute shall be subject to the arbitration provisions of this agreement.

It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302 (c) of the Labor-Management Relations Act of 1947, the signed individual authorization of every employee subject to this Agreement, both present and future, and furnish such original signed authorizations to the Employer to legally permit the Employer to make such payroll deductions from all employees covered by or receiving benefits provided for in this Agreement. It shall be the further responsibility of the Union to assume all legal costs, fees and damages which might arise relative to this practice. The Union shall indemnify and hold harmless the Employer from such actions.

Any Employer who fails to send the payment and the reports due under the Dues Deduction System as provided in this Article shall be considered in violation of this Agreement and subject to penalties outlined in Article VI.

See Reference B for details explaining contribution procedure.

NOTE: As of September 16, 1997, representatives of labor management, and the Fund Administrator for the NEDCIW Fund Office were examining alternative methods to streamline the payments to our benefit funds. Any new methods will be outlined in detail, and forwarded to all signatory contractors in a timely manner, to minimize the effects of said changes, as well as to simplify future payments for all involved parties.

Steel Erection and Ornamental Iron Industry Advancement Fund

SECTION 10. Each Employer shall pay to the fund the amount set forth in Article V, Section 1. Wages- for each hour paid to its employees covered by this agreement to the Steel Erection and Ornamental Iron Industry Advancement Fund.

amended. (b) Allow the Employer to deduct said contributions as an ordinary and necessary business expense. (c) Not be used to provide legal services against the Union, the Associations, the Fund or the Employer (including repre sentation in Unemployment and Workers' Compensation cases).

There shall be a total of six (6) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed are as follows: Three (3) Trustees shall be appointed by the Union; one (I) Trustee shall be appointed by the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc. (AGC); one (1) Trustee shall be appointed by the Building Trades Employers' Assoctation of Boston and Eastern Massachusetts, Inc. (BTEA); one (I) Trustee shall be appointed by the Steel Erectors Associalion of the BTEA. Representatives on the Board of Trustees shall at all times be equally divided among Union and Associations. The appointing parties shall also have the power to remove their respective Trustees appointed by them and to fill vacancies on the Board of Trustees.

Working Dues Deduction

SECTION 9. It is agreed that the Employer shall deduct the amount shown in Article V, Section 1. Wages–from net wages after taxes, for each and every hour paid to all employees covered by or receiving benefits provided for in this Agreement for all jobs falling within the jurisdiction of this Agreement. All such deductions shall be reported weekly. The form for this purpose is to be furnished by the Union.

It is agreed the Working Dues Deduction of two percent (2%) of the total package plus .85 for a Market Recovery Program and .03 for the Political Action League will be withheld out of net pay for each and every hour paid.

copy of the said Agreement and Declaration of Trust, together with any amendments thereto shall be considered as part of this Agreement as though set forth here at length.

Vacation Fund

SECTION 7. Employer shall withhold from wages the amount set forth in Article V, Section 1. Wages — for all hours paid to an Ironworker employee in accordance with this Agreement and the Employer shall distribute Vacation Fund Stamps in lieu thereof to said employees with the employee wages on each pay day is due.

See Reference B for details explaining the contribution procedure.

Legal Aid Fund

SECTION 8. The parties to this Agreement agree to form a jointly trusteed fund entitled Boston Iron Workers Legal Aid Fund pursuant to Section 302 of the National Labor Relations Act, as amended, to provide employees and their dependents with assistance in defraying the cost of legal counsel. Such Fund shall be established to collect and disburse monies for payment benefits to the employees covered by this Agreement. Such payments are to be made in accordance with the terms of the Trust Agreement hereinafter established.

Contributions to said Fund shall commence when duly authorized by the Union. It is agreed the Union may transfer five cents (.05) per hour from wages to this fund upon thirty (30) days written notice to the Associations.

It is understood by the parties to this Agreement that the Boston Ironworkers Legal Services Trust and Plan to be established shall (a) Conform to the requirements of Section 302 of the Labor Management Relations Act, as

Pension Supplement Fund

SECTION 5. Each Employer shall pay to the Fund the amount set forth in Article V, Section 1. Wages — for all hours paid to each of its employees covered by this Agreement to the Pension Supplement Fund.

