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AGREEMENT  
BETWEEN  
ALLIED BUILDING METAL INDUSTRIES, INC.  
AND  
LOCAL UNION NOS. 40 AND 361  
OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL  
AND  
ORNAMENTAL IRON WORKERS  
AFL-CIO  
(STRUCTURAL)

JULY 1, 2002 THROUGH JUNE 30, 2005

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AGREEMENT JULY 1, 2002 - JUNE 30, 2005

THIS AGREEMENT is made and entered into effective as of the 1st day of July, 2002 by and between ALLIED BUILDING METAL INDUSTRIES, INC., (hereinafter referred to as the "Association"), including its successors or assigns, for and on behalf of its members whose names appear on Schedule "A" (hereinafter referred to jointly and individually as the "Employer"), including their successors or assigns and including in such term any companies that may hereafter become members of the Association, and LOCAL UNIONS NOS. 40 AND 361 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS affiliated with the AFL-CIO (hereinafter referred to as "the Union" or "the Unions").

Section 1. PREAMBLE

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employer and the 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 conditions herein set forth and at wages herein agreed upon; also, in 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.

Section 2. CRAFT JURISDICTION

It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS, it being understood that the claims are subject to trade agreements to which the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS, AFL-CIO is a party, as well as the decisions rendered by the New York Plan for Settlement of Jurisdictional Disputes, and the National Joint Board for the Settlement of Jurisdictional Disputes.

The parties to this Agreement are subject to and agree to be bound by all decisions and awards made by the New York Plan for Settlement of Jurisdictional Disputes with respect to all jurisdictional disputes which may arise under this Agreement.

The classification of work covered by this Agreement shall include but not be limited to:

1. All work pertaining to the erection, alteration and demolition of structural steel, structural metals, precast, prestressed and poststressed concrete structures and units, including decking, as well as plastic, fiberglass and/or reinforced polymer or other composites that replace these structural materials and members.

2. All work on buildings, bridges and all other structures, whether elevated or not, where structural steel is being demolished, repaired, altered, replaced or removed, along with other materials, and any falsework pertaining to such work and power equipment, including but not limited to any cranes, lifts, backhoes, and or shears, is or is not being used in connection with the demolition, repair, alteration, replacement or removal, the slinging of and the hooking on of drafts of materials, or other heavy lifts, other than steel, which may have been prepared by house wreckers, together with all hoisting and lowering and the loading into trucks. However, on buildings where there is no structural steel to be demolished, and power cranes are being used in connection with the demolition, the work in question may be performed by either Iron Workers or house wreckers, as the contractor for the work may elect.

3. Handling from delivery at the site of the job and in erection of all structural steel, structural units as described in paragraph 1 above, and miscellaneous iron work coming under the jurisdiction of the structural iron worker.

4. All work involved in the installation and dismantling of all vault work performed outside the factory of the manufacturer of the vault, including but not limited to the following:

a. Handling from delivery at the job site of vault doors, day-gates, foot bridges, lowering platforms, glass doors, door stops, lining plates, partition plates, grills, inside and outside of vaults, architrave, claddings, night depositories, drive-in windows, walk-up windows, record containers, ledger desks, fireproof doors, safe deposit boxes, portavaults, automatic tellers, module bank buildings, power files, fire doors, lockers, chests, filler plates and finish plates and all work pertaining to the vault with the exception of painting, electrical and tile covering; and

b. Handling and shoring and rigging of all other materials or equipment used in the construction or dismantling of the vault from the time it reaches the job site on trucks, including the removal of said material and equipment from said trucks; upon completion of all vault work on any job all such material and equipment shall be removed from said job and placed on trucks by employees in the jurisdiction of the Union.

5. In all cases where cranes, derricks or any other hoisting equipment is assembled by iron workers, all rigging, hoisting and lowering of any material or equipment shall be performed by Iron Workers, and all such cranes, derricks, or any other hoisting equipment shall be dismantled by Iron Workers when the equipment is to be removed from the job; provided, however, that nothing herein shall preclude the existing practice of the intermediate use of derricks and similar equipment where the rigging, hoisting and lowering of any material is performed solely by members of other locals of

the International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO.

6. The operation of scissor lifts, electric impact tools, slewing platforms on a derrick and electric tools, etc., are tools of the trade, as are the use, operation and maintenance of welding machines.

7. RIGGING: Lowering and hoisting of all building material and equipment by hand or motive power, handling, placing and setting on foundations and erecting and dismantling all machinery, all tanks, driers, boilers, sectional water tube and tubular boilers and parts of framework belonging to same. Handling and erection of all stokers, pulverizers, cinder catchers, ash gates and furnace bottoms. Handling and placing on foundations all pumps, motors, blowers, compressors, mixers, crushers and agitators, handling of all heavy castings and all other material requiring rigging. Erection of all smoke stacks, handling of all safes, accumulators, engines, tunnel screens, transformers, reactance coils and all electric machinery. Erection, dismantling and operation of derricks, cranes and cableways not pertaining to the erection of steel structure. Setting all filters, screens, suction, sluiceways and gates. Handling of conveyors. Erection of all organs, bells, chimes, flagpoles and statues. Handling and erecting of printing press machinery into its approximate position.

8. RIGGING ON TUNNEL AND FOUNDATION WORK: The handling of all machinery, viz: compressors, motors, pumps, engines, hammers, concrete mixers, coolers, receivers, heaters, tanks, boilers, caissons and ballast, steel sheeting, concrete towers and chutes. Erecting, dismantling and moving all derricks, travelers, cranes, cableways, shovels, drags and shafts.

9. On all bridges, including but not limited to overpasses and approaches thereto, the replacement and repair of all bearing plates, rockers, machinery and the installation and removal of all falsework pertaining to such work including, but not limited to jacking, as well as the installation, replacement, repair, and/or removal of scuppers, troughs and hoppers.

### Section 3. TERRITORY

The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 40, New York, New York, having jurisdiction in Westchester, Bronx, Manhattan and Richmond Counties as well as all of the islands within the East River, New York Harbor and the lower Long Island Sound including but not limited to Rikers Island, Hart Island and David's Island, and the territorial jurisdiction of Local Union No. 361, Queens, New York, having jurisdiction in Kings, Queens, Nassau and Suffolk Counties in the State of New York as well as all islands in the surrounding waterways and any bridge, tunnel or structure leading to or from said geographic areas.



#### Section 4. BARGAINING AGENT

1. Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive bargaining agent for its employees in the performance of work covered by this contract for the purpose of bargaining collectively as to wages, hours and other conditions of employment.

2. In order to protect and preserve for the employees covered by this Agreement all work historically and traditionally performed by them, and in order to prevent any device or subterfuge to avoid the protection or preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work on a job site of the type covered by this Agreement as a single or joint Employer, a successor and/or alter ego entity to a signatory to the agreement (which shall be interpreted by the impartial arbitrator pursuant to applicable NLRB and judicial principles) within the trade and territorial jurisdiction of the Union, under its own name or under the name of another, as a corporation, sole proprietorship, partnership, or any other business entity including a joint venture, wherein the Employer (including its officers, directors, owners, partners, or stockholders) exercises either directly or indirectly (such as through family members) controlling or majority ownership management or control over such other entity, terms and conditions of this Agreement, including but not limited to the arbitration, the wage and fringe benefit provisions of this Agreement shall be applicable to all such work performed on or after the effective date of this Agreement. The foregoing shall not be interpreted to apply to separate employer situations.

