

**2021-2025**  
**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: September 16, 2021**  
**Expires: September 15, 2025**

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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 forklifts & lulls, 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 intricate part of a building, storage rooms, stoves, subways, sun shades, support brick wall and steel granite; swimming pool equipment; switch gear, tables, towers, tanks, target ranges; target range baffles, booths and conveyors; temporary fencing; thimbles; thresholds; tracks and guides, track frames; tramways, transformers, travelers, traveling sheaves, trellises; trim on vaults; turnstiles; trusses (including but not limited to steel, Howe and combination trusses), tunnels, turbines, all translucent and plastic material on steel frame construction, underpinning, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, pressure vessels and vessels of all types, wire mesh, wire work; wall, stub, stud, wall ties; wainscoting; waste compactors; weather stripping; weather vanes, weirs and weir plates, welding machines, wheel guards, winches, windows, window cleaning equipment, window washing hooks, window and door screens and brackets, window stools, wickets, window washer track, x-ray equipment, x-ray support. Aligning, leveling and surveying in conjunction with steel or machinery erection. The unloading, distributing, stockpiling and handling of all materials coming under the jurisdiction claims of the Union. Ornamental lead shall consist of the distributing, erection, installation, removal, uncrating and recrating, unloading and reloading, relocation, repair, maintenance, layout, removal, replacement, handling, cutting, bending, rigging, jobsite fabrication, framing, drilling, fitting, burning, incidental building of scaffolding, welding by combination of various gases and electricity. All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, layout, drilling, hoisting, placing, burning, welding, and tying of all material used to reinforce concrete including reinforcing rods on any structure whether on roads, bridges, or other use and construction shall be done by Iron Workers. Erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading racking, sorting, cutting, bending, hoisting, placing, and tying, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction of all types of reinforcing rods and mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports

thereof; jacking of slip forms; GFRC, Dryvit System, and any other similarly constructed products which ultimately simulate finished concrete panels, including the securing by bolting and/or welding and the installation of steeltex, wire mesh or any substitute of any type when used for reinforced concrete construction. All layout work for the above regardless of equipment needed to perform operations; all work in connection with starting, stopping, operating, maintaining all equipment used in the performance of the above listed work; and all labor involved in water in wind testing of windows, curtain wall, metal panels or any other related materials.

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

The Ironworker will maintain complete jurisdiction over the following: All forms of electric chain falls, come-a-longs, Tug-a-hoists, all gas or electric hoist of any kind while being used for the prime purpose of setting steel or other material which falls under the jurisdiction of the Ironworker, which will include, but not limited to: Access Satellite Tower platforms, any and all Hydraulic Jacking 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.

Gielinger Columns & all similar, Cobiax Balls (detailed) Wind Turbines (detailed out) & solar energy material, including,e.g., solar panel support steel/work, reinforcing steel associated with airport runways and tarmacs incidental touch-up paint, window washing units, rolling or mounted davits / struts, grouting of all ironwork installed material and products (after synthetic fences), all types of crane signaling, radome, radar equipment, radar dishes, yoke, yoke installation & alignment, wall components of all types, pneumatic, hand operated or electric stud welding machines gas or diesel forms of all materials, metal forms consisting of bridge decks, stay in place forms, Tug hoists including glass.

## **ARTICLE II**

### **Union Security Clause**

SECTION 1. All Employees who are members of the International Association of Bridge, Structural, Ornamental, and Reinforcing 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.

#### **Protection of Union Principles**

SECTION 3. The removal of Journeymen Iron Workers and Apprentices from a job in order to render legal assistance to other Local Unions to protect the Union principles shall not constitute a violation of this Agreement, provided such removal is first approved by the General Executive Board and notice thereof is first given to the Employer involved.

#### **Compensation Insurance**

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

#### **Subcontractors**

SECTION 5. The Employer agrees not to sub-contract or sublet any work to be performed on the job site covered by this Agreement to any person, firm or corporation, which is not in contractual relationship with the International Association of Bridge, Structural and Ornamental Iron Workers and Local 7. And then only where the subcontractor abides by this Agreement, especially regarding wage & benefit payments.

#### **Timely Notification**

SECTION 6. Before any job begins the contractor agrees to give the Union Hall 24 hours notice. One of the purposes of this notice will be to give representatives of the union time to ascertain the current status of the contractor in question with our Fund office. The contractor further agrees that if they cease work entirely on any project, regardless of the reason, they will notify the Union Hall before any future work takes place on said project. Notify the designated business agent or manager by email or text or other similarly recorded electronic means.

#### **Scope**

SECTION 7. The failure of either the Employers or the Union timely to assert any right arising under language contained in this Agreement shall not be deemed a waiver of that language or of rights available from that language or either party's ability to use that language later, for example, under different or 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, the grievance shall be referred to the AAA (American Arbitration Association), unless the disputing employer and the Union agree in writing, after the dispute arises, to some other mutually acceptable arbitrator. The decision of the Board of Arbitration 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.