The said Pension Supplement Fund shall be administered pursuant to an Agreement and Declaration of Trust Administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of said Agreement and Declaration of Trust, together with any amendments thereto shall be considered as part of this Agreement as though set forth here at length.

Annuity Fund

SECTION 6. Each Employer shall pay to the Fund the amount set forth in Article V, Section 1. Wages - for all hours paid to each of its employees covered by this Agreement to the Annuity Fund Program. The contribution shall be double for each premium time hour the Ironworker employee is employed in accordance with this Agreement.

See Reference B for details explaining the contribution procedure.

The contributions of the Employers shall be used, exclusively, to provide annuity benefits to eligible Employees in such form and amount as the Trustees of the Annuity Fund may determine, and the organization and administration expenses of the Annuity Fund.

The said Annuity Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. A

the Trustees of the Welfare Fund may determine, and the organization and administration expense of the Welfare Fund.

The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union which Agreement and Declaration of Trust shall conform to all requirements of law. A Copy of said Agreement and Declaration of Trust together with any amendments thereto shall be considered as part of this Agreement as though set forth here at length.

Pension Fund

SECTION 4. Each Employer shall pay to the Fund the amount set forth in Article V, Section 1. Wages — for all hours paid to each of its employees covered by this Agreement to the Iron Workers District Council Health and Welfare Pension Fund. The contributions of the Employers shall be used, exclusively, to provide pension benefits to eligible Employees in such form and amount as the Trustees of the Pension Fund may determine, and the organi zation and administration expenses of the Pension Fund.

The said Pension Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of said Agreement and Declaration of Trust, together with any amendments thereto shall be considered as part of this Agreement as though set forth here at length.

NOTE 2. The Local Union shall have the option to divert monies from wages to any of the funds upon sixty (60) days prior written notification to the Associations signatory hereto. (Journeymen Iron Workers also include Finishers, Fence Erectors, Rodmen, Precast Concrete Erectors, Machinery Movers & Riggers, Curtain Wall and Metal Sash Erectors.)

SECTION 2. Each Employer shall pay to the Fund the amount set forth in Article V, Section 1. Wages for all hours paid to each of its employees covered by this Agreement to an Education Fund. The contributions of the Employers shall be used exclusively for the training and education of apprentices; and further educating journeymen Iron Workers' in their trade; the establishment and maintenance of an apprenticeship training school; to furnish and supply facilities, tools, equipment and textbooks and other materials and supplies for the training of apprentices. Any payment from the Fund shall be made only where the Local Unions involved have an approved and active apprenticeship training program and the Fund shall be administered by the Joint Apprentice Committee.

Welfare Fund

SECTION 3. Each employer shall pay to the Fund the amount set forth in Article V, Section 1. Wages — for all hours paid to each of its employees covered by this Agreement to the Iron Workers District Council Health and Welfare Fund.

The contributions of the Employers shall be used, exclusively, to provide group life insurance, accidental death and dismemberment insurance, hospital expense insurance, surgical expense insurance, dental expense insurance and temporary disability benefits to eligible Employees and their families in such form and amount as

Employer's Contribution per hour as of 9-16-2000:

Pension Fund	$4.10
Welfare Fund	$4.00
Annuity Fund	$5.00 (Doubles for overtime hours)
Education Fund	$.35
Building Fund	$.50
Industry Fund	$.03
Pens. Supplement	$.65
Labor / Management Corporate Trust	$.15

Employee's Contribution per hour

(to be deducted by Employer)

Vacation Fund	$2.00
Dues Deduction	$1.76
Political Action	$.03

Future wage and/or benefit increases:

3-16-2001	$ .80 to be allocated
9-16-2001	$ .80 to be allocated
3-16-2002	$ .85 to be allocated
9-16-2002	$1.00 to be allocated
3-16-2003	$ .95 to be allocated
9-16-2003	$ .95 to be allocated
3-16-2004	$ .95 to be allocated
9-16-2004	Wage reopener, for wages and/or benefits only, from September 16, 2004 until September 15, 2006.