#### Section 5. UNION SECURITY

1. All employees who are members of the International Association of Bridge, Structural and Ornamental Iron Workers on the execution date of this Agreement shall be required to remain members of the International Association in good standing as a condition of employment during the term of this Agreement. All other employees may be required at the option of the Union to become and remain members of the Union in good standing as a condition of employment from and after the eighth day following dates of their employment or the execution date of this Agreement, whichever is later.

2. The Employer shall have the right to discharge any employee for just cause.

#### Section 6. JOB NOTIFICATION

1. The Employer shall, at least forty-eight (48) hours, or, in an emergency, not later than sixteen (16) hours, before the commencement of any job or operation,

register such job with the Local in whose jurisdiction the work is to be performed and with the Office of the Joint Funds of Iron Workers Locals 40, 361 and 417 (hereinafter "the Fund Office"). The Fund Office shall maintain a register of each such job or operation and assign consecutive numbers to the same for purposes of identification. The parties hereby grant to the Trustees of the Joint Funds of Iron Workers Locals 40, 361 and 417 the power, in their discretion, to levy an assessment of up to Five Hundred Dollars (\$500.00), payable to the Joint Funds, against any Employer who fails to so register any job or operation.

2. The Employer shall notify said Local in writing at least forty-eight (48) hours in advance of hiring any new employees, in order to give the Local an opportunity to refer qualified applicants for such employment, provided, however, such notice may be waived by the Union and such waiver shall not prevent subsequent enforcement. Employees reporting to work on new jobs or new employees reporting to work on existing jobs shall be paid from the time they report to work, provided the request for the men is made by 2:00 p.m. of the preceding day. If an employee fails to report to work, he shall not be replaced by the Local unless the replacement has been specifically requested by the Employer, except to satisfy the crew requirements specified in Sections 26, 27, 28 and 29 herein.

3. Failure by the individual Employer to abide by the terms of paragraphs 1 or 2 of this Section shall permit the Union, without further notice, to forthwith withdraw its men from the jobs of the individual Employer or take such other action as it deems necessary, any terms of this Agreement to the contrary notwithstanding, and the Union shall have the right on ten (10) days' written notice to the Employer to institute an exclusive Hiring Hall arrangement through the Union, whereby all employees shall be selected and referred for employment, without discrimination by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of union membership, policies or requirements. Such Hiring Hall arrangement may provide for the selection and referral provided that such arrangements shall not be discriminatory as described hereinabove.

#### Section 7. WORK HOURS PER DAY

Eight (8) hours shall constitute a regular day's work, from 8:00 a.m. to 4:30 p.m., from Monday to Friday, inclusive, with a lunch period from 12 noon to 12:30 p.m., provided, however, that the Employer shall have the right to alter the regular day's work to 7:00 a.m. to 3:30 p.m., or 7:30 a.m. to 4:00 p.m., or during daylight savings time from 6:00 a.m. to 2:30 p.m. or 6:30 a.m. to 3:00 p.m. upon at least seven (7) day's prior written notice to the Union in whose territory the work is to be performed and such Employer may revert to 8:00 a.m. to 4:30 p.m. (the regular day's work) upon seven (7) days' written notice prior to the reversion. In the event the Employer elects to alter the regular day's work to 6:00 a.m. to 2:30 p.m., 6:30 a.m. to 3:00 p.m., 7:00 a.m. to 3:30 p.m., or 7:30

a.m. to 4:00 p.m., the one-half (1/2) hour lunch period shall commence four (4) hours after said applicable starting time of 6:00 a.m., 6:30 a.m., 7:00 a.m. or 7:30 a.m.

## Section 8. SHIFT WORK

This provision shall apply to all types of work under this contract excluding vault work and tower work.

### Monday through Friday:

**First Shift** – First eight (8) hours shall be paid at straight time rates; all work performed thereafter shall be paid at double the regular straight time rate.

**Second and Third Shifts** – First eight (8) hours shall be paid at time-and-one-half the regular straight time rate; all work performed thereafter shall be paid at double the regular straight time rate.

When any shift (Monday-Friday) does not complete the full eight (8) hours on such job on account of weather or other unforeseen circumstances beyond the control of the employee or Employer, the employee on such shift work shall be paid at the aforementioned rates for the hours worked, i.e., for the first shift, at straight time rates and for the second and third shift, at time-and-one-half the regular straight time rate.

### Saturday

All shifts – First eight hours shall be paid at time-and-one-half the regular straight time rate; all work thereafter shall be paid at double the regular straight time rate.

When any shift (Saturday) does not complete the full eight hours on such job on account of weather or other unforeseen circumstances beyond the control of the employee or Employer, the employee on such shift work shall be paid at time-and-one-half the regular straight time rate for the hours worked.

### Sunday

All Shifts – All work shall be paid for at double the regular straight time rate.

When any shift (Sunday) does not complete the full eight(8) hours on such job on account of weather or other unforeseen circumstances beyond the control of the employee or Employer the employee on such shift work shall be paid at double the regular straight time rates for the hours worked.

An employee who completes one (1) shift and is required to work on another shift starting within twenty-four (24) hours after the beginning of the first shift shall be paid at double the rate as hereinabove fixed for shift work for all work performed after completing the first shift.

Not more than one (1) shift shall be allowed on a job of less than five (5) days duration except in case of an emergency.

## Section 9. OVERTIME AND HOLIDAYS

On all work covered by this Agreement with the exception of all tower work and vault work referred to in Section 2, subsection 4 and Section 28 of this Agreement, time and one-half shall be paid for all work in excess of eight (8) hours which occurs at the end of the workday, Monday through Friday, up until and including ten (10) hours (the 9<sup>th</sup> and 10<sup>th</sup> hours) on any regular work day, and double time shall be paid for all work performed during the lunch break and all work in excess of ten (10) hours; time and one-half shall be paid for all work on Saturdays up to eight (8) hours and for all work which occurs during off-hours (non-shift work) up to eight (8) hours and double time shall be paid for all work thereafter which occurs on Monday through Saturday. Double time shall be paid for all work which occurs before the normal work hours established for the job whether such hours are the "regular hours" or set in accordance with the "flexible start" or "shift" provisions of this Agreement. Double time shall be paid for all work on Sundays and holidays. Off-hours work shall be defined as work, other than shift work or flexible work hours, which is regularly scheduled to be performed at times other than the normal work day and week as set forth in Section 7 of this Agreement. No premium time work shall be performed without prior permission of the Local in whose jurisdiction the work is being performed.

1. As long as a job consists of eight (8) hours per day, five (5) days or more of work to be performed on regular work days and regular work hours including flexible work hours as set forth in Section 7 of this Agreement, the job may work overtime during the week and on Saturday at the premium rate of time and one-half.

2. The five (5) days minimum requirement consists of five (5) individual days of work, performed during regular hours including flexible work hours as set forth in Section 7 of this Agreement, whether or not these are continuous days of work.

3. A job that is to be worked on weekends only requires the payment of double time for all hours worked.

4. In order for Saturday overtime to be worked at the rate of time and one-half, proper notice must be given to the Union and all affected employees no later than quitting time on the previous Thursday.

5. In order for weekday overtime to be worked at the rate of time and one-half, proper notice must be given. Proper notification of overtime during the week consists of calling the hall not later than quitting time on the day before the overtime is to be worked and notifying affected employees, except when overtime is required to complete an operation on the day the overtime is to be worked and the need for overtime to complete the operation was not known by quitting time the previous day.

