

C. B. A.

2021-2026

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, 2021

Expires: September 15, 2026



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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

SECTION 1. 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, assembling 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 non-ferrous 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 doors and frames; air conditioner cans; amusement equipment; anchors; 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 cable wells, 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, 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 curtain wall, 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, aggregated 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; 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 duo rails, 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, launch hammer bucket wheel excavator and other trenching equipment; signaling on high lines, whirly 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 sub framing, 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 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, gymnasium equipment, handrails (such as, but not limited to, aluminum, glass, steel, metal, wood, fiberglass reinforced polymer and plastic, as well as any conceivable combination thereof); hangers, hanging ceilings, hardware, and screens, hoppers, hospital room TV supports and gas supports, hot rooms, inclined, 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 (LBE's), lockers, locks and locksmithing, louvers, 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 false work 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 railings, pipe supports, plaques; plastic and synthetic fences, platforms; playground equipment; poles; post tensioning cables and all 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; staters, stokers, storage racks used as an entricit part of a building, storage rooms, stoves, subways, sun shades, support brick wall 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 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 ties; wainscoting; waste compactors; weather stripping; weather vanes, weirs and weir plates, welding machines, wheel guards, winches, wind turbines, 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; GFRC, Dryvit System, and any other similarly constructed products which ultimately simulate finished concrete panels, including the 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 in 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, drilling, 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.

The Ironworker will maintain complete jurisdiction over the following: All forms of electric chain falls, come-a-longs, Tug-a-hoists, 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 devices, 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 Ironworker. 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.

The Gielinger type columns and all similar type supports, Cobiax Balls and all similar type space saving (green) supports, all components of electrical or other energy producing materials including, but not limited to wind and solar systems and their components and turbines. Reinforcing steel associated with airport runways or tarmac.

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 from and after the eighth (8th) day following the date of their employment, or the effective date of the Agreement, whichever is later.

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 an Arbitrator.

Protection of Union Principles

SECTION 2. 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 3. 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

Subcontractors

SECTION 4. 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, and then only where the subcontractor abides by its contract regarding wage & benefit payments..

Timely Notification

SECTION 5. 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 6. 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 similar circumstances or incidents. This Section 7 shall not apply to time factors in the arbitration clause.

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, either party may refer the dispute to arbitration with the AAA (American Arbitration Association), but the disputing parties may refer the dispute to any other arbitration entity or arbitrator the parties mutually agree upon after the dispute arises. The decision of the Arbitrator shall be final and binding upon both parties.

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

Each party shall jointly share the fee and expenses of the 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 liquidated damages, attorney's fees and costs. In regards to remedying the 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 Rates

DATE	W/B increase	BOSTON	LAWRENCE	WORCESTER
9/16/2021	\$1.25 (+\$0.10)	\$86.25	\$81.84	\$85.95

Future wage and/or benefit increases:

3/16/2022	\$1.25	\$87.50	\$83.09	\$87.20
9-16/2022	\$1.25	\$88.75	\$84.34	\$88.45
3/16/2023	\$1.25	\$91.25	\$86.84	\$90.95
3/16/2024	\$1.25	\$92.50	\$88.09	\$92.20

Wage Re-opener prior to 9/16/2018, Contract expires 9/15/2026

9/16/2024	TBD
3/16/2025	TBD
9/16/2025	TBD
3/16/2026	TBD

NOTE: Fringe benefits in Boston, Lawrence and Worcester are identical.

Breakdown of Total Package as of 9/16/2021

Employer's Contribution per hour (as allocated on 9-16-21):

Pension Fund	\$12.60
Welfare Fund*	\$8.25
<i>*Which includes Contractor's \$0.10 re PFMLA** (Paid Family & Medical Leave Act)</i>	
Annuity Fund	\$13.20 (Doubles for overtime hours)
Education Fund & Building Fund	\$1.16 Percentage per Local 7 By-Laws (1% of total package +\$0.15 Building Fund)
Industry Fund	\$0.08
D.C. LMCT	\$0.45
IMPACT	\$0.31 (Currently 5/8 of 1% of wages only)
Compliance Office	\$0.07

Employee's Contribution per hour

(to be deducted by Employer)

Vacation Fund	\$4.50
Dues Deduction	\$3.32 Percentage per Local 7 By-Laws (3.85% of total package)
Scholarship Fund	\$ 0.03
Strike and Assistance Fund	\$ 0.03
Political Action	\$ 0.10 (\$0.05 State PAC + \$0.05 IPAL)
Retiree Supplement Fund	\$ 0.90

9-16-2024 Wage Re-opener, for wages and/or benefits only, from September 16, 2024 until September 15, 2026.

****The Parties agree to be bound by language approved by the Trustees of the Health and Welfare Fund that institutes a program relating to the purposes of the Massachusetts Paid Family & Medical leave ("PFML"). Any act, however, that the Trustees perform that helps or supports employers in meeting their PFML imposed obligations, which obligations remain with the employers, including contributions to any employee benefit plan, shall not be deemed as creating any agency relationship between the Union or Trustees or plan, and no such act shall be deemed or used as evidence that either the Union or the Fund Trustees or the plan has assumed any of an employer's obligations or liability whatsoever that the statute imposes beyond the language contained in any plan, this includes that neither the Union nor Trustees shall be deemed to have any obligations as a leave administrator for any employer. The Union and employee benefit plans Trustees specificlly disclaim any such obligations.**

NOTE I. Foremen shall receive a minimum of \$3.00 over Journeyman rate.

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. (Journeyman Iron Workers also include Finishers, Fence Erectors, Rodmen, Precast Concrete Erectors, Machinery Movers & Riggers, Curtain Wall and Metal Sash Erectors.)

NOTE 3. Cities and towns in Addendum C. "Addendum C" located at the Appendix attached hereto is hereby incorporated by reference.

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 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 organization 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.

Retiree Supplement Fund

SECTION 5. Each Employer shall deduct 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 Retiree Supplement Fund.

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 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 trustee 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 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 representation 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 (1) 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' Association of Boston and Eastern Massachusetts, Inc. (BTEA); one (1) Trustee shall be appointed by the Steel Erectors Association 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 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.

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.

Pre-Paid Stamp

SECTION 11. 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.

IRONWORKER MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST (IMPACT)

SECTION 12. 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 Ironworker Management Progressive Action Cooperative Trust (IMPACT), a jointly trustee Cooperative Trust with federal tax exempt status under Section 501 (a) of the Internal Revenue Code as an exempt organization under Section 501 (c)(5) of the Internal Revenue Code.

The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation, and governmental lobbying and legislative initiatives.

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

ARTICLE VI

Bonds

SECTION 1. Bonding - Due to the severity of potential damages, the disruption of work stoppages, and the benefit of the participants and other factors, resulting from a delinquency on projects where many covered employees may be employed and to better protect all employers against withdrawal liability:

Except as provided below, no employer shall bid or employ ironworkers on a project that has an architect or general contractor estimate exceeding \$75 million for the total project costs at the time the general contractor bid becomes due unless the employer posts a \$50,000 payment bond issued by a surety licensed in Massachusetts and approved by the United States Treasury. The trustees of any benefits fund shall enforce this provision, and any elected official of the Union who also sits as a trustee on any benefits funds shall act in manner that supports this provision while such trustee votes on matters or issues that directly regard the enforcement of this provision. Any employer signatory to this Agreement or the Union may, but need not, enforce this clause as a party or third party beneficiary to this Agreement, and the arbitration and no strike provisions in

this Agreement shall not apply to any effort at enforcing this clause. The bond requirement of this clause shall not apply to:

1. Employers that have not been delinquent in making any benefit contribution during the 12-month period preceding the date the employer bid the project that exceeds \$75 million, but there shall be a grace period where the amount delinquent was a good faith mistake under \$10,000 and payment was made in fewer than 10 business days from a demand of the funds administrator;
2. A signatory subcontractor that is working on the project as a subcontractor of an employer that does not need to post a bond, but only if the higher tier subcontractor(s) guarantees in writing to the trustees the timely payment of benefits and wages;
3. Any signatory that will employ fewer than 4 ironworkers for fewer than 4 weeks on the project and such projection and information has been forwarded to the trustees, Union, or the BTEA prior to the execution of a contract.
4. An employer that deposits into an escrow account \$50,000 cash accessible to the trustees of the benefits funds to satisfy the occurrence of a delinquency resulting from labor performed on that project.

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. (a) In order to protect the lien and bond rights, upon the Fund Administrator's demand, any employer shall within three regular working days submit to the Fund Administrator a Remittance Report. A Remittance Report shall contain at least the following information relative to covered work performed by that employer during the 30 day period preceding the Fund Administrator's demand:

- i) Name of each covered employee; and
- ii) The number of hours the employer employed each covered employee;
- 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.
- v) The Union and trustees of the benefits shall have the right to obtain a project-by-project weekly remittance report from any employer that becomes delinquent in making any contribution to the benefit funds. Such report shall articulate the days worked on the project, the names of each employee and hours each worked each day that week on each project such covered employees performed covered work. Nothing contained in the previous sentences is intended, however, to limit rights or obligations either the Union or the trustees have had to obtain any information whatsoever from any employer, e.g., similar information, including but not limited to any documents, information, or other material that any employee benefit fund administrator or fund Trustees may request to conduct a thorough audit seeking to best ensure full, complete, and accurate reporting regarding all contributions owed to any and all funds and that all have been paid.