NOTE I. Foremen shall receive a minimum of $2.00 over Journeyman rate as of 9-16-2002.

wage or benefit non-payment, neither the Union or any member or member-representative shall be bound by the arbitration clause in this Agreement or otherwise be required to arbitrate the issue of wage or benefit non-payment, and the Union or member may immediately seek remedy in any and all appropriate civil, criminal, or administrative fora.

ARTICLE V

SECTION 1. **Wage Rates**

Journeyman

DATE	TOTAL		
9-16-2000	$40.28	Lawrence Rate	$35.87
3-16-2001	$41.08		$36.67
9-16-2001	$41.88		$37.47
3-16-2002	$42.73		$38.32
9-16-2002	$43.73		$39.32
3-16-2003	$44.68		$40.27
9-16-2003	$45.63		$41.22
3-16-2004	$46.58		$42.17

Breakdown of Total Package (*as of* 9-16-2000)

JIW Wages	Boston	$25.50	Lawrence	$21.09
Foreman	Boston	$26.75	Lawrence	$22.34

Foreman shall earn $1.25 per hour over Journeyman wages. Beginning 9-16-02 Forman shall earn $2.00 per hour over Journeyman wages.

NOTE: Fringe benefits in Boston and Lawrence are identical.

Wage re-opener 9-16-2004, and contract expires 9-15-2006.

ARTICLE IV
Settlement of Disputes

SECTION 1. Any dispute as to the proper interpretation of this Agreement, including just cause for discipline or discharge, 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 arbitrators to select a third member; in the event that the two (2) appointed arbitrators are unable within two (2) days to agree upon the third arbitrator, the grievance shall be referred to the AAA (American Arbitration Association). 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 the wage scale, or jurisdictional disputes.

Each party shall individually pay the expenses of the arbitrator it appoints and the two (2) parties shall jointly share the expense of the third (3rd) arbitrator.

Section 2. Nothing contained in this Agreement shall be construed as waiving or limiting in any way whatsoever the rights of any member or a member's representative, including the Union or trustee to any trust funds, to pursue civilly or criminally all available remedies against any employer who fails timely to pay wages or benefits, including pursuing to the fullest extent lawful any remedy provided under any federal or state statute or regulation including provisions, if any, providing punitive damages, attorney's fees and costs. In regards to remedying the

Subcontractors

SECTION 5. The Employer agrees not to sub-contract or sublet any work to be performed on the job site covered by this Agreement to any person, firm or corporation which is not in contractual relationship with the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers and Local 7.

Timely Notification

SECTION 6. Before any job begins the contractor agrees to give the Union Hall 24 hours notice. One of the purposes of this notice will be to give representatives of the union time to ascertain the current status of the contractor in question with our Fund office. The contractor further agrees that if they cease work entirely on any project, regardless of the reason, they will notify the Union Hall before any future work takes place on said project.

Scope

SECTION 7. The failure of either the Employers or the Union timely to assert any right arising under language contained in this Agreement shall not be deemed a waiver of that language or of rights available from that language or either party's ability to use that language later, for example, under different or similiar circumstances or incidents. This Section 7 shall not apply to time factors in the arbitration clause.

ARTICLE III
Scope of Agreement

SECTION 1. This Agreement contains all 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.

Equal Employment Opportunity Clause

SECTION 2. The Employers and Union covered by this Agreement agree that there shall be no discriminatory practice prohibited by any applicable Federal or State law or regulation in connection with the referral of an Employee by the Union to the Employer.

No Iron Worker shall be discriminated against because of race, color, religion, sex, national origin, or age as required by law.

Protection of Union Principles

SECTION 3. The removal of Journeymen Iron Workers and Apprentices from a job in order to render legal assistance to other Local Unions to protect the 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.