The following holidays shall be observed:

New Year's Day	Labor Day
*New Year's Eve - Half Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	*Christmas Eve - Half Day
Fourth of July	

\* New Year's Eve and Christmas Eve: If any employee works a full half-day on the working day immediately preceding New Year's Day, he shall receive a full day's pay. The same shall apply if any employee works a full half-day on the working day immediately preceding Christmas Day.

No work shall be performed on Labor Day except to save life or property.

All such holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the normal calendar date except that holidays which occur on Sunday shall be observed on the following Monday.

#### Section 10. ECONOMIC PACKAGE AND WAGE RATES

A. Foreman	Per hour	Per day	Per week
07/01/02	\$35.85	\$286.80	\$1434.00

B. Asst. Foreman (Pusher)	Per hour	Per day	Per week
07/01/02	\$35.475	\$283.80	\$1419.00

C. Journeyman	Per hour	Per day	Per week
7/01/02	\$34.85	\$278.80	\$1394.00

D. Probationary Apprentice (no prior experience in construction work for at least 6 months)

	Per hour	Per day	Per week
07/01/02	\$18.45	\$147.60	\$738.00

E. Apprentice (for the 12 month period after completion of Probation).

	Per hour	Per day	Per week
07/01/02	\$19.05	\$152.40	\$762.00

F. Apprentice (for remainder of Apprenticeship Training, at least 18 months).

	Per hour	Per day	Per week
07/01/02	\$19.65	\$157.20	\$786.00

Total Apprenticeship period at least three (3) years.

The total package increase for the three (3) years is \$11.50 per hour; \$3.20 for the first year; \$3.80 for the second year and \$4.50 for the third year. The package will be divided as follows:

July 1, 2002 -	\$ 1.60 per hour
January 1, 2003 -	\$ 1.60 per hour
July 1, 2003 -	\$ 1.90 per hour
January 1, 2004 -	\$ 1.90 per hour
July 1, 2004 -	\$ 2.25 per hour
January 1, 2005 -	\$ 2.25 per hour

The Union shall have the option to allocate any portion of the wage and/or fund contribution increases set forth above at any time during the term of this Agreement, upon thirty days written notice to the Association.

Should by virtue of any existing or subsequently enacted legislation, any or all contributions to any fringe benefit fund be disallowed as an Employer tax deduction, said amount or amounts in excess of the allowable deduction shall be reallocated to either wages or another fringe benefit fund.

## Section 11. APPRENTICES

For all jobs located in Nassau, Suffolk, and Westchester Counties, the ratio of Registered Apprentices to workers is as follows: (a) One Apprentice may be hired when employing four (4), up to and including six (6) Journeymen; (b) A second Apprentice may be hired when employing eight (8), up to and including fourteen (14) Iron Workers including Foremen; and (c) A third Apprentice may be hired when employing fifteen (15), up to and including twenty-one (21) Iron Workers including Foremen.

On any other job or operation covered by this Agreement, one (1) out of every ten (10) workers employed, including Foremen, shall be a Registered Apprentice, provided, however, that one (1) out of every seven (7) workmen employed, including Foremen, may be an Apprentice. There shall be no limitation upon the type of work to which Apprentices may be assigned, provided, however, that no Apprentice shall be permanently assigned to any one task, but shall be reasonably rotated from task to task to

provide such Apprentice with maximum exposure to the tasks of the trade. All Apprentices employed in accordance with the foregoing, i.e., being reasonably rotated from task to task, shall be paid no more than the applicable Apprentice rate of pay as set forth in Section 10, Paragraphs D, E & F.

#### Section 12. TRAVEL EXPENSE OR SUBSISTENCE

All employees working in the Counties of Richmond, Westchester, Nassau and Suffolk shall receive travel expense as follows:

\$3.00 per day for Westchester, Nassau and Richmond Counties  
\$4.50 per day for Suffolk County

If the Employer transports employees on the Employer's own time and at the Employer's own expense to and from jobs located in these Counties, namely, Richmond, Westchester, Nassau and Suffolk Counties, during the regular working hours covered by this Agreement, payment of the travel expense mentioned above shall be waived. If an employee is ordered by his Employer to go from one job to another on the same day and the employee uses his own car, he shall be paid twenty (20) cents per mile plus tolls actually expended.

#### Section 13. PIECEWORK

It is agreed that piecework of any description is prohibited. 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 Employer agrees not to offer and/or to pay and the employees will not accept a bonus based on specific performance on any individual job.

#### Section 14. WORK LIMITATION

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

#### Section 15. PAYMENT OF WAGES

a. The payroll week shall end on Friday, quitting time, and wages and proof of purchase of fringes shall be paid by 9:00 a.m., Thursday and, if wages and said proof of purchase are not paid by Thursday, 9:00 a.m., on days the men are unable to work, the men shall be paid waiting time at the single, straight time rate from 8:00 a.m., Thursday until paid.

b. Wages are to be paid in cash or by check, provided, however, that prior to commencement of payment by check, the Employer must file with the Financial Secretary-Treasurer of each Local and with the Fund Office a bond guaranteeing payment to the employees in the penal sum of \$10,000.00 if his annual payroll for the year ending January 31st was \$100,000.00 or over, or a bond in the penal sum of \$5,000.00 if his annual payroll for the year ending January 31st was less than \$100,000.00. The annual payroll shall be determined from the records of the Iron Workers Locals 40, 361 and 417 Pension Fund based on wages earned by members of Locals 40 and 361. The bond shall be in a form acceptable to the Union and shall provide that notice of cancellation thereof shall be given to the Union and the Fund Office. Evidence of the renewal of any such bond shall be similarly filed in accordance with this Section.

In the event that an Employer issues a check or checks for wages which are not honored for payment for any reason, such Employer shall be required thereafter to pay wages only in cash.

c. When employees are laid off, or discharged, they shall be paid on the job immediately in full as hereinabove provided. If required to go to some other place or to the office of the Employer for their pay, they shall be paid for the time consumed in so doing by the shortest possible route and by a regular public conveyance, plus the carfare paid by them. When employees quit of their own accord, they shall wait until the regular pay day for the wages and stamps due them and they shall receive such wages and stamps at the office of the Employer or at such other place as may be mutually agreed upon between the employee and the Employer.

d. 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.

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

f. 1) The Employer shall deduct from the wages of each employee working within the jurisdiction of the Unions and who has executed an assignment, such sum as shall be certified in writing by the Financial Secretary-Treasurer of the respective Union to be the then current working assessment as duly adopted by the respective Unions, for each hour paid, which sum is the working assessment due to the Unions and shall remit the same to the Union within whose jurisdiction the work is being performed. Effective January 4, 1988, the Union Assessment will be included in the receipt. The Employers shall provide weekly to the Union, a written report containing adequate information to identify the employee, the number of hours paid and the location of the job site.



2) It is agreed that the appropriate written employee assignments authorizing the aforementioned deduction shall be in blanket form and filed in the Fund Office of the Locals 40, 361 and 417 Health, Pension and Vacation Funds.

3) The Fund Manager shall certify to the Employer by letter to the Employer the names of all those for whom he has an assignment. The Unions shall hold the Employers harmless for any claims arising out of their deduction of work assessments from the wages of employees working within the jurisdiction of the Unions made pursuant to and in accordance with this Section.