Prompt Reporting Clause

SECTION 3 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.

Shipping - Employees

SECTION 4. Employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation, 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 the end of the shift 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. In the event, the Employer and Business Agent agree to omit afternoon coffee break, the workforce will remain at their workstation until 3:10pm where they will then be allowed 10 minutes for cleanup before exiting the jobsite at 3:20 pm but paid to 3:30pm, for 7am to 3:30pm shifts.

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. Wages and benefit contributions are due and payable on the regular pay day.

Employers may withhold wages due to enable them to prepare the payroll, but the time shall not exceed the state law otherwise applicable that regards timely payment of wages or seven days whichever is less.

When Employees are laid off, or discharged, they shall be paid in full in cash, check or other legal tender on the job immediately, and if required to go to some other point or to the office of the Employer, the 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.

The Red Stamp program shall not be interpreted as changing or amending the employer's duty to submit employee pay, which includes both wages and benefits, on payday. The issuance of a Red Stamp shall constitute proof that the Employer is delinquent in paying contributions to the employee and other fringe benefit plans and is in violation of this Agreement. The Red Stamp program is for tracking purposes (e.g., lien & bond protections) only and not permission to pay late, i.e., after pay day.

Shift Work

SECTION 8. When two (2) shifts are employed, each shift shall work eight (8) hours, for eight (8) hours' pay at regular pay rates. With respect to the second shift, there will be a ten (10%) differential added to the wages. When three shifts are employed, the first shift or day shift which usually commences at 7am shall work eight (8) hours for eight (8) hours pay. The second or evening shift which usually commences at 3:30 pm shall work seven and one half (7.5) hours for eight (8) hours pay with the addition of a ten (10%) differential added to the wages. The third or night shift which usually commences at 11pm shall work seven (7) hours for eight (8) hours pay with the addition of a fifteen (15%) differential added to the wages. On all shift work performed on Saturday, Sunday or recognized holidays, 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.

Odd Hour Shift Work

SECTION 9. It is mutually agreed by both parties that when a first shift cannot be worked on a project the Employer may start work at any hour of the day at straight 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 8 (eight) 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 8 (eight) hours for 8 (eight) hours pay with a 15% differential added to the wages.
- d. The work is performed between 9:00 pm on Sunday and at the beginning of the shift on 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

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.

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 Arbitrator.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation; provided, however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line of any affiliated Union which has been authorized by the International of 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 or 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 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 7:00 a.m. and 12 Noon and from 12:30 p.m. to 3:30 p.m. Monday through Friday.

It is recognized that 7 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 or delayed 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 6 a.m. and 7 a.m.

It is further understood that any Ironworker employed by the employer on that particular project shall receive premium time if any other tradesmen employed by the same employer on that particular project receives premium time for starting before 7 a.m.

If the Ironworkers on the job request a change in the starting time between 6 a.m. and 7 a.m., flexible starting time will be granted with the approval of the employer and the business representative.

It is further understood that all Ironworkers will endeavor to be at their workstations by 7:00 a.m. regardless of the floor they are working on, provided jobsite conditions allow

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 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 is laid off, provided he/she is capable of performing the work in question.

All stewards will be working stewards. As to a steward's paid off-project duty to file reports at the Union Hall: On projects with 10 members or less, the steward will only be allowed to go to the

Union Hall once every three weeks for up to two hours to furnish reports. On projects with 11-24 members, stewards will only be allowed to go to the Union Hall once every 2 weeks for up to two hours to furnish reports. On projects with 25 or more members, stewards will only be allowed to go to the Union Hall once a week for up to two hours to furnish reports. Nothing in this paragraph shall be interpreted to limit the steward from performing steward duties on or off project where otherwise appropriate.

The Employer's failure to notify the Union about a project it has begun, shall constitute a breach of this Section and shall allow the Union to unilaterally select a steward, without regard to whether the individual selected is one of the Employer's then current workforce, for that project's duration regardless as to the number of employees employed on the project.

As of September 16, 2010 it is mutually agreed that any job which will employ two (2) or more Ironworkers at peak workforce the Business Agent will furnish or appoint a steward at his/her discretion. On jobs which will employ two (2) or less Ironworkers at peak workforce, the Business Agent agrees to appoint a steward from the Ironworkers employed on said project. This clause will "sunset" on September 15, 2022.

Steward Disputes, Expedited Arbitration

The Parties shall endeavor to meet in person within 36 working hours after a dispute arises to resolve in good faith any dispute involving the steward. Meanwhile, absent facts asserting substantial non-performance, sexual harassment/discrimination claims, criminal conduct or conduct endangering life or limb caused by the steward, no steward shall be terminated except after an arbitrator's decision awarding the Employer just cause to terminate the steward. After 36 hours, upon a failure to meet or resolve such dispute, either Party may submit the unresolved dispute to an arbitrator. But in such event the arbitration hearing shall be held on an expedited manner, i.e., within 15 calendar days from the date the dispute arose, even if it requires that the hearing be held on a weekend day. The arbitrator shall issue a summary decision on an expedited basis, i.e., within 5 calendar days from the close of the hearing. The parties shall attempt to finally resolve the matter within the 20 calendar days. During 2021 and 2022, the Parties shall meet as soon as practical in an effort to agree upon at least three permanent arbitrators named by order of preference, and on each occasion that a such a dispute arises to select one among the three by rank, depending on availability, to decide the dispute.

The decision of the Arbitrator will be final and binding upon both parties.

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.

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.

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.

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 \$3.00 per hour as of 9-16-2009 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 and Ornamental Iron workers for at least three (3) years prior to his/her selection.

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.

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 a 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 or 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.

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 & Health

SECTION 1. The safety & health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules that protect employee health & safety. Nothing in this Agreement will make the Union liable to any employee or any other person in the event that injury or accident occurs, as it shall be the sole responsibility of the Employer to insure compliance with any safety & health laws, standards, rules or regulations.

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.

In instances where working heights exceed 30 feet above the surface below, a fall protection plan in accordance with OSHA Subpart R may be utilized in lieu of nets.

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 3. It shall be mandatory for all Employers to have all shear connectors such as studs and/or spirals only field erected/installed (not delivered shop installed) and secured when on top flanges, on bent-plate, and/or other walking area working surfaces during erection. Studs and spirals are permissible in the column webs and beam webs 24" or taller.

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 1. 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 2. Steel cable will be used instead of chains or hemp slings

Protection of Signal Devices

SECTION 3. 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 4. 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 5. 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, 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.
- (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	
1 st period		60%
2 nd period		70%
	2nd Year	
3 rd period		75%
4 th period		80%
	3rd Year	
5 th period		85%
6 th period		90%

SECTION 6. 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 ornamental 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, with notice to the Massachusetts Department of Apprenticeship and Training (DAT).

ARTICLE XIII Overtime

SECTION 1. Overtime to be worked on the ninth (9th) and tenth (10th) 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 September 16, 2010. All hours worked before the regular starting time and

after the tenth (10th) 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, Presidents' Day, Columbus Day, Patriots' Day, Veterans' Day, Memorial Day, Thanksgiving Day, Fourth of July, Christmas Day.

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 one-hundred dollar (\$100.00) 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 XIV

Small Bridge Agreement

- a) This agreement shall be used for "new" construction of all bridges (excluding any bridge covered under a PLA or other national building trades agreement) having an estimated value of \$20,000,000 or less.
- b) The employer shall have the right to determine the size of each crew. Due to safety concerns; job conditions; economic concerns; multiple cranes working in tandem picks; etc., the manning of crew sizes on a crane or cranes used for steel erection shall require the sanctioning of the Local 7 Business Manager (or his personal designee), prior to the bidding process. All bidding contractors must be made aware of the manning requirements a minimum of five (5) days prior to the bid submittal date.
- c) The scheduled work hours shall be from 6:00 am to 6:00 pm with one half hour observed for lunch. Once the lunch time is established, it must be adhered to and any change(s) must be mutually agreed between the company and the Local 7 Business Manager (or his personal designee). The starting time may be different or staggered based on each crew.
- d) Odd hour shifts will be paid at the straight time rate of pay and benefits if the Awarding Authority requires this odd-hour shift work after the bidding process has been completed and submitted, and the contract awarded. The company must notify the Local 7 Business Manager (or his personal designee), of these instances in a timely manner to prevent

unnecessary problems. Should the contractor not make a good faith effort to notify the Local 7 Business Manager timely, the existing LU7/BTEA CBA rules related to this matter shall apply.