The parties shall share equally the 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 punitive damages, attorney's fees and costs. In regards to remedying the wage or benefit non-payment, neither the Union or any member or member-representative shall be bound by the arbitration clause in this Agreement or otherwise be required to arbitrate the issue of wage or benefit non-payment, and the Union or member may immediately seek remedy in any and all appropriate civil, criminal, or administrative foray.

#### **ARTICLE V**

##### **SECTION 1. Wage Rates**

See Attachment A "Wages & Benefits Breakdown Sheet", attached hereto and hereby this reference incorporated herein, which the Union shall periodically update consistent with this Agreement.

Wage Re-opener, for wages and/or benefits only from 9-16-2024 until September 15, 2025, and this Agreement expires 9-15-2025.

Future wage and/or benefit increases:

9/16/2021	\$ .97 (\$0.05 to FMLA, \$0.02 for Compliance Officer (bringing it to \$0.07 per hour) & \$0.90 wages &/or benefits allocation To Be Determined (TBD)).
3/16/2022	\$0.85 allocation TBD
9/16/2022	\$0.90 allocation TBD
3/16/2023	\$0.85 allocation TBD
9/16/2023	\$0.90 allocation TBD
3/16/2024	\$0.85 allocation TBD
9/16/2024	Wage Re-Opener
3/16/2025	

NOTE I. Foremen shall receive a minimum of \$5.00 over the 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.)

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.

### **Working Dues Deduction**

SECTION 8. 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.

### **Western Massachusetts Erectors Association Industry Advancement Fund**

#### **SECTION 9.**

- a.) Each Employer subscribes to and agrees to be bound by the provisions of the Agreement and Declaration of Trust of the Western Massachusetts Erectors

Association Industry Advancement Fund as effectuated immediately and as it may be amended from time to time.

- b.) This Trust, known as the Western Massachusetts Industry Erectors Association Advancement Fund, shall be referred to in this Article as the "Fund". The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provision of the Trust Agreement.
- c.) Effective immediately each Employer shall pay to the Fund the sum of ten (.10) cents, per hour for each hour worked by each of its employees covered by this Agreement. 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.
- d.) The Fund shall be used by its Trustees to advance the interest of the Construction Industry in the Western Massachusetts area, and of those who are engaged in it through such programs and activities and in such manner and amount as the Trustees of the Fund in their discretion, and may determine are likely to foster greater use of the Industry's products and services, expand opportunities for employment, higher efficiency the elimination of substandard working and safety conditions and related purposes as more fully specified in the trust document, and for the organization and administration of the Fund. . 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.
- e.) 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.
- f.) In the event the Union has reasonable cause to believe that the Fund is being used for any purpose prohibited by the Agreement and Declaration of Trust, the dispute shall be subject to the arbitration provisions of this Agreement.
- g.) The fund shall not be used to finance or otherwise support litigation or action of any kind whatsoever against the Union or any of its agents.
- h.) In the event the Union has reasonable cause to believe that the fund is being used for any purpose prohibited, the dispute shall be subject to the arbitration provision of this Agreement.

SECTION 10. 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 11. Each Employer shall pay to the fund the amount set forth in Article V, Section 1. Wages for each hour paid to its employees covered by this agreement to the Ironworker Management Progressive Action Cooperative Trust (IMPACT), a jointly trustee Cooperative Trust with federal tax exempt status under Section 501 (a) of the Internal Revenue Code as an exempt organization under Section 501 (c)(5) of the Internal Revenue Code.

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

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

**ARTICLE VI  
Bonds**

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

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

1. Employers that have not been delinquent in making any benefit contribution during the 12-month period preceding the date the employer bid the project that exceeds \$75 million, but there shall be a grace period where the amount delinquent was a good faith mistake under \$10,000 and payment was made in fewer than 10 business days from a demand of the funds administrator;

2. A signatory subcontractor that is working on the project as a subcontractor of an employer that does not need to post a bond, but only if the higher tier subcontractor(s) guarantees in writing to the trustees the timely payment of benefits and wages;
3. Any signatory that will employ fewer than 4 ironworkers for fewer than 4 weeks on the project and such projection and information has been forwarded to the trustees, Union, or the Western MA Erectors Association prior to the execution of a contract.
4. An employer that deposits into an escrow account \$50,000 cash accessible to the trustees of the benefits funds to satisfy the occurrence of a delinquency resulting from labor performed on that project.

