

2024-2029
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, 2024
Expires: September 15, 2029

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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; stators, 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 tires; wainscoting; waste compactors; weather stripping; weather vanes, weirs and weir plates, welding machines, wheel guards, winches, wind turbines -including but not limited to turbines operating or sourced or fueled by wind (whether on or off shore, whether on coastal or other water or land location -including but not limited to desert, mountain, ocean or other land or water body way (e.g., lake, pond, river, ocean) location, solar, water (including whether steam or air derived or ocean wave derived), hydrogen, fossil fuel (whether coal, gas, oil, oil/tar sands or otherwise), nuclear, waste or timber materials, and any other fuel source whatsoever -whether combustion or not, and without regard to whether the turbines are designed or intended only to produce electric or other power or energy source whether by kinetic or other movement and whether the turbine movement is turning circular or otherwise” and all off-loading and re-loading, storage, movement, rigging, installing, erecting, aligning, torquing, or otherwise handling or marshalling in any manner whatsoever, windows, window cleaning equipment, window washing hooks, window and door screens and brackets, window stools, wichets, 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, rehandling, 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.

The unloading, stockpiling, on-site fabricating, hoisting, rigging, erecting, installing, aligning, securing, and all handling of mass timber products and products known as cross laminated timber construction materials.

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 regard to remedying the wage or benefit nonpayment, 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. Journeyman's Pay (Wage & Benefit) Rates

DATE	Pay (W/B) increase	BOSTON	LAWRENCE	WORCESTER
9/16/2024	\$1.30	\$93.80	\$89.39	\$93.50

Future Pay (Wage & Benefits) Increases:

3/16/2025	\$1.55	\$95.35	\$90.94	\$95.05
9/16/2025	\$1.25	\$96.60	\$92.19	\$96.30
3/16/2026	\$1.50	\$98.10	\$93.69	\$97.80
9/16/2026	\$1.25	\$99.35	\$94.94	\$99.05
3/16/2027	\$1.50	\$100.85	\$96.44	\$100.55

Pay (Wage-Benefits) Re-opener prior to 9/16/2027, Contract expires 9/15/2029.

9/16/2027	TBD
3/16/2028	TBD
9/16/2028	TBD
3/16/2029	TBD

9-16-2027 Pay (Wage & Benefits) Re-opener, for wages and/or benefits only, from September 16, 2024, until September 15, 2027.

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

Breakdown of Total Package as of 9/16/2024

Employer's Contribution per hour (as allocated on 9/16/2024):

Pension Fund	\$12.70	
Welfare Fund*	\$ 9.10	
*Which includes Contractor's \$ 0.10 re PFMLA** (Paid Family & Medical Leave Act)		
Annuity Fund***	\$14.25	(Doubles for overtime hours)
Education Fund & Building Fund	\$ 1.24	Percentage per Local 7 By-Laws
		(1% total pay package= \$0.94 + \$0.30 Bld'g Fund)
Industry Fund	\$ 0.13	
D.C. LMCT	\$ 0.45	
IMPACT	\$ 0.35	(Currently 5/8 of 1% of wages only)
Compliance Office	\$ 0.07	

Employee's Contribution per hour
(to be deducted by Employer)

Vacation Fund	\$ 5.00	
Dues Deduction	\$ 4.57	Percentage per Local 7 By-Laws (Currently 3.85% of total pay 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	

****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 specifically disclaim any such obligations.**

***** Effective January 1, 2025, all new probationary members and apprentices entering or joining the Apprenticeship program will have their annuity contributions paid at a rate of \$4.25 per hour. The annuity rate for apprentices shall be subject to increase in accordance with any future annuity increases established after January 2025.**

All apprentices entering or joining the Apprenticeship program prior to January 1, 2025, are "grandfathered" in and will receive the journeyman annuity rate throughout their apprenticeship period. All probationary members entering or joining the apprenticeship program prior to January 1, 2025, will receive the journeyman annuity rate, throughout their apprenticeship period. All probationary members entering or joining the apprenticeship program after January 1, 2025, will have their annuity contributions paid at a rate of \$4.25 per hour (double for any overtime).

However, if any probationary member or apprentice joined before January 1, 2025, leaves the program, is separated, or otherwise discontinues their participation but later re-enters on or after January 1, 2025, they will be treated as new entrants and be subject to the same \$4.25 per hour annuity rate as all other members joining on or after January 1, 2025.

And however, should an Employer employ a probationary member on a state or federal prevailing wage law project, that Employer shall pay the probationary member this Agreement's Article V full Journeyman Pay Rates, i.e., full wages and benefits

NOTE 1. 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 trusteeed 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:

- a. 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;
- b. 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;
- c. 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.
- d. 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. 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:

- a. Name of each covered employee; and
- b. The number of hours the employer employed each covered employee; and
- c. The project(s) on which the covered employee performed labor; and

- d. The last date of employment each covered employee last performed labor on each project reported.
- e. 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:

- a. Work to be performed.
- b. Manning Requirements.
- c. Apprentice ratio to Journeymen.
- d. 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(a). 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.