- e) The employer may, upon 48 hours notice to the Local 7 Business Manager (or his personal designee), establish a 4-day-10-hour work (i.e., "4-10s") schedule.
- f) In the event of weather conditions or the awarding authority prohibiting construction for significant, unavoidable and quantifiable reasons, the employer may utilize Friday and Saturday as a make-up day at straight-time pay if a day is lost during the Monday through Friday scheduled workweek..
- g) Daily work in excess of 10 hours a day shall be paid at the CBA established overtime rate of pay.
- h) Weekly work in excess of 40 hours shall be paid at the CBA established overtime rate of pay
- i) The posted wage rate at the time of bid shall remain in effect for one year (i.e., a wage and benefit freeze) beyond the effected date set forth in the CBA.
- j) Coffee breaks shall be in accordance to the current CBA
- k) Steward language shall be in accordance to the established CBA.
- l) All employers wishing to use this agreement must electronically notify the Business Manager (or his personal designee); at least 5 days prior to the bid date and both parties must agree in writing of the use of this agreement.
- m) Where a conflict between the federal Davis-Bacon Act or the Massachusetts Prevailing Wage Act exists, such laws shall prevail over any language in this Bridge Agreement section
- n) When a dispute arises out of this Bridge Agreement section, the parties shall meet within five business days, or other mutually agreeable timeframe, to resolve the dispute. Should a meeting not result within such five days or the dispute not settle at the meeting, then the dispute shall be submitted to one of three independent arbitrators (Roberta Golick, Ken Paradis or Michael Walsh) an expedited arbitration to be held within five (5) additional business days.

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, upon an employer's request, 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 volatility within the construction market and will do all possible to promote union construction, including holding pre-bid and/or pre-job conferences.

SECTION 6. The parties agree to establish a special joint committee ("SJC"), as soon as possible, to reduce costs and improve efficiencies. Items to be considered by the SJC shall include, but need not be limited to, the following:

- a. Make-up time at straight time.

- b. Time and one-half (1-1/2) provisions for overtime work.
- c. Reduction in manning requirements.
- d. Reductions or other downward deviations in wages or benefit rates that could include, but need not be limited to, payments to any fund (upon notification to the fund's trustees).
- e. Four (4) ten (10) hour day provisions at the option of the employer.

Any and all of the above guidelines relating to this Section may be mutually agreed upon by any employer and the Union prior to any bid deadline to a project. It is also agreed that any and all agreements made by the SJC are not subject to the Grievance and Arbitration clause of this Agreement.

- f. 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 will be worked as a make-up day at straight time, weather permitting and with the Construction Manager/General Contractor approval.

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

(b) **IMPACT Drug Testing**

"Addendum B" located at the Appendix and titled, "IMPACT Drug and Alcohol Screening Policy" attached hereto is hereby incorporated herein." Such policy shall become effective June 1, 2011

(c) **Joint Labor Management Committee to Amend CBA.**

The parties agree to meet in an effort to address industry trends and costs attributable to obligations and conditions of this Agreement. It is in the intent of such Joint Committee to determine amendments to this Agreement in an effort toward reducing costs and improving efficiencies. The parties agree that such meetings shall produce recommendations for amending this Agreement, which may occur during the term of this Agreement. Any amendment, however, shall occur, if at all, by written and mutual consent of the parties. The following issues shall be discussed, but any party may raise other issues which the parties, by mutual agreement only, may also discuss:

- a. Zone Rates
- b. Enforcement by the Union of the Bond requirement
- c. Coffee Breaks
- d. Overtime
- e. Minimal Manning Requirements

ARTICLE XVI

Duration and Termination

Wages and Fringe Benefit Contributions Hourly Rate Re-Opener

SECTION 1. This Agreement, with any amendments made as provided for therein, shall remain in full force and effect until midnight of September 15, 2026; except that either party may on or before May 15, 2024, give notice in writing to the other party that it desires change to the

hourly rate of wages and fringe benefit contributions paid to and for covered employees for their hourly performance of covered work (hereinafter “Wage and Fringe Benefit Contribution Rate”) to be effective on or after September 16, 2024.

In the event of such notice, the parties agree to meet on or before August 15, 2024, to discuss the Wage and Fringe Benefit Contribution Rate proposals, which may be presented by either party. In the event that the parties cannot agree within thirty (30) days of the first meeting on the Wage and Fringe Benefit Contribution Rate proposed to be paid hourly to covered employees for covered work, the 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 one of the Wage and Fringe Benefits Contribution Rate proposed by either party. Rather, the arbitrator shall be permitted to select either of the proposals by the parties or to award a Wage and Fringe Benefit Contribution Rate different from those proposed by the parties; provided, however, that any award issued shall be numerically comparable to similar Wage and Fringe Benefit Contribution Rate 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 and Fringe Benefit Contribution Rate Re-opener negotiations or such Re-opener’s arbitration. Further, the arbitrator shall have no authority whatsoever to decide any issue whatsoever other than what Wage and Fringe Benefit Contribution Rate shall be paid hourly, i.e., the total package hourly rate paid by Employers to covered employees and as contributions to any fringe benefit funds for covered labor performed. Such award shall not be conditioned on any party agreeing to anything else, including but not limited to, e.g., other changes to textual language to this Agreement.

During the Wage and Fringe Benefit Contribution Rate Re-Opener, any party may propose other issues for negotiations and the parties agree to consider such issues. In the event that the parties cannot agree to an issue(s) proposed, however, such issue(s) shall not be arbitrated and the contract is left un-changed as to that/those issue(s) upon which the parties have failed to agree; that is the issue is “off-the-negotiating-table” and neither party is bound to bargain as to that/those issue(s) during the Re-Opener.

The cost of the 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, 2024, or as agreed upon 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, 2026, and, unless written notice be given by either party to the other at least 120 days 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 120 days prior to the expiration of such contract year. Any such notice as herein above provided for in this Article, 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.

Execution

This Agreement is made and executed on this sixteenth day of September 2021 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, herein called the Employer. Prior to negotiations, a current list of members of the Associations who have so authorized will be furnished the Union. The Associations shall provide the Union with additions to the list during the term of this Agreement. The Union may for good cause object and avoid being signatory to any such addition. Good cause shall include, but not be limited to, any contractor who has been delinquent in the payment of fringe benefit contributions, who has operated an unlawful double-breasted company, who has been previously terminated by the Union, who does not employ Iron Workers while performing work covered by this Agreement, or who has in existence any alter ego enterprise not signatory to this Agreement regardless as to the date such enterprise was created. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seal this 16th day of September, 2021.

For the Union, Local No.7:



Daniel McWilliams, President



Michael Hess, Business Manager
William P. Hurley, Financial-Secretary/Treasurer
Michael Doucette, Business Agent
Vincent Coyle Jr., Business Agent
Kevin Collins, Business Agent
Charles J. D. Neulist III, Chairman, Executive Board

For the Employers:

Building Trades Employers' Association of Boston and
Eastern Massachusetts, Inc. (BTEA)



Thomas S. Gunning, Director of Labor Relations

Labor Relations Division of Associated General
Contractors (AGC) of Massachusetts, Inc.



Donna Scally, Labor Relations Div.

Committee Members for the Employers:

Thomas S. Gunning
Rich Burns
Brian Benson
Usha N. Wood
Russell J. Anderson
Jeremy Long

Expires September 15, 2026
Boston Ironworkers

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Jeremy Long

Expires September 15, 2026

Boston Ironworkers

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, USDOL, IRS, MA DOR, AG, DCAM, and etc.), labor organizations, and etc.

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 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.

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;
- 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.

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 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.

ADDENDUM B

**I.M.P.A.C.T. SUBSTANCE
ABUSE PROGRAM**

See end of booklet

ADDENDUM C

Addendum C (2-Pages; Massachusetts Cities & Towns)

Section 1: This Agreement applies to all cities and towns which constitute the Union's Massachusetts geographic and territorial jurisdiction, including but not limited to:

Boston Area

Abington	Hingham	Randolph
Arlington	Holbrook	Reading
Avon	Hull	Revere
Bedford	Kingston	Rockland
Belmont	Lexington	Rockport
Beverly	Lincoln	Salem
Boston	Lynn	Saugus
Boston Harbor Islands	Lynnfield	Scituate
Braintree	Malden	Sharon
Bridgewater	Manchester	Sherborn
Brockton	Marblehead	Somerville
Brookline	Marshfield	Stoneham
Burlington	Medfield	Stoughton
Cambridge	Medford	Sudbury
Canton	Melrose	Swampscott
Chelsea	Millis	Wakefield
Cohasset	Milton	Walpole
Concord	Nahant	Waltham
Dedham	Natick	Watertown
Dover	Needham	Wayland
Duxbury	Newton	Wellesley
East Bridgewater	Norwell	West Bridgewater
Easton	Norwood	Weston
Everett	Peabody	Westwood
Foxboro	Pembroke	Weymouth
Framingham	Plymouth	Whitman
Gloucester	Plympton	Winchester
Halifax	Quincy	Winthrop
Hanover	Woburn	Hanson

Lawrence Area

Acton	Lowell	South Hamilton
Amesbury	Merrimac	Salisbury
Andover	Merrimac-port	Tewksbury
Billerica	Methuen	Topsfield
Boxford	Middleton	Townsend
Byfield	North Acton	Tyngsboro
Chelmsford	North Andover	West Acton
Danvers	North Billerica	West Boxford

Lawrence Area (cont)

Dracut	North Chelmsford	West Chelmsford
Essex	North Reading	West Gloucester
Georgetown	North Wilmington	West Groton
Groton	Newbury	West Newbury
Groveland	Newburyport	Wenham
Hamilton	Pepperell	Westford
Haverhill	Rowley	Wilmington
Ipswich	South Byfield	Lawrence
South Chelmsford	Littleton	South Groveland

Worcester Area

Ashburnham	Hopkinton	Rutland
Ashby	Hubbardston	Shirley
Ashland	Hudson	Shrewsbury
Athol	Lancaster	Southborough
Auburn	Leicester	Southbridge
Ayer	Leominster	Spencer
Barre	Lunenburg	Sterling
Berlin	Maynard	Stow
Bolton	Marlborough	Sturbridge
Boxborough	Medway	Sutton
Boylston	Mendon	Templeton
Brookfield	Milford	Townsend
Charlton	Millbury	Upton
Clinton	North Braintree	Uxbridge
Douglas	Northborough	Warren
Dudley	Northbridge	Warwick
East Brookfield	North Brookfield	Webster
Fitchburg	Oakham	Westborough
Gardner	Orange	West Boylston
Grafton	Oxford	West Brookfield
Hardwick	Paxton	Westminster
Harvard	Petersham	Winchendon
Holden	Phillipston	Worcester
Holliston	Princeton	Hopedale
Royalston		

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 1, 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 must be paid in full by February 1, 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.