#### Section 16. HEALTH PLAN

a. For each straight time hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein, the Employer shall make contributions of \$6.20 per hour to the Iron Workers Locals 40, 361 and 417 Health Fund.

For each premium hour paid to each employee performing work covered by the Agreement within the meaning of Section 2 herein, the contribution shall be at premium rates. Premium time is defined in Section 9.

b. The contributions of the Employers shall be used exclusively to pay or provide for the payment of group life insurance, accidental death and dismemberment insurance, hospital expense insurance, surgical expense insurance, medical expense insurance, and temporary disability benefits to eligible employees and their wives and children under 19 years of age and any other lawful benefits which the Trustees may in their discretion provide, in such form and amount as the Trustees of the said Health Fund may determine. The Trustees shall, out of the funds in their possession, also pay or provide for the payment of premiums on policy or policies of group insurance for sickness benefits which shall provide disability insurance benefits required to be made and paid under Chapter 600 of the Laws of the State of New York approved and effective April 13, 1949, as amended, and the organization and administration of the Health Fund.

c. It is further agreed that this Agreement and the specific provision for sickness benefits hereunder, and such other benefits hereinabove mentioned as the Trustees may determine, shall be in lieu of any obligation imposed upon Employers or employees for insurance and contribution required or provided for in such mentioned law.

d. The said Health Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated September 1, 1948, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

e. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Health Fund. The said receipts shall be

given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

#### Section 17. PENSION PLAN

a. For each straight time hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein, the Employer shall make contributions of \$5.90 per hour to the Iron Workers Locals 40, 361 and 417 Pension Fund.

For each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein, the contribution shall be at premium rates. Premium time is defined in Section 9.

b. The contributions of the Employers shall be used exclusively to provide pension benefits through a qualified plan to eligible employees in such form and amount as the Trustees of the Pension Fund may determine, and the organization and administration expenses of the Pension Fund.

c. The said Pension Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated April 5, 1954, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Pension Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

#### Section 18. VACATION PLAN

a. For each straight time hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein (excluding Apprentices and Trainees for whom the contributions shall be \$5.70 per hour), the Employer shall make contributions of \$9.95 per hour to the Iron Workers Locals 40, 361 and 417 Vacation Fund.

For each premium hour paid to each employee performing work covered by the Agreement within the meaning of Section 2 herein, the contribution shall be at premium rates. Premium time is defined in Section 9.

b. The contributions of the Employer shall be used exclusively to provide vacation benefits to eligible employees in such form and amount as the Trustees of the Vacation Fund may determine, and the organization and administration expenses of the Vacation Fund.

c. The said Vacation Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated August 18, 1960, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Vacation Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

#### Section 19. APPRENTICESHIP AND TRAINING FUND

a. For each hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein the Employer shall make contributions of \$.58 per hour to the Iron Workers Locals 40 and 361 Apprenticeship and Training Fund.

For work performed for the duration of this Agreement, the contributions shall be at premium rates for each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein. Premium time is defined in Section 9.

The contributions of the Employers shall be used to provide for the training of apprentices and the upgrading or improvement of skills in the industry as shall be deemed necessary by the Trustees, and the organization and administration of this Fund.

b. The said Apprenticeship and Training Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated January 26, 1967, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

c. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40 and 361 Apprenticeship and Training Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

## Section 20. ANNUITY FUND

a. For each hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein (excluding Apprentices and Trainees for whom contributions shall be \$4.05 per hour), the Employer shall make contributions of \$7.95 per hour to the Iron Workers Locals 40, 361 and 417 Annuity Fund.

The contributions shall be at premium rates for each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein. Premium time is defined in Section 9.

b. The contributions of the Employers shall be used to provide annuity (supplementary retirement) benefits, permanent disability benefits and any other lawful benefits which the Trustees may in their discretion provide, in such manner and amount as the Trustees may determine, and for the organization and administration expenses of the Fund. The contributions shall be made on behalf of individual employees and credited to the individual employee's account in the Fund. The cents per hour contribution to this Fund shall not be considered as part of payroll for the purpose of calculating payments to any other Fund under this Agreement.

c. The said Annuity Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated November 13, 1969, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Annuity Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

## Section 21. TOPPING OUT FUND

a. For each hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein (excluding Apprentices and Trainees for whom contributions shall be \$2.75 per hour), the Employer shall make contributions of \$4.20 per hour to the Iron Workers Locals 40 and 361 Topping Out Fund.

The contributions shall be at premium rates for each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein. Premium time is defined in Section 9.

b. The contributions of the Employers shall be used to provide benefits pursuant to an additional benefits plan to eligible employees in such form and amount as the Trustees of the Topping Out Fund may determine, and for the organization and administration expenses of the Fund. The contributions shall be made on behalf of individual employees and credited to the employee's account in the Fund. The cents per hour contribution to this Fund shall not be considered as part of payroll for the purposes of calculating payments to any other Fund under this Agreement.

c. The said Topping Out Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated October 12, 1982, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40 and 361 Topping Out Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

## Section 22. INDUSTRY PROMOTION FUND

a. The Employer shall contribute \$.30 per hour, for each hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein to The Steel Institute of New York or its successor in interest. For work performed for the duration of this Agreement, the contributions shall be at premium rates for each premium hour paid to each employee performing work covered by the Agreement within the meaning of Section 2 herein. Premium time is defined in Section 9.

b. The said Steel Institute of New York shall continue to be administered pursuant to the Amended Agreement and Declaration of Trust dated June 12, 1972, which, as amended and/or restated from time to time, is hereby incorporated by reference and made part hereof.

c. The contributions shall be used to advance the interests of the iron and steel industry in the Greater New York area and of those who are engaged in it through such programs and activities, and in such manner and amount, as the Trustees in their discretion may determine are likely to foster greater use of the industry's products and services, expanded opportunities for employment, higher efficiency, the elimination of substandard working and safety conditions and related purposes as more fully specified in the Amended Agreement and Declaration of Trust dated June 12, 1972, and for the organization and administration of the Fund.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Union Security Funds Office. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

e. At the option of the Association, the contribution to The Steel Institute of New York shall be increased during the course of this Agreement a maximum of \$.10 per hour bringing the total contribution to \$.40 per hour.

#### Section 23. INSTITUTE OF THE IRONWORKING INDUSTRY FUND

a. The Employer shall contribute \$.02 cents per hour for each hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein to the Institute of the Ironworking Industry. For work performed for the duration of this Agreement, the contributions shall be at premium rates for each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein. Premium time is defined in Section 9.

b. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Union Security Funds Office. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

#### Section 24. TRUST FUNDS PROTECTION

a. The Employer shall make available to the auditors of the Pension, Health, Vacation, Apprenticeship, Annuity, Topping Out and Industry Promotion Funds provided for in this Agreement, within ten (10) days after written notice from the Trustees, any and all records which, in the discretion of the Trustees of said Funds or any one Fund, may be required including any and all records of any of the Employer's affiliated companies within the meaning of Section 4(2) herein to determine whether the Employer has made the contributions it is obligated to make pursuant to this Agreement.

b. The Employer shall furnish the Trustees of the Pension Fund, the Trustees of the Health Fund, the Trustees of the Vacation Fund, the Trustees of the Apprenticeship Fund, the Trustees of the Annuity Fund, the Trustees of the Topping Out Fund and the Trustees of the Industry Promotion Fund with reports for each calendar month not later than the 15th day of the month following, providing the names, job classifications, social security numbers, wages earned and hours worked for all employees covered under this Agreement, together with such other information as may be required by the Trustees for the proper and efficient administration of each of the said Funds.