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

SECTION 2. In order to protect the lien and bond rights, upon the Union's demand, any employer shall within three regular working days submit to the Union a Remittance Report. A Remittance Report shall contain at least the following information relative to covered work performed by that employer during the 30 day period preceding the Union's demand:

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

### **Prompt Reporting Clause**

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

### **Election Day**

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

### **Shipping –Employees**

SECTION 4. Employees shipped to a job and not put to work weather permitting, or the job is not ready for them to go to work, shall be paid the regular wage rate for such time, or such Employees shall be shipped back to the shipping point with time and transportation paid by the Employer.

### **Work Notice**

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

### **Coffee Period**

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

### **Pay Days**

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

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

When Employees are laid off, or discharged, they shall be paid in full in cash, check or other legal tender on the job immediately, and if required to go to some other point or to the office of the Employer, the Employee shall be paid for the time required to go to such places. When Employees quit of their own accord, they shall wait until the regular pay day for the wages due them.

Any undue delay or loss of time caused the Employees through no fault of their own shall be paid for by the Employer causing such delay, at the regular straight time wages.

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

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

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

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

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

### **Shift Work**

SECTION 8. When two (2) shifts are employed, each shift shall work 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 9:00pm Sunday and 12:00pm. (midnight)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 adhered to.
- f. All overtime will be paid at the established rate including any Holidays as set forth in Article XIII.
- g. Language does not apply to an employee who has worked the standard shift the same day.

## **ARTICLE VII**

### **Notification Clause**

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

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

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

- 1. Within three (3) working days an impartial Arbitrator mutually agreed upon by both parties will be selected.
- 2. The case must be heard within two (2) working days after the selection of the Arbitrator.
- 3. A decision must be rendered prior to the start of the project in question.



4. The decision of the Arbitrator will be final and binding upon both parties.
5. The fee of the Arbitration Association and the cost of and the expenses of the Arbitrator shall be borne by the losing party, or the Arbitrator may apportion, if the decision is a compromise, as designated by the Arbitrator.
6. The above procedure with respect to expedited arbitration will be used by the parties in the event there is a dispute in regard to the steward after the job commences.

## **ARTICLE VIII**

### **Strikes and Lockouts**

SECTION 1. It is mutually agreed that there shall be no strikes authorized by the Union or no lockouts authorized by the Employer, except for the refusal of either party to submit to arbitration, in accordance with Article IV, or failure on the part of either party to carry out the award of the Board of Arbitration.

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

### **JOB STEWARD**

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

require, without any loss of time and report the injury to the proper officers of the Union. A steward failing to fulfill his/her duties shall be subject to censure by this Union and also subject to a penalty upon conviction on charges provided for in the International Constitution. The Employer agrees that the job steward will not be discharged until the last Ironworker is laid off, provided he/she is capable of performing the work in question.

### **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 \$5.00 per hour 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.

This Section 8 does not apply to an employer whose contracted scope of work consist predominantly of what is commonly known in the industry as the miscellaneous metal package (i.e., stairs, handrails, mezzanines, and etc.). This section 8 also does not apply to projects where the employer is performing other covered work in accord with a

contract erecting less than 50,000 square feet in total building space and only where the structure is less than two levels of steel (i.e., second floor level and roof level), but in such instances the employer shall employ and use at least 3 ironworkers and a foreman, provided it is safe.

### **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 Provisions and Safety Laws**

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

### **Planking Floors**

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

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

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

### **Safety Nets**

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

### **Stiffening and Supporting Working Load Points**

SECTION 2. Where iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

### **Studs and Spirals**

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

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

The above relative to shear connectors became effective as of January 1, 1963, but only applies to walking/traversing surface areas.

### **Riding the Load or Load Falls**

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

### **Slings**

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

### **Protection of Signal Devices**

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

### **Elevator Shaft Protection**

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

## **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 <sup>st</sup> period		60%
2 <sup>nd</sup> period		70%
	2nd Year	
3 <sup>rd</sup> period		75%
4 <sup>th</sup> period		80%
	3rd Year	
5 <sup>th</sup> period		85%
6 <sup>th</sup> 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, with notice to the MA Department of Apprenticeship & Training.

### **ARTICLE XIII**

#### **Overtime**

SECTION 1. 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. It is understood that additional work days added on Saturdays will be time and one half for the first 10 hours, all additional hours that day will be double time. If Sunday & holidays are added, all hours will be double time. During normal work week the 9<sup>th</sup> and 10<sup>th</sup> hours will be paid at time and one half additional hours during the same shift will be paid at double time. No work shall be performed on Labor Day except to save life or property.