REFERENCE B

Contractor Flow Chart

Benefit Receipt Program Processing

Every week the contractor will submit benefit reports of hours worked based on the weekly payroll. All reports are submitted electronically in a timely manner to ensure benefit stamp receipts are returned to the contractor for distribution with each member's payroll check. Benefit remittance reports are submitted through the Iron Workers District Council of New England Funds employer online remittance program (I-Remit).

Contractor must submit report for each project detailing the following:

Week worked: Start Date and End Date
Jurisdiction: Boston, Worcester, Springfield
Contract Type: Private, Prevailing Wage, Federal/Davis Bacon
Job Name: Physical address of job (123 Main Street-Boston, MA)
Employee Name
Employee Social Security Number
Hours broken down by Regular, Overtime and Double-time.

If all information is entered correctly, I-Remit will total the benefit contributions owed.

Green Stamp Receipt for benefits remitted and paid

Contractors who have submitted benefit reports and payment will receive GREEN stamp receipts for distribution to the members with their weekly payroll check.

Red Stamp Receipt for benefits remitted, not paid

Contractors who have submitted benefit reports without payment will receive RED stamp receipts for distribution to the members with their weekly payroll check. Once report is paid, GREEN stamp will then be issued to contractor.

Please note: Interest accrues when reports are paid ten days or later from the report week ending date.

For benefit remittance information contact the Iron Workers District Council of New England Fund Office at 617-265-3757.

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 anyone of these benefits.

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 and Joseph Maloney Scholarship Fund" as well as Local 7 Memorial Scholarships 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

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.

ELIGIBILITY FOR INSURANCE BENEFITS

PERSONS TO BE INSURED \$5,000.00 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/she 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.

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.

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

- (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 whose office is located at the Union’s business office in South Boston.

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 forty (40) days of said injury and shall appear before the Executive Board at the first or second 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.
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 be entitled to more than twelve (12) weeks accident benefit in any consecutive twelve (12) month period, starting with the date of first payment.

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 maintains good standing from the date of accident to the eligibility date of this supplemental payment (6 months). The amount of the payment will be \$500.00. The funding will be provided by the revenues realized from the Industrial Fund.

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.

**HENRY F. HUGHES
JOSEPH BROWN
JOSEPH MALONEY
AND THE
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, the Joseph Brown, and the Joseph Maloney Scholarships were instituted as 4 year scholarships and the Local 7 Memorial Scholarships were instituted as a 1 year Scholarship to maximize the amount of children receiving them.

This Fund, supported by dues of the membership, is intended to provide a scholarship grant to sons and daughters or under "Legal Guardianship" of members (unfortunately, due to the number of applicants per year, grandchildren, nieces and nephews of members are not eligible).

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 for information regarding these scholarships.



IRONWORKER MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST



I.M.P.A.C.T.

National Drug Testing and Substance Abuse Program and Guidelines

Effective June 1, 2013

The processes and procedures outlined may be used as a national standard for IMPACT participating members throughout the United States.



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Statement of the Program

IMPACT, Industry Owners, Contractors and their affiliates are committed to provide a safe work environment for all parties working in the construction industry. IMPACT recognizes that a collaborative effort is needed to overcome the impact of substance abuse on safety, productivity, quality of work and morale. With this endeavor, the IMPACT National Drug Testing and Substance Abuse Program Guidelines was created to maintain a drug free workforce.

IMPACT and its affiliates recognize that substance abuse is an illness that creates serious problems for its workers, their families, the workplace and the community. When dealing with substance abuse, efforts must be made to focus on the substance abuse education and behavior modifications as well as reasonable sanctions in order to assist the individual to become a more productive person. Therefore, this Program focuses on the education, assistance to the employees and families, and encouraging the employees to receive treatment as needed.

Section 1 – Overview

The IMPACT Program establishes minimum testing guidelines for centralized reporting where results of substance abuse testing can be readily accessed by authorized IMPACT users, Owners and Contractor representatives. Confidentiality protection of a Participant is the primary interest of IMPACT, Owners, and Contractors. IMPACT has modified its Program and guidelines dated June 1, 2013.

Testing will be administered by a Third Party Administrator (TPA). TPAs will report and monitor Participant status in the Safety Management Database System (SMDS) where IMPACT users, Contractors, and Owners may verify Participant status. Only Participant eligibility is available. Contractors will designate two or more Contractor Designated Representatives (DR) that will have access to view the status of a Participant. The DR form can be accessed on the IMPACT website at www.impact-net.org.

Only Participants who are participating in the Program and who are actively employed will be subject to Program requirements. Each time a Participant has a negative test result, this will become the Participant's new test date and is valid for a cycle period of twelve months. Random testing will be conducted approximately every 4 – 6 weeks only for those Participants who are part of the national random pool. Only Members participating in the Program and who are actively employed are part of the national random pool. Each Contractor will assign a DR that will work in conjunction with the TPA and the Participant.

Section 2 – Online Verification System www.impact-net.org

Approved Program users will have the ability to verify the status of a Participant in the SMDS at any time, 24 hours a day, 7 days a week via the Internet. The online verification system is accessible through the SMDS located on IMPACT's website at www.impact-net.org. Only Participant eligibility is available through the system. All confidential participant information is contained within the database with restricted controlled access. The SMDS is a highly secured web-based system protected by secured access codes and passwords for online verification utilizing the most advanced encryption technology, industry leading firewalls and virus protection software. The SMDS is



integrated with the existing IMPACT website for IMPACT user access. A database management firm maintains the online verification system and controls all user access.

The following codes identify the status of the Participant:

- Current** - Participants with a “Current” status are eligible to work
- Ineligible** - Participants with the status “Ineligible” are not eligible to work
- Need to Test** - Participants with the status “Need to Test” do not have a valid test within a 12 month cycle and requires a negative test to be eligible to work
- Test Pending** - Participants with a “Test Pending” status indicates a test is under review
- Owner Controlled Program (OCP)** - A Participant with a “OCP” status indicates the Participant is under Owner or project guidelines and are exempted from the IMPACT Program

Section 3 - Methods of Testing

TPAs are responsible for providing testing services, collection, facilities, Medical Review Officer, Substance Abuse Professional, Employee Assistance Program coordination, reporting and training services. All service providers, including collection site, and clinical testing laboratory personnel shall maintain confidentiality of drug test results and medical information except as authorized by a test subject’s consent or law. A urine drug test and/or alcohol test shall be administered by appropriately qualified personnel. The initial drug screen will test for the presence of illegal/controlled drugs and substances. This test will not include an alcohol test. An alcohol test may be administered based on reasonable suspicion and post-accident.

3.1 The Primary Methods of Testing are:

- 3.1.1 The preferred method of testing is urine Point of Collection Testing (POCT) testing also referred to as “instant test” - The instant test device must be FDA approved, made in the U.S.A., cover the required test panel as identified in Section 3.2, and test for adulterants.
- 3.1.2 The secondary method of testing is the split specimen urine laboratory test – Analysis of tests shall be performed only by certified SAMHSA laboratories listed by the U.S. Department of Health and Human Services in its most current list as set forth in the Federal Register.
- 3.1.3 Alcohol Tests – will be administered using blood, breath or saliva and confirmed using an approved breath testing device, blood is screen and confirmed in lab.

In the case of post-accident or for cause testing, an onsite test may be used by qualified personnel identified by the TPA. All non-negative results must be confirmed with a standard confirmation test. (i.e. GC/MS or EBT). All handling and transportation of each specimen will be properly documented through strict chain of custody protocol. To the greatest extent possible, the privacy of the employee will be preserved.