c. Notwithstanding the provisions for the methods of payment of contributions to the various Trust Funds set forth in prior Sections of this Agreement, the Trustees of each of the Funds may in their discretion revise the agreed upon methods of payment of contributions and the Employer shall, upon adequate notice, thenceforth make contributions to the Funds in accordance with the newly-prescribed methods of payment.

d. Failure to pay contributions or to provide reports or records in accordance with this Section to any of the aforesaid Funds as required, shall constitute a breach of this Agreement by the defaulting Employer, and the Union, without further notice, reserves the right to forthwith withdraw its men from jobs of the Employer, or take such other action as it deems necessary, any terms of this Agreement to the contrary notwithstanding, and the defaulting Employer must pay to each employee at the straight time rate for the number of regular working hours of employment which the employees who are withdrawn from the Employer lose as a result of such withdrawal.

e. The Union will not furnish any employees to any Employer until and unless a signed copy of a collective bargaining agreement between the Union and the Employer is filed with the Trust Fund Office.

f. Each Employer is required to file with the Unions and Fund Office a surety bond in the following amounts:

Number of Members in the Bargaining Unit	Amount of Bond
1-9	\$30,000
10-24	\$75,000
25 & more	\$150,000

The determination of the number of members in an individual Employer's bargaining unit shall be based on the average number of such employees employed during the fifty-two (52) week period immediately preceding the purchase or renewal of the surety bond.

The purpose of the bond is to guarantee the payment of all contributions to the Pension, Health, Annuity, Vacation, Apprenticeship Training, Topping Out and Industry Promotion Funds. Such bond shall provide that the Unions and the Fund Office be given notice of cancellation of same. Renewal of such bonds shall be similarly filed in accordance with this sub-section.

Any Employer who is party to a collective bargaining agreement as of June 30, 2002 shall be given thirty (30) days from the date of a "Notice to Comply" with the aforementioned bond requirements to comply therewith. All other Employers shall be given fourteen (14) days from the date of a "Notice to Comply" with the aforementioned bond requirements to comply therewith.

In the event an Employer is delinquent in its contributions to the aforementioned benefit funds for more than one (1) week, written notice of such delinquency must be given by the Union and Fund Office to the surety company underwriting the bond. The Union will not furnish any employees, nor shall the Fund office sell any benefit stamps to any Employer who has not complied with the provisions of this sub-section.

g. In the event of any nonpayment or underpayment of any fringe benefit fund contribution as provided in this Agreement, then there shall be added to such indebtedness interest at the prime rate per annum charged by The Chase Manhattan Bank and liquidated damages of twenty percent (20%) of the amount of the indebtedness.

In the event a dispute arises in connection with the meaning, interpretation, application of the fringe benefit provisions or the alleged violation of the Employer's obligation to make required fringe benefit contributions to any of the Funds as required by Sections 16 through 23 or in connection with any of the provisions of this Section 24, or in connection with any rule or procedure of the Trustees of any of the Funds affecting collection of contributions to the Funds or distribution of stamps to employees, such dispute shall be submitted for final and binding determination to the Hon. Eric Schmertz, as the Impartial Arbitrator. If for any reason Eric Schmertz is incapacitated or for any other reason is unable to act expeditiously, he shall designate a substitute Arbitrator. The Arbitrator shall have all the powers granted to arbitrators pursuant to the Civil Practice Law and Rules of the State of New York and shall be authorized to compel the production of books and records involved in a dispute. The decision rendered by the Impartial Arbitrator shall be final and binding on the Employer and the Union. The expense of the arbitration procedure shall be borne equally by the Employer and the Union except that, if collection is made pursuant to an arbitration award, such decision shall contain a directive that the Employer pay the actual cost of an audit, if any, used to establish the indebtedness, plus the arbitration fee of \$700.00 per day for arbitration costs and expenses, plus reasonable attorneys' fees in the amount of twenty-five percent (25%) of the indebtedness in delinquency cases, which amount the parties agree is a reasonable collection charge and reasonable attorneys fees determined by the arbitrator in failure and/or refusal to submit to an audit cases, and, in addition thereto, interest at the prime rate per annum charged by The Chase Manhattan Bank and liquidated damages of twenty percent (20%) of the payments due to said Funds, which amounts shall be paid to the Trustees of said Funds. It is recognized and agreed that the Funds have had and continue to have an independent right to submit such disputes to the Impartial Arbitrator.

h. The Trustees of any or all of the said Funds may refer the collection of the required payments and the refusal to submit to audit cases to an attorney and, in that event, the Employer agrees to pay, in addition to the monies owing, all collection expenses including court costs, if any, together with interest and liquidated damages as per subsection g, and attorneys' fees of twenty-five percent (25%) of the delinquency



which the parties agree is a reasonable collection charge and reasonable attorneys fees in audit cases to be set by the arbitrator.

i. The Joint Board of Trustees shall employ as many investigators as it deems necessary to insure that all the companies who contribute to the trust funds are doing so in the proper amount, that all the jobs or operations which fall within the jurisdiction of the Locals are being performed by Employers who have signed full collective bargaining agreements with the Unions which agreements are on file in the Fund Office; that Employers are purchasing stamps in the proper amount, that all jobs or operations are registered with the Fund Office, that the employees are receiving stamps with their weekly pay in the proper amount. The investigators shall have the authority to check job stewards' reports with the employees on the job as well as with the Employers and their representatives.

j. Resort to a remedy under this Agreement or under the Agreements and Declarations of Trust for the collection of contributions due the Funds or any one Fund, shall not be deemed a waiver of the right to resort to any other remedy provided therein or by law. Resort to one remedy at one time shall not be deemed a waiver of the right to resort to others at a future or subsequent time. In any proceeding to confirm an award of the Impartial Arbitrator, service may be made by Registered or Certified Mail within or without the State of New York, as the case may be.

k. In the event an Employer becomes delinquent to the Funds and a principal, officer, majority stockholder or person who maintains defacto control over said entity becomes a principal, officer, majority stockholder or person who maintains defacto control over any other entity which performs work as set forth in Section 2 of this collective bargaining agreement, the company with which said person becomes affiliated as set forth above, shall be subject to all the rights and remedies set forth herein, including, but not limited to, collection of the former Employer's debt, as well as the remedies set forth in Section 24 (d) above.

## Section 25. REPORTING TIME

When an employee is ordered by the Employer or his representative to report for work and then through no fault of the employee is not put to work or is employed for less than two (2) hours, the Employer shall pay him for two (2) hours' time, conditions permitting work, provided the employee remains on the job during the said two (2) hours. On jobs of more than two (2) hours' duration, all employees shall be paid for the actual hours worked. However, Iron Workers will receive one (1) hour of "show-up" pay for days they cannot work due to weather conditions. The Iron Worker must remain on the job site for one (1) hour in order to be eligible for this pay. At the Employer's discretion, it may require employees to remain on the job site for two hours on such days and, in such event, employees remaining on the job site shall receive two (2) hours of "show-up" pay. When employees are required to go from yard to job or from job to job during their

working hours, they shall be paid for the time consumed by them in so doing plus carfare paid by them. On a job-by-job basis, and subject to mutual agreement between the Employer and the Union, Iron Workers may be required to be at their work stations at 8:00 a.m. (or 7:00 a.m. or 7:30 a.m. if the job in question is being worked under the flexible starting time provision of the Agreement). The compensation for this condition will be agreed upon on a job-by-job basis.