Compensation Insurance

SECTION 4. The Employer must at all times provide Workers' Compensation Insurance. Workers' Compensation Certificate (all operations coverage), with a ten-day cancellation clause, will be presented to the Union upon request.

securing by bolting and/or welding and the installation of steeltex, wire mesh or any substitute of any type when used for reinforced concrete construction. All layout work for the above regardless of equipment needed to perform operations; all work in connection with starting, stopping, operating, maintaining all equipment used in the performance of the above listed work; and all labor involved in water and wind testing of windows, curtain wall, metal panels or any other related materials.

Also, alteration, wrecking, dismantling and repair of all of the above, and all housemith work and submarine diving in connection with and field fabrication, production, *unloading, handling, re-handling, stockpiling, layout, drill*ing, installation, erection and construction (whether permanent or temporary) in any off-site holding or lay down *area regarding any of the above mentioned work. The* above claims are subject to trade agreements and decisions of the Plan for the Settlement of Jurisdictional *Disputes in the Construction Industry of the Building and* Construction Trades Department. The demolition of all of the above work shall be done by Iron Workers.

ARTICLE II
Union Security Clause

SECTION 1. All Employees who are members of the International Association of Bridge, Structural and Ornamental Iron Workers on the effective date of this Agreement shall be required to remain members of the Association as a condition of employment during the term of this Agreement. All Employees may be required to become and remain members of the Association as a condition of employment after the seventh (7th) day following the date of their employment, or the effective date of the Agreement, whichever is later.

steel frame construction, underpinning, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, pressure vessels and vessels of all types, wire mesh, wire work; wall, stub, stud, wall tires; wainscoting; waste compactors; weather stripping; weather vanes, weirs and weir plates, welding machines, wheel guards, winches, windows, window cleaning equipment, window washing hooks, window and door screens and brackets, window stools, wickets, window washer track, x-ray equipment, x-ray support. Aligning, leveling and surveying in conjunction with steel or machinery erection. The unloading, distributing, stockpiling and handling of all materials coming under the jurisdiction claims of the Union. Ornamental lead shall consist of the distributing, erection, installation, removal, uncrating and recrating, unloading and reloading, relocation, repair, maintenance, layout, removal, replacement, handling, cutting, bending, rigging, jobsite fabrication, framing, drilling, fitting, burning, incidental building of scaffolding, welding by combination of various gases and electricity. All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, layout, drilling, hoisting, placing, burning, welding, and tying of all material used to reinforce concrete including reinforcing rods on any structure whether on roads, bridges, or other use and construction shall be done by Iron Workers. Erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction of all types of reinforcing rods and mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms; G.F.R.C., Dryvit System, and any other similarly constructed products which ultimately simulate finished concrete panels, including the

associated work; poster frames; porch supports; plates and plate pit liners, porcelain enameled panels, prefabricated and pre-engineered metal buildings, preglazed windows, storefront, and window walls; pulverizers, reinforcing steel, racks, railings (including pipe), railroad bridgework and maintenance, radiator enclosures, reservoirs, revolving doors, rigging (including shipyards, navy yards, vessels and government departments), rigging in connection with display shows, roofs, mansard roofs, space roof systems, rolling grills and shutters, rotors, safe deposit boxes, night depositories and drive-up equipment, safety devices, safes, sash, scaffolding, scenery equipment; sculptures and art objects; scum plates; sills and sill plates; seats; seating and plank seating; security doors; security door frames; shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, signaling, rigging and hoisting involved with the use of helicopters; skate wheels; skip hoists, skylights, slope wall, smoke conveyors, smoke plates, space frames, solar energy panels, soldier piles, spandrels (metal, steel, and precast concrete), spillways, stacks, stacker cranes, stage equipment and counterweight system and rigging for asbestos curtain, stairways, including pre-engineered stairs; all types of stairs, stairing and steel supports; steel and fire proof curtains; storefronts and entrances; stators, stokers, storage racks used as an entricit part of a building, storage rooms, stoves, subways, sun shades, support brickwall and steel granite; swimming pool equipment ; switch gear, tables, towers, tanks, target ranges; target range baffles, booths and conveyors; temporary fencing ; thimbles; thresholds; tracks and guides, track frames; tramways, transformers, travelers, traveling sheaves, trellises; trim on vaults; turnstiles; trusses (including but not limited to steel, Howe and combination trusses), tunnels, turbines, all translucent and plastic material on