3.2 Testing Levels

The preferred testing method is the P.O.C.T. instant test. The secondary testing method is the split specimen urine laboratory test. The testing must screen, at a minimum, for the following substances at or above the following cut-off limits and test as low as levels of detection:

Testing Levels for the POCT test device:



Drug Class	Initial Test Cut-Off Concentration ng/ml	Confirmation Test Cut-Off Concentration ng/ml
Cannabinoids (THC)	*50	*15
Cocaine	*150	100
Amphetamine	1000	250
Methamphetamine	*500	250
MDMA (Ecstasy)	*500	250
Opiates	*2000	2000
Phencyclidine (PCP)	*25	25
Methadone	300	300
Oxycodone	100	100

*Cut off limits are established by the United States Department of Health and Human Services in their mandatory guidelines for Federal Workplace Drug Testing Programs.

Testing for Adulteration: pH, Specific Gravity, Nitrites, Creatinine, Bleach

**Alcohol 0.02% BAC 0.04% BAC

** The presence of alcohol equivalent to 0.02% to 0.039% BAC level in any Participant test will result in that individual being removed from duty for at least eight (8) hours or one work shift, whichever is longer.

Testing levels for Laboratory Testing will include the POCT drug class and the following:

1. Testing for Adulteration.

2. Includes testing for extended Opiates.

6-AM: Initial Test Cut-off and Confirmation Test Cut-Off Concentration at 10ng. Test for 6-AM when the confirmatory test shows a morphine concentration exceeding 2,000 ng/mL.

3. AMP: Initial Test Cut-off at 500 ng/ml and Confirmation Test Cut-Off Concentration at 250 ng ml. THC, PCP, COC, Methamphetamine meet the DOT cutoff concentration.

**Alcohol testing will be done, when requested, at the collection site using a testing device that conforms and is listed on the DOT Conforming Products List. It will be a breath test. If the first breath test reads below 0.04%, it will be reported as a negative. If the first breath test reads 0.04% or higher, then a second breath test will be done 15 minutes after the first. If the 2nd breath test reads below 0.04%, the test will be recorded as a negative; if it reads 0.04% or greater it will be ruled as a positive test. Breath Alcohol forms will be provided to the collection sites for breath alcohol tests. This cutoff level (0.04%) conforms with the levels as listed in the FMCSA guidelines.

3.3 Laboratory Analysis

The urine drug screen shall be performed by an initial Enzyme Multiplied Immunoassay screening Test (EMIT). All non-negative results are confirmed by the laboratory using either Gas Chromatography/ Mass Spectrometry (GC/MS) or Liquid Chromatography LC-MS/MS. The screens are run at the pre-determined cut-off levels identified in Section 3.2.



3.4 Dilute Specimens

A dilute specimen with a valid, negative laboratory result shall be treated as a negative Program test. A dilute specimen with a MRO confirmed positive laboratory result, shall be treated as a positive Program test.

Recollection of a dilute specimen shall be deemed necessary only when Creatinine concentration of the original specimen is equal to or greater than 2 mg/dL, but less than or equal to 5mg/dL.

3.5 Adulterated Specimens

During the analytical process specimens are checked for any chemicals that may have been added to the specimen to mask drugs or interfere with the analytical process. These specimens are adulterated specimens and are considered to be a positive testing. Any positive test will require the Participant to comply with rehabilitation requirements.

3.6 Safety-Sensitive Positions

A safety-sensitive position is any task, a direct or indirect task, which could affect job safety, performance, attendance, and security.

3.6.1 A Participant taking a Prescription Drug must, before reporting for duty, discuss with a physician the nature of the Participant's duties and the potential adverse effects of such Drug. The Participant must comply with all restrictions placed on him/her by the physician. It is always the Participant's responsibility not to be On-Duty while Under the Influence or unable to perform a safety-sensitive position, as defined above.

3.6.2 Any Over the Counter (OTC) Drug, if such Drug contains any warning about its use (for example: "may cause dizziness", "may cause drowsiness", "should not be used while operating machinery," etc.), the Participant should discuss with a physician or pharmacist the nature of the Participant's duties and the potential adverse effects of such Drug. It is always the Participant's responsibility not to be On-Duty while Under the Influence or unable to perform a safety-sensitive position, as defined above.

3.6.3 Participants taking any prescription medication(s) under a health care professional's orders must comply with the drug manufacturers, the pharmacist's, and the health care professional's recommendations as to any possible adverse affect of the medication(s) ability to safely perform the job. It is the Participants responsibility to notify the Contractor or Employer if medication(s) adversely affect the Participants ability to safely perform the job prior to starting work.

3.6.4 If a Participant is taking any valid prescription medication and the test results in a non- negative result, the Participant should immediately notify the MRO to request the interview, in order to initiate the MRO Process for non-negative test results as explained in Section 6. The "Test Pending" status in the SMDS indicates a Participant test is under review and is not a status for Participants who refuse to test or are ineligible to work. At the employer's sole discretion, when there is a non-negative, non-positive test result, and with the employer assuming the entire risk, and holding IMPACT, the International Association and its affiliated District Councils and Local Union harmless, the employer may continue to retain an individual in employment until such time as a positive result is confirmed.



3.7 Observed Collections

Observed collections will not be required except in instances where the initial specimen provided is not within the expected temperature range or in instances where there is reason for the collector to suspect the Participant has attempted to adulterate or substitute the specimen.

3.8 Collection Protocol

Collection protocol follows the guidelines established by the Department of Health and Human Services and the Drug and Alcohol Testing Administration (DATIA). Unless otherwise indicated in this policy.

3.9 Negative Results – P.O.C.T. & Laboratory Analysis:

Participants with negative test results are coded in the SMDS as “Current” and are eligible to work.

3.9.1 P.O.C.T. Test Negative – Instant tests are read at the facility within 30 minutes after the Participants tests. Participants will receive a copy of the instant test result which the Participant will show to the employer to gain access to the jobsite. The TPA will electronically enter Participant instant test results into the IMPACT SMDS as soon as results are complete and no later than 24 hours after the Participant tests.

3.9.2 Laboratory Test Negative – Negative laboratory test results will be sent electronically to the SMDS as soon as results are complete.

3.10 Non-Negative Results – P.O.C.T. Test & Laboratory Analysis:

3.10.1 P.O.C.T. Test Non-Negative – Instant tests are read at the facility within 30 minutes after the Participants tests. Non-negative specimens are sent to a SAMHSA certified lab confirmation testing. The Participant will receive a copy of the instant result. Once the specimen is confirmed, The TPA will update the SMDS immediately. If the specimen is confirmed positive by the MRO, the TPA must notify the DR immediately and the Participant status updated to “Ineligible.”

3.10.2 Laboratory Test Non-Negative – If the initial laboratory screening is a non-negative result, confirmation testing will be performed. If confirmed positive, the MRO will contact the participant to review any possible legal reasons for the positive test and to inform the participant of the consequences and their rights under the drug testing program. If the participant wishes to challenge the accuracy of the laboratory test result the split specimen is sent to another SAMHSA certified lab for retesting. The TPA will notify the Contractor DR of the confirmed positive result and update the Participant’s status in the SMDS immediately, as soon as the test results are complete.

3.10.3 The MRO will review all laboratory confirmed non-negative test results. If the specimen is confirmed non-negative by the lab, the MRO must determine if there is a legitimate medical explanation for confirmed non-negative. The MRO will interview the Participant and must contact the Participant within 24 hours or by next business day from the confirmed non-negative test result. If the MRO confirms the test result is positive, the Participant will have to complete the rehabilitation requirements. The TPA will enter confirmed result information into the Participant’s record to update the SMDS and the Participant will be ineligible to work until they comply with requirements to re-establish eligibility prior to testing. The



TPA will monitor the Participant through the rehabilitation process and update the SMDS. Refer to Section 7 Rehabilitation Requirements.

3.11 Initial Non-Negative Test Result and Confirmed Negative – The initial screening test resulted in a non-negative result and confirmed negative by confirmation testing

- 3.11.1 **P . O . C . T e s t i n g :** The initial P.O.C.T. test result is a non-negative. The initial non- negative specimen is sent to the laboratory and confirmed negative. The TPA will immediately update the Participant status in the SMDS.
- 13.11.2 If a Participant is taking any valid prescription medication and the test results in a non- negative result, the Participant should immediately notify the MRO to request the interview, in order to initiate the MRO Process for non-negative test results as explained in Section 6. At the employer’s sole discretion, when there is a non-negative, non-positive test result, and with the employer assuming the entire risk, and holding IMPACT, the International Association and its affiliated District Councils and Local Union harmless, the employer may continue to retain an individual in employment until such time as a positive result is confirmed.
- 3.11.3 During the laboratory confirmation testing for Participants taking valid prescription medication where the participant has initiated MRO contact to review prescribed medication, the TPA will code the Participant as “Test Pending” to indicate the non-negative specimen is undergoing confirmation testing. The “Test Pending” status is not a status for Participants who refuse to test or are ineligible to work. Refer to section 3.6, safety sensitive positions and section 6 for the MRO process.
- 3.11.4 In the event a Participant incurred loss wages if they are required not to work until the confirmed test results are available, the Contractor DR can submit a reimbursement form to the TPA to process the reimbursement. The Contractor reimburses the Participant directly and invoices IMPACT for the reimbursement. These steps ensure that the Participant’s benefits are allocated properly. Refer to the IMPACT website to obtain the reimbursement form and additional information on the process.