When an employee is ordered by the Employer or his representative to report for work on Saturday, Sunday or a holiday, but then through no fault of the employee is not put to work or is employed less than two (2) hours, the Employer shall pay him for two (2) hours' time at premium rates provided the employee remains on the job during the said two (2) hours.

When a Foreman or Assistant Foreman is ordered by the Employer or his representative to report for work on a Saturday or Sunday and then through no fault of the employee, is not put to work, he shall receive eight (8) hours pay at the regular straight time rate. When a Foreman or Assistant Foreman is ordered to report for work on a holiday and then through no fault of his own is not put to work, he shall receive at least two (2) hours' pay at premium rates plus the eight (8) hours' pay at straight time to which he is otherwise entitled. If such employee is put to work on a holiday and works in excess of four (4) hours, he shall receive a total of sixteen (16) hours' pay at straight time rates.

## Section 26. FOREMAN

On all jobs, there shall be a Foreman who shall receive a Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the workmen. There shall be no restriction as to the employment of Foremen or Assistant Foremen (pushers). The Employer may employ on one piece of work as many Foremen or assistant foremen (pushers), as in his judgment are necessary for the safe, expeditious and economical handling of the same.

All foremen and assistant foremen (pushers) shall be classified as straight time men who are hired by the week except at the start and finish of the job, and in such cases, they shall be paid for the actual days worked.

On completed jobs where one (1) man returns to do corrective work or where one (1) welder is left to complete his operation, he shall be the Foreman and, in that event the rate of pay for Foreman shall be paid.

## Section 27. IRON WORKERS REQUIRED ON GUY AND STIFF LEG DERRICKS

All guy and stiff leg derricks when used in erecting structural steel work shall be manned by six (6) men and a pusher (assistant Foreman) unless the derrick is turned by a mechanical device, in which case such derrick may be manned by five (5) men. On the erection of steel where a crane is used, a minimum of five (5) men and a Foreman shall be used, with one (1) man designated as a signal man, provided, however, for the erection on buildings of two (2) floors or less of structural steel, with the use of a hydraulic type rig with telescoping boom such as a cherry picker, not exceeding thirty-five (35) tons maximum capacity, a minimum of four (4) men plus a Foreman may be used.

On jobs located in Nassau, Suffolk and Westchester Counties, for the erection of two (2) tiers or less of structural steel above grade, a minimum of three (3) journeymen plus a registered apprentice (when available from the hall) plus a Foreman may be used.

On hand derricks a Foreman and a minimum of four (4) men shall be used. On all other work where no derrick is used, a sufficient number of men shall be employed. It is agreed that the Employer, together with the Union, shall decide the number of men necessary to man a job properly.

## Section 28. VAULT WORK

On all vault work performed within the jurisdiction of the Unions as set forth in Section 2, paragraphs 4a and 4b of this Agreement the following minimum number of workers shall be employed for the jobs indicated below:

1. At least six (6) Iron Workers and one (1) Foreman:

On all jobs involving the use of a gallows frame in the installation or removal of liners or vault doors.

2. At least five (5) Iron Workers and one (1) Foreman:

On jobs involving the installation or removal of a one-inch (1") liner at sidewalk level.

3. At least four (4) Iron Workers and one (1) Foreman:

On jobs involving the installation or removal of a one-half inch (1/2") liner at sidewalk level; on module bank buildings (mini-banks); on jobs involving the installation or removal of safe deposit boxes above or below sidewalk level; on jobs involving the installation or removal of portavaults above or below sidewalk level.

4. At least three (3) Iron Workers and one (1) Foreman:

On jobs involving the installation or removal of vault doors; on jobs involving the installation or removal of oversized or stacked safe deposit boxes; on jobs involving the installation or removal of night depositories above or below sidewalk level; on jobs involving the installation or removal of portavaults at sidewalk level; or on jobs involving the installation or removal of chests or safes above or below sidewalk level, or chests or safes in excess of one (1) ton at any level.

5. At least two (2) Iron Workers and one (1) Foreman:

On jobs involving the installation or removal of fire doors; on jobs involving the installation or removal of standard size (200 series, 32-1/2" x 24") safe deposit boxes; on jobs involving the installation or removal of power files and on jobs involving the installation of chests or safes which weigh below one (1) ton.

6. At least one (1) Iron Worker and one (1) Foreman:

On jobs involving the installation or removal of automatic tellers, including all link ups between outside customer units and inside teller units; and the unloading, assembly and installation of undercounter steel.

#### Section 29. RIVETING GANGS

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

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

#### Section 30. SAFETY PROVISIONS

a. **Planking Floors.** Working floors upon which derricks set must be covered tight with suitable planking over entire floor except where openings are left for ladders. No more than two (2) floors, or a maximum of thirty (30) feet, beneath each riveting scaffold shall remain open or uncovered, and all such floors shall be planked within a minimum radius of ten (10) feet. Metal decking may be used instead of plank provided the decking is securely fastened.

b. Stiffening and Supporting Working Load Points. When 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.

c. Riding the Load or Load Falls. No employee shall be permitted to ride the load or load fall except in case of inspection, and erection and dismantling of derricks.

d. Slings. Wire rope cable will be used instead of chains, hemp or nylon slings.

e. Netting of bridges. All bridges over fifty (50) feet above water will be netted adequately to protect employees.

f. Burning and Welding. On jobs involving burning on all surfaces containing toxic substances or contaminants the Employer shall supply Mine Safety Appliance constant flow air respirators or the equivalent thereof; on jobs in bank vaults where any burning or welding is required, exhaust fans shall be provided by the Employer.

g. The Employer expressly agrees to comply with the rules relating to the PROTECTION OF PERSONS EMPLOYED IN THE ERECTION, REPAIR AND DEMOLITION OF BUILDINGS OR STRUCTURES in the Industrial Code of the State of New York and also to comply with the regulations promulgated by the U.S. Department of Labor pursuant to the provisions of the Occupational Safety and Health Act.

h. Protection of Signal Devices. Proper practical safe protection shall be used for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operations of any and various devices in connection with work being done by employees.

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

j. Sweet milk or buttermilk shall be made available by the Employer to all men only when engaged in burning or welding on any material that is coated, painted or galvanized.

k. Helicopters shall not be used for erection.

l. An emergency telephone shall be provided to a responsible Employer representative within reasonable proximity to the work and the Employer will notify the Unions of the phone number designated for this purpose.

### Section 31. EMPLOYMENT OUTSIDE OF JURISDICTION

When employees are sent outside of the territorial jurisdiction defined herein, as a minimum the rate of wages prevailing in New York City shall be paid as well as transportation expenses; when traveling at night, the Employer shall also furnish meals and berth. If the workman leaves the work before it is completed and without the consent of the Employer, it shall be on his own time and at his own expense.

When employees are employed on projects where jurisdiction is shared with another local of the International Association of Bridge, Structural and Ornamental Iron Workers, the rate of wages for all Iron Workers on such jobs shall be that which is set forth in this Agreement.

### Section 32. DRINKING WATER - CLOTHES ROOM

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.

The Employer will be held responsible for the loss of an employee's clothing if such loss occurs due to fire, theft or circumstances beyond the control of the employee while the employee's clothing is stored in the shed or room provided by the Employer, provided however, that the Employer's liability under this section to each workman shall be limited to a maximum amount of two hundred dollars (\$200.00). In no event, however, shall the Employer be responsible for the loss of an employee's money or personal valuables.