hangers, hanging ceilings, hardware, and screens, hoppers, hospital room t.v. supports and gas supports, hot rooms, inclines, iron doors, jail and cell work, jail cell beds, benches, bunks, chairs, tables, mirrors; jail cell access doors; joists (precast, prestressed and poststressed), the erection and dismantling of all types of cranes including jib-cranes; kalomeined doors, kilns, laminated wood structures, laser beams, lintels, load bearing elements (l.b.e.'s), lockers, locks and locksmithing, louvres, machinery (unloading, handling, layout, moving, rigging, hoisting, lowering and placing on foundations), mail and trash chutes, making and installation of all articles made of wire and fibrous rope, marquees, material altered in field such as, but not limited to, framing, cutting, bending, drilling, burning and welding by acetylene gas and/or hand or electric machines; erection of all curtain wall, window wall, glass, metal floor decking, metal forms and falsework pertaining to concrete or steel construction, metal furniture, metal strips or tight lacing for decorative or protective purposes, metal windows and enclosures, miscellaneous metals, mixers, modular buildings of all materials, monorails, multi-plate, name plates and nosing, nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts, MRI rooms; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, operating devices, operating and dental room light equipment; oxygen and gas pipe supports, oven, pans, panic devices and locks, panels (insulated and non-insulated, factory and field assembled), Q-panels; any type panel pertaining to curtain wall whether it be stone aggregate or precast; partitions, toilet partitions and supports, pen stocks, pile drivers, pin piles, pipe railing, pipe supports, plaques; plastic and synthetic fences, platforms; playground equipment; poles; post tensioning cables and all

rolling shutter doors, door plates; draft curtains; drapery track; domes, dowels, dredges, drums, duct and trench frames and plates, duct supports, dumb waiter enclosures and fronts, dumpers, duorails, drywall, metal trim; electrical supports, elevators, elevators cars, elevator fronts and enclosures, elevator dust covers and fascia; enamel tanks, enamel vats, ceramic, laminated spandrelite, entrances, erection of all steel towers, erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, operating fork lifts, material towers and scanning antennae; assembling and erection of offshore drilling platforms or similar installations; escalators escalator trim, approaches and subframing, expanded metals, expansion joints; expansion dams, extruded metals, erection, rigging or dismantling of all false work whether temporary or permanent; fascias, fascia soffits; fascia entrances and panels, fans and hot rooms, fencing of all types, fiberglass reinforced polymer (FRP) products or any other substituted materials and/or products which take the place of any work contained herein, fire equipment, breaks, stops and fire escapes, fins, flag poles, floor construction and flooring, floor plates, flumes, frames, frames in support of boilers, erection, rigging or dismantling of all framework, sheet metal on fence framework; highway metal plate guardrail; highway delineators and reflectors (metal or synthetic); guard cable; highway safety devices; fronts, fur and storage rooms, gates and collapsible gates, generators, grating, grillage and foundation work, grills, grill work, guards, guardrails, guides, greenhouses, guardhouses, gymnasium equipment, handrails (such as, but not limited to, aluminum, glass, steel, metal, wood, fiberglass reinforced polymer and pastic, as well as any conceivable combination thereof);