3.12 Laboratory Certifications

The Laboratory shall be licensed or certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the College of American Pathologists and shall participate in the proficiency testing programs required by each of those respective organizations. The laboratory shall store frozen all samples reported as positive for 365 days and all samples reported as negative for 5 days or as required by federal regulations.

Section 4 - Types of Testing

Although all illegal substances are prohibited on a jobsite, the substances identified in Section 3 are of specific concern. The different types of testing are:

Pre-employment

- Random
- Reasonable Suspicion/For Cause
- Post-Accident/Incident
- Return-to-Duty
- Accelerated Random



4.1 Pre-Employment Testing – P.O.C.T Test and Laboratory Test

- 4.1.1 Authorized Local Union representatives will review a Participant's status prior to being dispatched. A Participant's status can be verified through IMPACT's online verification system at www.impact-net.org, 24 hours a day. If the Participant is "Current" they are eligible to work immediately
- 4.1.2 The Contractor DR verifies member's eligibility via IMPACT's online verification system at www.impact-net.org. If the Participant is "Current" they are eligible to work immediately.
- 4.1.3 If a Participant has a code status "Need to Test" in the SMDS, the Participant must take a Pre--Employment test. The "Need to Test" status indicates the Participant does not have a valid test within a 12 month cycle. The Contractor DR or jobsite representative, the Local Union Representative or TPA will initiate the test in the SMDS for the Participant and create the Ironworker Test Authorization Form. The Participant is required to take the Ironworker Test Authorization Form to the approved collection site for testing. The Contractor DR, Local Union Representative or TPA will instruct the Participant which collection facility is approved for testing.
- 4.1.4 The collection facility must have an Ironworker Test Authorization form at the time of Member testing. The Ironworker Test Authorization form can be submitted to the collection site as follows: The SMDS will automatically populate the Test Authorization form and the Contractor DR or its jobsite representative or Local Union representative will print out the form and provide it to the Participant, The Test Authorization form can be emailed to the TPA to be submitted to the collection site through the SMDS or the collection site will have the Ironworker Test Authorization forms at the facility. The Participant must notify the facility at the time of testing they are testing for the Ironworker IMPACT Program.
- 4.1.5 If a Participant is coded with a status of "Ineligible" the Participant is not eligible to work.
- 4.1.6 The Contractor DR, Local Union and IMPACT representatives responsible for instructing the Participant where to test and test site availability will be provided instructions by their TPA. In the event special circumstance arise or further instructions are necessary, the Contractor DR, Local Union and IMPACT representatives should directly call or email their TPA for further advice and instructions.
- 4.1.6 Authorized IMPACT users can verify testing facility locations and hours of availability accessing the IMPACT website 24 hours a day and 7 days week at www.impact-net.org. TPAs will also provide detailed instructions and collection facility locations.
- 4.1.7 TPAs will ensure that collection facilities have a current IMPACT Authorization form. The Authorization form instructs the collector on the proper collection protocol for testing.

4.2 Random Selection

Random testing will occur approximately every 4 – 6 weeks, nationally. A random selection can occur periodically in a 12 month cycle beyond the 4 – 6 week interval. Participants will be selected from the IMPACT national random pool for unannounced random testing. The national random pool will contain all Participants participating in the Program who are actively employed. Only Participants actively employed will be subject to random testing.



The random selection process is the selection of a computer-generated random digit from 0 – 9. The SMDS will generate a random digit from 0 - 9, representing the ten digits of the social security number. Each digit from 0 – 9 will be randomly generated at a minimum of once, throughout a 12 month cycle.

Contractors have two options for the generation of the random selection report, 4.2.1 and 4.2.2:

4.2.1 Random Selection Notification with Contractor Identifying Participants through Payroll Records

- The SMDS will email the random digit to the Contractor DR, Local Union representative and their respective TPA. The DR will review payroll records to determine all Participants currently working for the Contractor. Participants with the random digit as the last digit of their social security number will be selected to random test.
- The IMPACT database administrator will work with Contractors and other IMPACT representatives to assist in identifying possible processes to automate the review of payroll records through an Excel process or other automated processes to quickly identify Participants with the selected random digit.
- The Contractor DR will generate an email with the name(s) and the last four digits of the Participants selected to random test and location of the collection site where the Participant will test. The Contractor DR will email the list to their TPA within 24 – 48 hours after the SMDS emails the selected random digit
- The Contractor DR or its jobsite representative will instruct the Participant selected to report to the designated collection site for random testing. The Contractor DR will have the option and ability to enter Participants into the SMDS that will automatically generate the random selection report and email. Instructions are provided in Section 4.2.2.
- The Contractor DR can use the SMDS to automatically generate the email of Participants selected to random test. The Contractor DR will enter the name(s) of the Participants selected to random test in the SMDS. The SMDS will automatically generate the email to be sent to the TPA identifying the Participant that was selected to test. Instructions are provided in Section 4.2.2.
- The Participant must test the day they are notified by the Contractor DR or its jobsite representative. The Contractor DR or its jobsite representative will only inform the Participant of the selection to test when the Contractor can provide reasonable accommodations to allow the Participant to test the day of the notification. The Participant must report by the end of the day they are notified to test.



- In the event that the Contractor DR identifies special circumstances due to unavailability of reasonable testing facility locations, project constraints or remote locations, the Contractor DR must notify the TPA for further advice and instructions, immediately, upon receiving the random notification.
- The TPA is responsible for managing the drug testing program for the Contractor, Local Unions and the Participants. The TPA is responsible for ensuring collection site availability, collection site quality control and readiness for the Participant. The TPA will ensure the Contractor is provided information on collection site locations and availability and program processes in advance of Participant testing. TPA collection site locations and hours of availability can be found on the IMPACT website at www.impact-net.org or directly from the TPA.

4.2.2 Random Selection Notification with Contractor Tracking all IMPACT Participants

- The Contractor DR will track all IMPACT Participants currently employed by the Contractor. The Contractor DR will link the Participant in the SMDS to link the Participant to the Contractor. The Contractor DR will remove the link, unlink the Participant, through the SMDS when the Participant is no longer employed by the Contractor. The Contractor DR will be responsible for linking all active Participants working for the Contractor to ensure the random selection report includes all Participants working for that Contractor.
- The SMDS will generate a random selection report identifying Participants with the social security number ending in the random digit linked to the Contractor. The Participant name selected to test will be alphabetically summarized on the random selection report. The Random Selection Report will be automatically emailed to the Contractor DR, Local Union representative and the assigned TPA through the SMDS.
- The Contractor DR will notify their TPA two (2) weeks in advance prior to project start-up, of any new project location in order to pre-identify collection sites available for Participants. For project locations not set-up by the TPA with pre-identified sites, the Contractor DR has the ability to identify collection facility locations through the IMPACT website and notify the TPA of the collection site selected.
- The Contractor DR or its jobsite representative will instruct the Participant selected to random test where to test and provide reasonable accommodations. The Participant must test the day they are notified by the DR or its jobsite representative. Refer to Section 4.2.1 above.

Local Union representatives will follow the same process for the random selection process where applicable. Your TPA will provide detailed instruction.



4.2.3 TPA Random Selection Reporting and Updating Participant Status

- The TPA will monitor each random selection cycle to verify all Participants identified in the random selection tested or did not test. The TPA will enter each Participant test result status in the SMDS as noted in Section 3 and within the time frame identified.
- After the TPA updates each Participant status in the SMDS, and at 7 calendar days after the random selection was initiated, the SMDS will automatically generate an updated random selection report. The updated random selection report will identify the Participants selected to test and identify the Participants who tested and Participants who did not test.
- The updated random selection report will be automatically emailed to the Contractor DR, Local Union representative and their respective TPA to verify Participant status.
- The TPA is responsible for updating Participant status and ensuring the Contractor DR, Local Union or other IMPACT representatives responsible for The SMDS will generate required reports for the Contractor DR, Local Union and IMPACT representatives and the TPA as needed and as requested.

4.3 IMPACT Participants Subject to Owner Controlled Project Guidelines

- Participants subject to other criteria based on an Owner Controlled Projects (OCP) with defined guidelines will follow those project guidelines. Participants employed on an OCP will be exempted from IMPACT Program. These Participants will be coded “OCP” in the SMDS and will not be part of the national random pool or subject to IMPACT random testing.
- Once a Participant is no longer employed on an OCP project, the Participant will comply with IMPACT Program testing requirements and will require a pre-employment negative test when dispatched to a new Contractor or new project.

4.4 The Chain of Custody

- The Chain of Custody (COC) will be provided by the TPA to the collection sites, Contractor DR, and/or Local Unions as required.
- The TPA will monitor and track Participants to ensure they take the test as required. The TPA will code Participant drug test results in the SMDS as identified in Section 3.
- The TPA is responsible for the collection facility quality control at all times.

** Accelerated random testing for members who completed treatment does not apply. This type of*



random notification will be managed by the TPA directly with the Participant and Participants must test regardless of their employment status.