### Section 33. COMPENSATION INSURANCE

The Employer must at all times provide insurance coverage required under the NYS Workers Compensation Law and shall furnish evidence of such coverage to the Union. Employers shall be given a grace period of ten (10) business days from the date of notice to provide such evidence of coverage to comply therewith. Failure to provide such evidence within such grace period shall be considered a breach of this contract and the Unions may withhold or remove employees from any job in question. Additionally, after the passage of the aforementioned ten (10) business day period, on any job where employees report to work and the Employer cannot produce evidence of coverage, and the employees cannot proceed to work, the employees shall be paid two hours "show-up" pay.

#### Section 34. BUSINESS REPRESENTATIVE

The Business Representative of the Union shall be permitted to visit all jobs, but will in no way interfere with the progress of the work.

#### Section 35. JOB STEWARD

There shall be a steward on each job who shall be appointed by the Business Representative. He shall keep a record of the workers laid off and discharged; and take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the Business Representative, who shall attempt to adjust any matter without a stoppage of work. The steward shall see that the provisions of this Agreement are complied with and report to the Union the true conditions and facts. The steward shall see that all injured members are properly cared for and report all accidents promptly to the Union.

It shall be the duty of the job steward to file timely, complete and accurate Steward's Reports with the Unions and the Fund Office on forms provided by the Unions for such purpose.

The Employer agrees that the job steward will not be discharged until after proper notification has been given to the Union and further, when employees are laid off, the job steward will be the last man laid off, providing he is capable of performing the work in question; it being understood and agreed that the steward's duties shall not include any matters relating to referral, hiring or termination of employment.

The Union agrees that these functions of the job steward shall be carried on in such manner as will not retard or interfere with the performance of work for the Employer by the job steward or other employees on the job.

#### Section 36. PROTECTION OF UNION PRINCIPLES

The removal of journeyman iron workers and apprentices from a job in order to render legal assistance to other Local Unions to protect Union principles shall not constitute a violation of this Agreement, any provision to the contrary notwithstanding, providing such removal is first approved by the General Executive Board and notice thereof is first given to the Employer involved. The Unions agree that when they have advance notice of demonstrations, rallies, or other activities for the protection of union principles consistent with this section, they will provide advance notice, whenever possible, of same to the Association through the office of its Executive Director.

Section 37. NON-DISCRIMINATION

There shall be no discrimination against any employee by reason of race, creed, color, national origin, sex or age.

Section 38. STANDARDS OF APPRENTICESHIP

The signatories hereto agree to abide by the Standards of Apprenticeship heretofore formulated by them as contained in a written document and as the same has been or may be amended from time to time.

Section 39. SUBCONTRACTORS

The Employer agrees not to sell or assign, subcontract or sublet any work covered by this Agreement to any person, firm or corporation which is not in contractual relationship with the Union. Any Employer who violates this Section shall be liable to the Joint Funds for the fringe benefit contributions due on work performed by his subcontractor.

Section 40. SETTLEMENT OF DISPUTES

(1) a. There shall be no strikes or lockouts upon the work of the Employer, nor shall the members of the Union collectively or in concert leave the work of the Employer, nor shall any sympathetic strike against any Employer be entered into by the Union.

Any grievance, complaint, or dispute between the Union and the Employer arising out of this Agreement or as to the meaning, interpretation, application or alleged violation of any provision or provisions of this Agreement, except as provided in subsection (2) of this Section, shall be handled in the first instance by an officer of the Union designated by the Union and a representative of the Employer involved who is a member of the Association.

b. If the Representatives of the Union and the Employer fail to reach an agreement within five (5) work days, the grievance, complaint, or dispute shall be handled by a designee or designees of the Union and the Association. The designee of the Allied shall be a member of the Association or a permanent employee of the Association.

The aggrieved party shall file a statement of the grievance, complaint, or dispute with the Association or the Union, as the case may be.



The designees shall meet within two (2) work days after the receipt of written notification.

c. If the designees of the Union and the Employer fail to reach agreement within three (3) work days after they meet, as provided above, the grievance, complaint, or dispute shall upon request of either party to this Agreement be submitted for final and binding determination to an Arbitrator designated by the American Arbitration Association in accordance with its rules and regulations. The Arbitrator shall be empowered to employ all powers granted to arbitrators pursuant to the Civil Practice Law and Rules of the State of New York and shall be authorized to compel the production of books and records involved in a dispute.

d. If the party initiating the grievance, complaint or dispute fails to submit the matter to the American Arbitration Association as set forth above, within thirty (30) work days after the designees of the Union and the Association are unable to reach agreement, the matter shall be dropped.

e. The expense of the arbitration procedure shall be borne equally by the Employer and the Union.

f. The Arbitrator shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee(s) or Employer(s) involved. Nothing herein shall be construed to forbid either party from resorting to Court relief from, or to enforce rights under, any Award. In any proceeding to confirm an award of the Arbitrator, service may be made by Registered or Certified Mail, within or without the State of New York, as the case may be.

(2) The foregoing provisions for arbitration are not intended and shall not be construed as in any way qualifying or making subject to change any provisions of the Agreement including, but not limited to the handling of negotiations for a new Agreement, change in wage scale or jurisdictional disputes.

#### Section 41. COFFEE BREAK

Each employee shall be entitled to one (1) coffee break of not more than five (5) minutes in the morning and one (1) coffee break of not more than five (5) minutes in the afternoon, to be taken at the employee's position.

#### Section 42. UNION MEMBERS AS CONTRACTORS

It is contrary to the spirit of this Agreement and contrary to the Constitution of the International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO,

for active Union members to act as contractors or for Employers to work with the tools or otherwise perform the work performed by members of the bargaining unit. Therefore:

a. No Union member may act as an Employer under this Agreement unless he first takes out a withdrawal card pursuant to the Constitution of the International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO.

b. No members of any Local Union shall perform any bargaining unit work for any contractor owned, managed or controlled directly or indirectly by the wife, father, mother, brother, sister or relative of any member of a Local Union until such member or members have obtained permission from the Executive Committee of the Local Union to work for such contractor.

Any member found to have violated the provisions of Sections 42 (a) and/or 42 (b) shall be subject to the following sanctions:

1. Suspension from membership in the Union.

2. Pay to the Trustees of the Pension, Health, Vacation, Apprentice, Annuity and Topping Out Funds, in addition to the amounts required to be contributed to the various fringe benefit funds as set forth in Sections 16 through 23, an additional amount equal to said level of contributions for each hour of employment worked in violation of said Sections 42 (a) & (b). All monies so received shall be used to offset the administrative expense of the said Funds and shall not be credited to the individuals involved.

c. The Unions shall not enter into any contract or furnish its members to work for any contractor or company which is owned or controlled directly or indirectly by the wife, father, mother, brother, sister or relative of any member of a Local Union unless such contractor first applies and receives permission from the Executive Committee of the Local Union.

d. For the purposes of this Section, signatures by members of any Local Union on payroll checks, any and all reports to City, State or Federal Agencies, business insurance policies, bank accounts, and the like, shall constitute presumptive evidence of the ownership or control of the business by such member. Such documents shall be available to the auditors and any investigators employed by the Joint Funds for the purpose of inspecting the signatures thereon.