Geodesic and other domes, decking, diagrams and other roofing systems; agents and ticket booths, aprons, aqueducts, atriums, awnings, acoustical elements, sound barriers, computer floors, bells, bank fixtures, barjoist, blast furnaces, book stacks, buildings, boilers and stokers (sectional water tubs, and tubular), boxes, bracing, brackets, all bridges, bridge rails, bridge viaducts, bucks, bulkheads, bumper and bumper post, bunkers, cableways, cable slots and cablewells, cages, caissons (building and setting), canopies and unistrut canopies, car-dox and carports and enclosures, cart lifts, car lift fronts, caps, cast tiling, cat walks, chutes of all types, circuit breakers, clips, clocks, collars, column casings, column cladding, column covers, concentrators, counter supports, conservatories, conveyors, coolers, coping corbels, corrugated sheeting, the including the applicable insulation; cranes (the unloading, handling, distribution, redistribution, erection, installation, handling, jumping, dismantling, pulling or replacement of wire, operating, signaling, and all associated maintenance on all types of cranes in all forms of construction work); crushers, cupolas, curb guards, theater curtain and back stage lifts, curtains, curtain wall, window wall and substitute systems, stone curtainwall, dams.(cofferdams), metal decking; roof decking (such as but not limited to "Cofar" and similar type materials, as well as "Trusdeck," Mahon "M" deck and other dual purpose type roof deck), decorations and displays, dismantling and loading out conveyors, aggregate plants, batch plants, refrigeration plants, derricks including jumping and servicing of hoisting equipment and personnel hoists, directory boards, room dividers, docks and dock levelers, doors, metal or metal clad doors and frames; glass doors, hangar doors, patio doors rolling doors, overhead doors, sectional doors, rolling fire and iron doors, sliding doors, any and all maintenance on doors; fire doors;

PREAMBLE

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment or 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, 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.

ARTICLE I
Craft Jurisdiction

Iron Workers Union Local 7 claims for its members all work including, but not limited to: the field fabrication, production, unloading, handling, re-handling, distribution, redistribution, stockpiling, loading, rigging, altering, aligning, assembing and disassembly, placing, setting, tying, welding, securing, grinding, burning or torch cutting, fire-watching and preventing, general cleanup, drilling, installation, erection, construction and cleanup, whether permanent or temporary, of all structural iron, steel, ornamental lead, bronze, brass, copper, aluminum, glass, all ferrous and nonferrous metals and plastics; any and all types of precast, prestressed and poststressed concrete structures; agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal surfaces; access door and frames; air conditioner cans; amusement equipment; anchors;

Index

Article	*Recognition*	*Page*
I	Craft Jurisdiction	5
II	Union Security Clause	11
III	Scope of Agreement	12
IV	Settlement of Disputes	14
V	Wage Rates	15
VI	Bonds	24
VII	Notification Clause	30
VIII	Strikes and Lockouts	31
IX	Saving Clause	32
X	Work Hours Per Day	32
XI	Safety Provisions	38
XII	Apprenticeship	39
XIII	Overtime	42
XIV	Travel and Subsistence	44
XV	Miscellaneous	47
XVI	Duration and Termination	48
	Addendum	52
	Reference A	58
	Reference B	59
	Benefit Programs	62
	Life Insurance	63
	Accident Benefit Fund	67
	Henry F. Hughes, Joseph Brown, Joseph Maloney and Local 7 Memorial Scholarship Fund	71

2000 - 2006 AGREEMENT

BETWEEN

LOCAL UNION NO. 7
BOSTON, MASSACHUSETTS

OF THE

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS

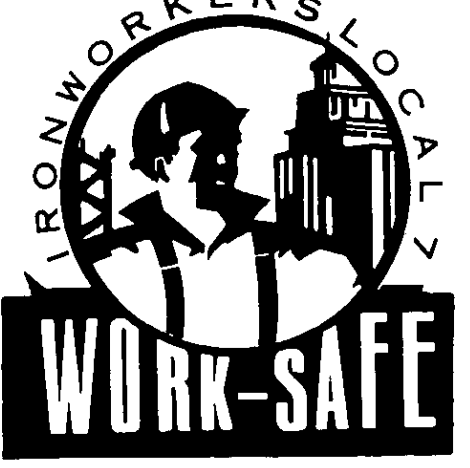
AND

BUILDING TRADES EMPLOYERS' ASSOCIATION OF BOSTON AND EASTERN, MASSACHUSETTS, INC.

AND

LABOR RELATIONS DIVISION OF THE ASSOCIATED GENERAL CONTRACTORS OF MASSACHUSETTS, INC.

Effective Date: September 16, 2000
Expires: September 15, 2006


IRONWORKERS LOCAL 7
WORK-SAFE