4.5 Post-Accident Testing

A Participant may be tested “Post Accident” if they are a direct or indirect cause of accident or injury to persons or property. It is always first priority to treat a Participant’s injuries and then get a drug/alcohol test. A valid drug test can be collected up to 30 hours after the accident and up to 8 hours for a breath alcohol test. A member cannot return to work until a negative test result is received.

There are two ways to have a post-accident test collected.

4.5.1 Use a TPA approved collection site

- Follow standard procedure using TPA approved collection sites as established in the guidelines.

4.5.2 Use an out of network collection site

- If the jobsite where the accident / incident occurred is not near any of the TPA approved sites, the Participant must be taken to the nearest testing facility. The TPA must be notified immediately with the name of the Participant and the testing facility contact information.
- The Contractor may be billed by the testing facility for the test and receive the test result. The Contractor will forward the test result and invoice to the TPA for reimbursement. The TPA will enter the test result and process the reimbursement through IMPACT.
- The out of network collection site may not have an approved IMPACT COC or Authorization Testing Form. In this event, the testing site must be advised to use a “ten panel urinalysis.” All test analysis must be conducted at a SAMHSA certified laboratory.

4.6 Reasonable Suspicion/Cause

A Participant may be tested for “Reasonable Suspicion” under certain circumstances. In order to request a Reasonable suspicion test on a Participant, the Contractor’s DR or jobsite representative conducting the test must have attended an approved Reasonable Suspicion Training class. The Reasonable Suspicion training class is available through IMPACT. The training provides instruction on the signs and symptoms of drugs and alcohol, how to observe and document specific behaviors, awareness of the consequences of ignoring warning signs, legal responsibilities and steps that should be taken when requesting a test.

After following the Reasonable Suspicion guidelines and it is determined that the Participant is required to submit to a drug test, the Participant will be taken to a collection facility for testing. If the test result is negative, the Participant can continue their current work status. If the test result is non-negative, the test will require confirmation. The Contractor must submit the IMPACT Reasonable Suspicion Form to the TPA within twenty-four (24) hours of the incident.

4.7 Accelerated Random Testing

After completing a treatment program, the Participant’s EAP / SAP will prescribe a number of additional random tests, four or greater, for a period of one year as a condition of further



employment, refer to Section 7, Rehabilitation Requirements. Accelerated random test notification will be provided to the Participant and the TPA will ensure by whatever means necessary the Participant is contacted and provided the information. The Participant must test regardless of their work status to stay eligible in the Program. If one accelerated random is missed or refused the Participant will be considered to have another violation and will need to complete all disciplinary procedures before returning to work.

4.8 Return-to-Duty

The return-to-duty test is required for a participant to reinstate into the Program eligibility after a positive test. The cost of the return to duty will be paid by IMPACT unless the test result is a non-negative.

4.9 Alcohol Testing

A participant may be asked to submit to an alcohol test if “Reasonable Suspicion” or if “cause” is prevalent which indicates that his health and safety or ability to perform work may be impaired. An alcohol test may also be included with a random test as required by an Owner. Alcohol testing is performed according to established federal guidelines.

- Alcohol tests will be administered using blood, breath, or saliva, and confirmed using an approved
- breath testing device.
- A Participant that has the presence of Alcohol in system, between .02% and .04%, will be removed from duty for at least eight (8) hours, or one work shift, whichever is longer.
- If a Participant test shows levels equal to or greater than .04%, the Participant’s test will be treated as a positive and the Participant will be subject to the defined rehabilitation procedures.

4.10 Owner Request

An Owner may request that the Participants on a job site be tested. Participants that are on the selected job site will be selected for testing and verified by payroll records. The Owner must submit payroll records for random testing.

Section 5 - Collection Facilities and On-Site Group Collections

There are two options for pre-employment and random testing collections. The primary collection testing is at the collection facility identified by the TPA. The second option, based on specific criteria, is a group collection at the jobsite or other approved site. Upon arrival at an approved collection facility or at a group collection the Participant must present a valid drivers license/photo I.D. or approved photo I.D for identification.

5.1 Collection Facility

- The TPA will provide the Contractor DR or its representative the list of collection facilities nearest the project and within 20 miles or 30 minutes or less from the project site.
- The Contractor DR will notify their TPA two (2) weeks in advance prior



to project start-up, of any new project location in order to pre-identify collection sites available for Participants. For project locations not set-up by the TPA with pre-identified sites, the Contractor DR has the ability to identify collection facility locations through the IMPACT website and notify the TPA of the collection site selected.

- The Contractor DR or its representative, Local Union representative or TPA will instruct the
- Participant where to test and provide the Ironworker Test Authorization form.
- The Contractor is obligated to provide reasonable accommodations to allow the Participant to test.
- The Participant will go to the authorized collection facility identified by the TPA, unless an on-site group collection is identified. Refer to Section 4 for additional collection site location processes.
- The TPA must be informed of which collection facility a Participant will test to ensure the the collection facility has the IMPACT Chain of Custody form and will test the Participant using the IMPACT testing protocol.

5.2 Job-Site/Group Collection Testing

The Contractor or Local Union Representative can request a jobsite or group collection to be preform on-site. The following are criteria to request an on-site collection:

- The Contractor DR will request onsite collection through their TPA.
- The Contractor DR will provide the following information to the TPA:

Jobsite location / physical address

Jobsite Participant list

Jobsite contact name and number

Logistics of the jobsite

Location available to test members privately

Special safety or security requirements

The time requested for testing, a.m. or p.m.

- At completion of the testing, the test coordinator will review the job-site Participant list with the Contractor DR or Local Union representative to determine which Participants tested and which Participants did not test.
- The TPA and the Contractor DR or Local Union representative will review the Participants who did not test to ensure a Participant was not available on-site during the testing. If it was determined that a Participant was available to test and did not test, the Participant will be interviewed to determine a verifiable reason why the Participant did not test.
- A Participant who refused to test with no verifiable reason for the refusal will be considered “Ineligible” and must complete disciplinary procedures before they can return to work.



- The TPA will update all test results electronically into the SMDS.

Local Union representatives will follow the same process for the collection facility or group collections where applicable. Your TPA will provide detailed instruction.

Section 6 - Medical Review Officer (MRO)

A Medical Review Officer (MRO) is a licensed physician who has knowledge of substance abuse disorders. The MRO must be certified by either the American Association of Medical Review Officers (AAMRO) or the American College of Occupational and Environmental Medicine (ACOEM). The MRO shall:

- Review and verify a laboratory non-negative and positive test results.
- Contact the individual within 24 hours to discuss the reasons why their test result might be positive.
- Review the individual's medical record as provided by or at the arrangement of the tested individual as appropriate.
- Confirm the laboratory result.
- Notify the TPA of all tests results, positive and negative.

All records of tests reviewed by the MRO and supporting documentation will be forwarded to and maintained by the TPA.

6.1 Prescription Medication

If the MRO finds the test is positive due to medication prescribed to the participant by a licensed physician, the MRO will report the test as negative.

6.2 Unauthorized Substance

If the MRO finds no medical reason for a test to be positive, the MRO informs the Participant that the test will be reported as positive. The TPA will then inform the Participant and provide the Participant the requirements to reestablish eligibility in the program and will refer the participant to an Employee Assistance Program (EAP).

Section 7 - Rehabilitation Requirements

A Participant who has a confirmed positive test result will not be eligible to participate in the Program until the Participant is evaluated by the Employee Assistance Program (EAP) and complete the Program rehabilitation requirements. The Participant can only regain their active status in the Program once they have completed the rehabilitation requirements. The Participant will receive notification from the TPA, which will contain instructions and a Reinstatement Form to be completed after an evaluation by an EAP.

Step #1: Evaluation by Substance Coordinator

The Participant must complete the substance abuse evaluation

Step #2: Rehabilitation Program

The Participant must complete the rehabilitation program as prescribed

Step #3: Return-to-Duty Test

The Participant must submit a negative Return-to-Duty drug screen



7.1 Suspension Period

- 7.1.1 First Violation: The individual will be ineligible from working for any IMPACT signatory Contractor for a minimum of 30 days. To be eligible to return to work, the participant must be evaluated by a Substance Abuse Professional (SAP), provide written proof of successfully completing a medically recognized rehabilitation program and submit a negative return to duty drug screen. The participant will be subject to a minimum of four (4) accelerated random tests for a period of one year as a condition of further employment. Frequency of the accelerated random testing is to be determined by the SAP.*
- 7.1.2 Second Violation: The individual will be ineligible from working for any IMPACT signatory Contractor for a minimum of 90 days. To be eligible to return to work, the participant must be evaluated by a substance abuse professional, provide written proof of successfully completing a medically recognized rehabilitation program and submit a negative return to duty drug screen. The participant will be subject to a minimum of four (4) accelerated random tests for a period of one year as a condition of further employment. Frequency of the accelerated random testing is to be determined by the SAP.*
- 7.1.3 Third Violation: The individual will be ineligible from working for any IMPACT signatory Contractor for a minimum of one year. To be eligible to return to work, the participant must be evaluated by a substance abuse professional, provide written proof of successfully completing a medically recognized rehabilitation program and submit a negative return to duty drug screen. The participant will be subject to a minimum of four (4) accelerated random tests for a period of one year as a condition of further employment. Frequency of the accelerated random testing is to be determined by the SAP.*
- 7.1.4 For any occurrence greater than a third occurrence, there is an additional 1-year suspension per violation in addition to sanctions listed above. The Participant's violation status will revert back to first violation following 36 consecutive months with a negative drug screen, providing the employee is continually participating in the Program. Any sale and or distribution of a prohibited substance on company or job site premises or property is grounds for immediate termination.