#### Section 43. UNION AGREEMENTS

If either of the Unions enter into any written agreement which permits the employment of its members on any job under terms and conditions less favorable than are provided herein, all Employers party to this Agreement shall be granted such less favorable terms and conditions. The Unions will enforce this Agreement diligently and uniformly so that no discrimination against any members of the Association will exist.

#### Section 44. RECORD KEEPING

a. Upon receipt of appropriate information from the Employers, the Fund Office shall keep a record of the names and social security numbers of those members of the bargaining unit who have received the safety training required by OSHA's HAZ COM regulations. The aforementioned records shall also, where provided by the Employers, list the Employer providing said safety training.

b. Upon receipt of appropriate information from the Employers, the Fund Office shall keep a record of the name and social security number of those members of the bargaining unit who have completed I-9 forms as required by the U.S. Immigration & Naturalization Service. The aforementioned records shall also, where provided by the Employers, list the Employers who obtained said I-9 form.

c. The Employer agrees to indemnify and hold harmless the Union from any and all claims, actions or proceedings arising out of said record keeping requirements as set forth in Sections 44 (a) and (b) above.

#### Section 45. SCOPE OF AGREEMENT

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

#### Section 46. SAVINGS CLAUSE

Should any part of or 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.

Section 47. DURATION AND TERMINATION

The Agreement shall remain in full force and effect until midnight of June 30, 2005 and, unless written notice be given by either party to the other at least four (4) months prior to such date (June 30, 2005) 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 thereto, shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as hereinabove provided for in this Section, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of New York, State of New York.

FOR LOCAL UNION NO. 40 of the International Association of Bridge, Structural and Ornamental Iron Workers:

By: \_\_\_\_\_  
JACK DOYLE  
President

By: \_\_\_\_\_  
ROBERT WALSH  
Business Manager

FOR LOCAL UNION NO. 361 of the International Association of Bridge, Structural and Ornamental Iron Workers:

By: \_\_\_\_\_  
DONALD CUSICK  
President

By: \_\_\_\_\_  
RICHARD O'KANE  
Business Manager

FOR ALLIED BUILDING METAL INDUSTRIES, INC.:

By: \_\_\_\_\_  
WILLIAM SHUZMAN  
Executive Director

By: \_\_\_\_\_  
RANDALL MENT  
President

SCHEDULE "A"

A.C. Associates  
124 Park Avenue - Box 506  
Lyndhurst, N.J. 07071  
(201) 939-6866

ADF Steel Corp. (USA)  
d/b/a DCM Erectors, Inc.  
110 East 42<sup>nd</sup> Street - Suite 1710  
New York, NY 10017  
(212) 599-1603

Allied Bronze Corporation  
25-11 Hunterspoint Avenue  
Long Island City, N.Y. 11101  
(718) 361-8822

American Bridge Company  
One Blue Hill Plaza  
P.O. Box 1577  
Pearl River, NY 10965  
(845) 620-1998

American Bridge/Koch Skanska, a Jt. Venture  
One Blue Hill Plaza  
P.O. Box 1577  
Pearl River, NY 10965  
(845) 620-1998

Canron Construction Corp.  
214 West 29<sup>th</sup> Street, 16<sup>th</sup> Floor  
New York, NY 10001  
(212) 643-0161

Coordinated Metals Inc.  
100 Asia Place  
Carlstadt, NJ 07072  
(201) 460-7280

Cornell & Company, Inc.  
P.O. Box 807  
Woodbury, NJ 08096  
(856) 742-1900

Delro Industries, Inc.  
122 West Sheffied Avenue  
Englewood, NJ 07631  
(201) 569-6665

Empire City Iron Works  
10-37 46<sup>th</sup> Road  
Long Island City, NY 11101  
(718) 361-0100

Falcon Steel Company, Inc.  
P.O. Box 1567  
Wilmington, Delaware 19899  
(302) 571-0890

Genetech Building Systems, Inc.  
166 Industrial Loop Rd., Second Floor  
Staten Island, NY 10309  
(718) 227-0622

Grow Perini, a Jt. Venture  
One Maynard Drive  
Park Rdige, NJ 07656  
(201) 391-2266

Kiewit Constructors, Inc.  
1 Maynard Drive, 2<sup>nd</sup> Fl.  
Park Ridge, NJ 07656  
(201) 391-2266

KRP Associates, Inc.  
475 Main Street – Ste. 2A  
Farmingdale, NY 11735  
(516) 777-2070

Koch Skanska, Inc.  
400 Roosevelt Avenue  
Carteret, NJ 07008  
(732) 969-1700

A.J. McNulty & Co., Inc.  
53-20 44<sup>th</sup> Street  
Maspeth, NY 11378  
(718) 784-1655

Ment Bros., I.W. Co., Inc.  
150 West 22<sup>nd</sup> Street - 10<sup>th</sup> floor  
New York, NY 10011  
(212) 328-4080

Metralite Industries, Inc.  
132-70 34<sup>th</sup> Avenue  
Flushing, NY 11354  
(718) 961-1770

Metro Steel Company, Inc.  
13 Mullen Rd., P.O. Box 300  
Whitehouse, NJ 08888  
(908) 534-6644

Metro Steel Erectors, Inc.  
289 Scholes Street  
Brooklyn, NY 11206  
(718) 417-0600

Midlantic Erectors, Inc.  
420 West First Avenue  
Roselle, NJ 07203  
(908) 241-7115

Nab Construction Corp.  
112-20 14th Avenue  
College Point, N.Y. 11356  
(718) 762-0001

A.J. Pegno Construction Corp.  
18-38 131<sup>st</sup> Street  
College Point, NY 11356  
(718) 762-3400

Perini Construction  
2 Skyline Drive  
Hawthorne, NY 10532  
(914) 345-8100

Perini/Thunderbird a Jt. Venture  
2 Skyline Drive  
Hawthorne, NY 10532  
(914) 345-8100



Ponderosa Fence Enterprises, Inc.  
110 Stewart Ave.  
Hicksville, NY 11801  
(516) 433-9471

Post Road Iron Works  
345 W. Putnam Avenue  
Greenwich, Connecticut 06830  
(203) 869-6322

Residential Fences Corp.  
1760 Rte. 25  
P.O. Box 430  
Ridge, NY 11961  
(516) 924-3011

Royal Guard Fence Co., Inc.  
550 Main Street  
Westbury, NY 11590  
(516) 334-7544

Solera Construction Inc.  
102 Grand Street  
Croton-on-Hudson, NY 10520  
(914) 271-1300

Solera/DCM Erectors, Inc. a Jt. Venture  
110 East 42<sup>nd</sup> Street – Ste. 1710  
New York, NY 10017  
(212) 599-1603

Thunderbird Constructors, Inc.  
1022 Lower South Street  
Peekskill, NY 10566  
(914) 788-6666

Typhoon Fence of LI, Inc.  
90 Hopper Street  
Westbury, NY 11590  
(516) 997-5635

United Iron, Inc.  
Six Roslyn Place  
Mt. Vernon, N.Y. 10550  
(914) 667-5700

Village Dock, Inc.  
18 Crescent Drive  
Pt. Jefferson Sta., NY 11776  
(516) 928-4104

W & W Glass Systems, Inc.  
300 Airport Executive Park, Ste. 302  
Nanuet, NY 10954  
(845)425-4000

Williams & Sons Erectors, Inc.  
11 Susan Lane Drive  
Middle Island, NY 11953  
(631) 345-9421