Steward Disputes, Expedited Arbitration

SECTION 2(b). 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 nonperformance, 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 2024 and 2025, 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 three permanent arbitrators are Mary Ellen Shea, Susan Brown and Mark Irvings.

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

The fee of the American 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 ensure compliance with any safety & health laws, standards, rules or regulations.

Planking Floors

SECTION 2. 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 3. 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 4. 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.

Derrick Floors

SECTION 5. A company representative and steward shall escort the General Contractors up to the areas that are not yet turned over to the General Contractor, during working business hours.

Riding the Load or Load Falls

SECTION 6. 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 7. Steel cable will be used instead of chains or hemp slings.

Protection of Signal Devices

SECTION 8. 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 9. 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.

ARTICLE XII

Apprenticeship

SECTION 1. The parties signatory hereto agree to establish a Joint Apprenticeship Committee in accordance with the provisions of the "Iron Workers Apprenticeship and Training Standards, as contained

in Section 1, Article XIII of the International Constitution. Said Committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said standards.

- a. Apprentices shall be paid no less than the percentage of the journeymen rate as listed below, except as to annuity. As to annuity for apprentices, see Article V, Section 1 Pay Rates, Annuity – at its three asterisks (***).

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	
1st period		60%
2nd period		70%
	2nd Year	
3rd period		75%
4th period		80%
	3rd Year	
5th period		85%
6th period		90%

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

- a. Any employer who employs members of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers Local #7 shall employ apprentices on structural, reinforcing and rigging jobs at the ratio of not more than one (1) apprentice to every six (6) journeymen, and shall employ apprentices on ornamental jobs at the rate of not more than one (1) apprentice to every four (4) journeymen, based on the annual average employment of journeymen ironworkers by the particular 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, Martin Luther King (MLK) 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 (Mary Ellen Shea, Susan Brown and Mark Irvings.) 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. The SJC shall be comprised of an equal number of representatives from the employers and the union. 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. Consistent with such downward deviations, there has been available for many years for signatory Employers to utilize:
 - i. A Metal Buildings Agreement;
 - ii. A Union approved and administered probation member program. The Union shall notify the Employer when a worker is a member of the probationary program. Except as to state and federal prevailing wage projects, the Employer shall pay a probationary member the pay rate (wages and benefits) applicable to first-year apprentices, unless the employing Employer unilaterally chooses to pay a probationary member above that rate. However, should an Employer employ a probationary member on a state or federal prevailing wage law project, that Employer shall pay the probationary member this Agreement's Article V full Journeyman Pay Rates, i.e., full wages and benefits;
 - iii. Exclusively for fabricators that are obligated to this Agreement, an agreement called SJOB, Small Job Organizing Blitz. These agreements are intended & designed to incentivize signatories to such agreements to obtain work on such small projects and employ Union Members; and
 - iv. Various other downward deviation agreements, which the Union and employers may from time-to-time mutually agree upon.
- f. 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.

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

- i. Zone Rates
- ii. Enforcement by the Union of the Bond requirement
- iii. Coffee Breaks
- iv. Overtime
- v. 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, 2029; except that either party may on or before May 15, 2027, 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, 2027.

In the event of such notice, the parties agree to meet on or before August 15, 2027, 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 unchanged 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, 2029, 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

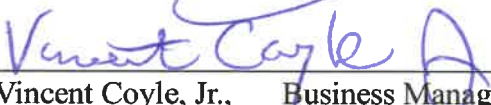
This Agreement is made and executed on this sixteenth day of September 2024 by and between Local Union No.7, Boston, Massachusetts of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO, Unincorporated, herein called the Union and the Building Trades 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 2024.

For the Union, Local No.7:




Frank Murray, President



Vincent Coyle, Jr., Business Manager
Michael Doucette, Financial Secretary/ Treasurer
Daniel McWilliams, Business Agent
Kevin Collins, Business Agent
Thomas Pecoraro, Business Agent
Bryn Fantasia, Chairman, Executive Board

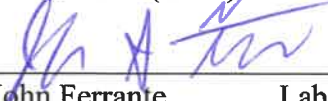
For the Employers:

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



Thomas S. Gunning, Executive Director

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



John Ferrante, Labor Relations Div.

Committee Members for the Employers:

Thomas S. Gunning
Rich Burns
Brian Benson
Usha Wood
Jeremy Long
Richard Mauro
Cori Amadon
Daryll Bridges

Expires September 15, 2029
Boston Ironworkers