*In the event treatment exceeds the suspension period a donor may (on a case by case basis) be approved by their SAP to return to work while continuing specified treatment and continuing to submit negative drug screens.

7.2 Volunteer Rehabilitation

Any Participant with a substance abuse problem can voluntarily accept assistance. The Participant will comply with rehabilitation requirements, but will not be in violation of the Program.

7.3 How to Request Specimen Re-Analysis

- 7.3.1 A Participant has the right to dispute their result and have the original split sample independently re-analyzed by a laboratory of their choice. The Participant must contact the program coordinator within 72 hours of the MRO finding the specimen positive. The laboratory must meet specifications (SAMHSA approved laboratory) stated in the policy. The Participant will be responsible for the cost of the re-analysis (not to exceed \$250.00).



* If a donor did not provide specimen quantities required for a split specimen (45-60ml) the donor will waive their right to have the “B” sample reanalyzed but may use the original “A” sample if quantity is sufficient.

7.3.2 If the independent reanalysis is “negative”, the Participant will be reimbursed for the cost of the independent test and any lost wages by IMPACT. If the independent reanalysis is “positive,” the Participant will be notified by the MRO, and will be required to comply with the rehabilitation requirements. All expenses related to the reanalysis of the original sample and any lost wages will be forfeited.

Section 8 - Enrollment and Training

Once approved by IMPACT, Contractor DRs, Local Union and IMPACT representatives will be contacted from the TPA to schedule enrollment and training. The approved TPA will provide training in a classroom setting, webinar, video, PowerPoint or other format and will include:

- Enroll and setup new Participants, Contractors, DRs, Local Unions and projects in the SMDS.
- Review Program guidelines and requirements.
- Review Program testing requirements, procedures, and the random selection process.
- Review rehabilitation procedures.
- Provide samples of all forms and letters used in the Program.
- Review current testing facility list and identify new facility locations needed for future testing
- Provide TPA contact and information.
- Assist in coordinating SMDS training as needed.

Reciprocal Status

Reciprocal status is granted by IMPACT to regional or national drug and alcohol testing programs that meet the minimum standards set forth in these guidelines. A program that has been granted reciprocal status will exchange testing data with the IMPACT to keep both databases current.

Revisions or Amendments

The IMPACT Drug and Alcohol policy and procedures is a living document. The IMPACT Trustees shall meet periodically to review the Program and shall have the authority to make changes in the Program to improve and assure that it is up to date with new regulations and current practices.



Appendix A - Definitions

Adulterated specimen - A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol confirmation test - A subsequent test using an EBT, following a screening test with a result of or greater, that provides quantitative data about the alcohol concentration.

Authorization Form - The TPA will issue an "Authorization Form" to Participants who are selected to take a drug test at a collection site. This form is taken to the testing facility and instructs the collector on the type, the account, laboratory and the TPA.

Breath and Alcohol Content (BAC) - Breath alcohol concentration expressed as grams of alcohol per 210 liters of breath.

Chain of Custody - The procedures established by SAMHSA and DOT to track specimen handling and storage from point of collection to final disposition. Stringent chain-of-custody procedures ensure the integrity of each specimen collected.

Collection Facility/Sites - An approved location where participants can provide specimen for testing:

- Collects specimens following DHHS guidelines
- Administers quick test at the facility or on site
- Ships specimens to SAMHSA certified laboratory
- Ensures Chain of Custody or testing documents are adhered to

Confirmation Testing - All non-negative screening tests will be confirmed using either GC/MS or LC-MS/MS performed by a SAMSHA certified laboratory. Both confirmation methods identify and quantitate the presence of a drug metabolite and meet or exceed forensic testing requirements under SAMSHA.

Confirmed Positive Result - The final result of a specimen, which has been first screen tested, to detect the presence of a substance above the established cut-off limit. It is then confirmed by a more precise quantitative method, which specifically identifies the substance and the amount. Tampering with a specimen will also be considered as a positive test result.

Contractor - A Contractor company that has accepted IMPACT's Program for drug testing and:

- Required to comply with testing
- Assigns DRs for each project
- Enforces Program requirements
- Promotes Program to customers

Current Status - The Current status associated with a Participant as noted in the SMDS, indicates that the Participant is current with the Program requirements and is eligible to work.

Cut off Limit - The lowest level at which a detected substance will be reported as positive.

Department of Health and Human Services (DHHS) - The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Designated Representative(s) (DR) - main point of contact for the Contractor company that works directly with the TPA, receives results, enforces program requirements and:

- Receives Participant confidential and eligibility information
- Coordinates Participant testing with assigned TPA
- The DR plays a primary role in the effectiveness of the Program

Drug Class - The type of drugs included in the test panel.

Electronic Chain-of-Custody (E-Chain) - is a web based paperless system that provides enhanced applicant status information, improved testing window enforcement and test type compliance.

Employee Assistance Program (EAP) - The EAP evaluates participant and prescribes rehabilitation program. An EAP is intended to prevent or address substance abuse problems as well as assist employees and their eligible family Participants with interpersonal conflicts, family problems, workplace crises, eldercare stresses, psychological problem and financial management. The EAP is able to provide voluntary and confidential counseling services.

IMPACT National Random Selection Pool - The national random selection pool is comprised of all Participants participating in the IMPACT Substance Abuse Program and who are actively working. All Participants in the random pool will be subject to random testing approximately every four to six weeks.

Ineligible Status - An Ineligible status associated with a Participant as coded in the SMDS, indicates that the Participant



is not current with the Program requirements and is not eligible to work until Program requirements are fulfilled. The Ineligible status is not an indication of the use of drugs.

Initial Screening Test - A quick immunoassay test, which proves or disproves the presence of substances in excess of the established cut-off limit. Positive results of an initial screen are considered presumptive until confirmed by GC/MS.

Laboratory - A licensed, accredited facility that analyzes participant specimens:

- Analyzes specimens
- Provides results within 24-48 hours to authorized TPAs, Medical Review Officers (MRO) and other authorized parties

Medical Review Officer (MRO) - A licensed physician certified by either the American Association of Medical Review Officers (AAMRO) or the American College of Occupational and Environmental Medicine (ACOEM) and has knowledge of substance abuse disorders. The MRO is responsible to receive and review the laboratory results generated by a drug testing program to evaluate laboratory drug test results to assure proper interpretation of those results.

National Association of Alcoholism and Drug Abuse Counselors (NAADAC) Certification Commission - a national organization that imposes qualification standards for treatment of alcohol and/or drug related disorders. All must have knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders.

Negative Test Result - Test result that qualifies a Participant for employment.

Participant - A Member who is working and complies with the Program testing requirements:

- Participates in random selection testing pool
- Reports for testing when selected
- Remains drug free

Participating Owner - Entity requiring substance abuse testing on projects and as accepted IMPACT's Program:

- Requires substance abuse testing on projects
- Enforces Contractor compliance to Program

Point of Collection Testing (P.O.C.T.) - P.O.C.T. is also known as the instant or rapid drug test. A P.O.C.T. is a urine drug screen that immediately tests specimen for illicit and prescription drugs. The P.O.C.T. is FDA approved and includes an adulterant screen. Results are usually available within 30 minutes.

Pre-Employment Test - If Participant does not have a current test in the IMPACT system they must test. The pre-employment test is an instant/rapid test with lab confirmation on all non-negative results. Participant will receive a copy of the instant test result for entrance to jobsite.

Random Test - An unannounced drug screen.

Safety Management Database System (SMDS) - The SMDS is IMPACT's national database of all individuals tested pursuant to the IMPACT guidelines

Substance Abuse Mental Health Services Administration (SAMHSA) - A federal organization which recommends substance abuse testing procedures and which certified substance abuse testing laboratories.

Substance Abuse Professional (SAP) - A licensed physician (Medical Doctor or Doctor of Osteopathy), a licensed or certified psychologist, a licensed or certified social worker, or licensed or certified employee assistance professional. Additionally alcohol and drug abuse counselors must be certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) Certification Commission, a national organization that imposes qualification standards for treatment of alcohol and/or drug related disorders. All must have knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders.

Third Party Administrators (TPA), Drug Testing Vendor or "Vendor" - The approved TPA is the primary contact for the IMPACT administrator and users, Local Unions, Contractors, Designated Representatives and Participants. The TPA is responsible for all of the following administrative duties:

- Responsible for the collection and testing of Participants in the Program
- Responsible for collection/testing sites, processes, procedures and quality control
- Train Participating parties on Program requirements
- Works closely with assigned DRs and IMPACT administrator and users
- Monitors Participant testing and assist Participant through disciplinary procedures
- Administers the Program in conjunction with a database management firm and IMPACT
- Ensures Program requirements comply and are current with federal and state regulations
- Compiles Program reports through the use of the IMPACT databases.

