

2007-2012
Agreement
BETWEEN
LOCAL UNION NO.7
BOSTON, MASSACHUSETTS
OF THE
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL & REINFORCING
IRON WORKERS
AND
Western Massachusetts Erectors Association
(hereinafter "Employer")
Effective Date: January 6, 2006
Expires: September 15, 2012

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, 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, 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 devises, and the complete maintenance and operation of all Welding Machines (Gas and Electric) when used by the Ironworker to perform work which falls under the jurisdiction of the 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.

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 seventh (7th) 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 the Board of Arbitration.

Equal Employment Opportunity Clause

SECTION 2. The Employers and Union covered by this Agreement agree that there shall be no discriminatory practice prohibited by any applicable Federal or State law or regulation in connection with the referral of Employee by the Union to the Employer. No Iron Worker shall be discriminated against because of race, color, religion, sex, national origin, or age as required by law.

SECTION 1.

**ARTICLE V
Wage Rates**

See Attachment A "Wages & Benefits Breakdown Sheet", attached hereto and hereby this reference incorporated herein.

Wage re-opener 9-16-2009, and contract expires 9-16-2012.

Future wage and/or benefit increases:

9-16-07	\$ <u>1.15</u>	to be allocated per Note 2;
3-16-08	\$ <u>1.15</u>	to be allocated per Note 2;
9-16-08	\$ <u>1.21</u>	to be allocated per Note 2.
3-16-09	\$ <u>1.21</u>	to be allocated per Note 2;
9-16-09	\$ <u>1.29</u>	to be allocated per Note 2;
3-16-10	\$ <u>1.29</u>	to be allocated per Note 2.

Wage Re-opener, for wages only from September 16, 2010.

NOTE: The Reopener shall be applied to the wages only.

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.

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

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

particular employer. On the spinning of cables on suspension bridges, one (1) apprentice shall be permitted to each journeyman.

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

ARTICLE XIV
Geographical Scope

This Agreement applies for all work performed by the Employer in the following Massachusetts cities and towns:

Agawam	Gill	Monson	South Deerfield
Amherst	Goshen	Montague	South Hadley
Ashfield	Granby	Monterey	Southampton
Becket	Granville	Montgomery	Southwick
Belchertown	Greenfield	New Marlborough	Springfield
Bernardston	Hadley	New Salem	Sunderland
Blandford	Hampden	Northampton	Tolland
Brimfield	Hatfield	Northfield	Tyringham
Buckland	Hawley	Otis	Wales
Charlemont	Heath	Palmer	Ware
Chester	Hinsdale	Pelham	Washington
Chesterfield	Holland	Peru	Wendell
Chicopee	Holyoke	Plainfield	West Springfield
Colrain	Huntington	Rowe	Westfield
Conway	Leverett	Russell	Westhampton
Cummington	Leyden	Sandisfield	Whately
Deerfield	Longmeadow	Savoy	Wilbraham
East Longmeadow	Ludlow	Sheffield	Williamsburg
Easthampton	Middlefield	Shelburne	Windsor
Erving	Monroe	Shutesbury	Worthington

ARTICLE XVI
Duration and Termination

SECTION 1. The Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of September 15, 201~~2~~⁷; except that either party may on or before May 15, 2007 give notice in writing to the other party that it desires change which may include the economic provisions of this agreement to be effective on or after September 16, 2007.

*M.L.
J.M.*

In the event of such notice, the parties agree to meet on or before August 15, 2007 to discuss economic proposals which may be presented by either party. In the event that the parties cannot agree on the economic proposals presented within thirty (30) days of the first meeting, the economic proposals shall be submitted to final and binding arbitration pursuant to the voluntary labor rules of the American Arbitration Association.

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

The cost 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, 2007 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, 200~~7~~⁷, and, unless written notice be given

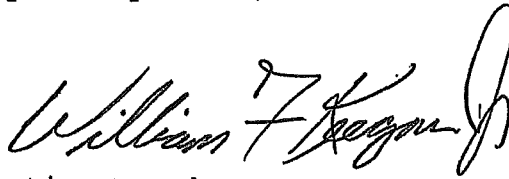
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M.L. J.M.

by either party to the other at least four (4) months prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as herein above provided for in this Article, whether specifying a desire to terminate or to change at the end of the current year shall have the effect of terminating this Agreement at such time.

This Agreement is made and entered into on this sixteenth day of September 2007 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 Western Massachusetts Erectors Association on behalf of such members as may from time to time authorize the same to be done, and other employers who assent to its provisions by signature, herein called the Employer. A current list of members of the Associations who have so authorized will be furnished to 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, 2007.

For the Union, Local No.7
Michael J Durant, FST/BM
William Keegan, President
Steven Burk, Chairman Executive Board
Fiore Grassetti, Business Agent/Industry Analyst



For the Employers:
Western Massachusetts Erectors Association
Jacquelyn Magill, President



Committee Members for the Employers:
Jacquelyn Magill, EDM
Erin Pauquette, Atlantic Bridge
Michael McCaleb, Berlin Steel

976 346 5633

E D M CONSTRUCTION

16 11 28

FUTURE WAGE PACKAGE FOR WESTERN MASSACHUSETTS

FINAL AGREEMENT AUGUST 16, 2007

ALL WAGES ARE AGREED TO BE RETRO-ACTIVE TO SEPTEMBER 16, 2007

\$7.30 OVER 3 YEARS

FOREMAN ADD \$1.00 RETRO-ACTIVE

CURRENT WAGES

JIW

FOREMAN

TOTAL PACKAGE \$46.19

\$46.19

\$48.19

SEPTEMBER 16, 2007 THROUGH MARCH 15, 2008

TOTAL PACKAGE

\$47.34

INCREASE \$1.15 AND \$1.00 FOREMAN

INCREASE FOR FOREMAN AT THIS TIME OF \$1.00 THIS INCREASE IS ALSO RETROACTIVE TO THE 16TH OF SEPTEMBER 2007

MARCH 16, 2008 THROUGH SEPTEMBER 15, 2008

TOTAL PACKAGE

\$48.49

INCREASE \$1.15

SEPTEMBER 16, 2008 THROUGH MARCH 15, 2009

TOTAL PACKAGE

\$49.70

INCREASE \$1.21

MARCH 16, 2009 THROUGH SEPTEMBER 15, 2009

TOTAL PACKAGE

\$50.91

INCREASE \$1.21

SEPTEMBER 16, 2009 THROUGH MARCH 15, 2010

TOTAL PACKAGE

\$52.20

INCREASE \$1.29 AND \$2.00 FOREMAN

\$2.00 INCREASE FOR THE FOREMAN AT THIS TIME

MARCH 16, 2010 THROUGH SEPTEMBER 15, 2010

TOTAL PACKAGE

\$53.49

INCREASE \$1.29

TOTAL \$7.30

James C. Brown
F S/T

Paquelyn Magill pres WMCA.