## **Holidays**

SECTION 2. The following holidays shall be observed:

New Year's Day, Labor Day, Columbus 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 Geographical Scope**

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

Agawam	Conway	Hatfield	Montague
Amherst	Cummington	Hawley	Monterey
Ashfield	Deerfield	Heath	Montgomery
Becket	East	Hinsdale	New
Belchertown	Longmeadow	Holland	Marlborough
Bernardston	Easthampton	Holyoke	New Salem
Blandford	Erving	Huntington	Northampton
Brimfield	Gill	Leverett	Northfield
Buckland	Goshen	Leyden	Otis
Charlemont	Granby	Longmeadow	Palmer
Chester	Granville	Ludlow	Pelham
Chesterfield	Greenfield	Middlefield	Peru
Chicopee	Hadley	Monroe	Plainfield
Colrain	Hampden	Monson	Rowe

Russell  
Sandisfield  
Savoy  
Sheffield  
Shelburne  
Shutesbury  
South Deerfield  
South Hadley  
Southampton  
Southwick  
Springfield  
Sunderland  
Tolland  
Tyringham  
Wales  
Ware  
Washington  
Wendell  
West  
Springfield  
Westfield  
Westhampton  
Whately  
Wilbraham  
Williamsburg  
Windsor  
Worthington

ARTICLE XV  
SMALL BRIDGE AGREEMENT

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

dispute shall be submitted to one of three independent arbitrators (Roberta Golick, Ken Paradis or Michael Walsh) an expedited arbitration to be held within (5) additional business days.

## ARTICLE XVI Miscellaneous

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

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

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

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

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

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

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

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

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

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

(a)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 August 15, 2012

(b) 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**

SECTION 1. This Agreement, with any amendments made as provided for therein, shall remain in full force and effect until midnight of September 15, 2022; except that either party may on or before May 15, 2022, 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, 2022.

In the event of such notice, the parties agree to meet on or before August 15, 2022, 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 Western Massachusetts area. It is mutually agreed that there shall be no strike authorized by the Union or no lockout authorized by the

Employer during the Wage and Fringe Benefit Contribution Rate Re-opener negotiations or such Re-opener's arbitration. Further, the arbitrator shall have no authority whatsoever to decide any issue whatsoever other than what Wage and Fringe Benefit Contribution Rate shall be paid hourly, i.e., the total package hourly rate paid by Employers to covered employees and as contributions to any fringe benefit funds for covered labor performed. Such award shall not be conditioned on any party agreeing to anything else, including but not limited to, e.g., other changes to textual language to this Agreement.

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

The cost of the arbitration shall be borne equally by both parties. Any decision of the arbitrator shall be incorporated in this collective bargaining agreement and shall be effective immediately, 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, 2022, and, unless written notice be given by either party to the other at least four (4) months prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as herein above provided for in this Article, 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 entered into on this sixteenth day of September 16, 2018 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 15th day of September, 2018.

**For the Union, Local No.7**

 7/14/21

Daniel McWilliams, President

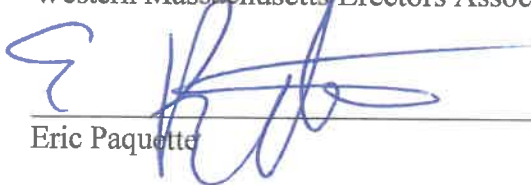
Daniel McWilliams, President

Charles Neulist, Chairman Executive Board

Fiore Grasseti, Business Agent/Industry Analyst

**For the Employers:**

Western Massachusetts Erectors Association

 7/14/2021

Eric Paquette

**Committee Members for the Employers:**

Erin Paquette, Atlantic Bridge

Dave Hunt, Berlin Steel

Expires September 15, 2025

#### **ADDENDUM A**

#### **INDUSTRY MONITORING & ANALYZING CLAUSE**

##### DEFINITIONS:

The term "cheating" includes:

- i) Non-payment or underreporting of workers compensation insurance premiums;
- ii) Non-compliance with federal, state, and local health, safety, labor and employment statutes, regulations, and taxes;
- iii) Construction contract procurement misrepresentations such as featherbedding and failure to abide by federal, state, and local procurement statutes and regulations;
- iv) Violation of environmental statutes and regulations;
- v) Violations of federal and state unfair and deceptive trade practices statutes and regulations; and

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

The term “participants” includes industry:

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

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

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

**IT IS MUTUALLY AGREED THAT:**

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

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

And, by monitoring and analyzing the industry, both the Union and Contractors can better negotiate because such activity provides both groups with a more realistic view of the industry, particularly the inherently fierce competition among industry participants; and Contractors desire that industry employers and employees achieve and maintain a comparable and competitive environment regarding compliance to laws and regulations, wages and other terms and conditions existing in the industry; and

Industry monitoring and analyzing provides a direct benefit to Unit employees by, among other things, creating a first step to reestablishing optimal stability and integrity in the industry such that Unit employees can better gauge and maintain present and future employment opportunities; and Free market competition depends on industry participants complying to laws



and regulations governing the industry and policing the industry reduces the burden on taxpayers that such groups incur to curtail unfair, deceptive, dishonest, and illegal acts; and

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

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

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

**THEREFORE,**

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

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

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

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

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

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

- a) an adequate number of skilled craft-persons exists among whom Contractors might employ and whom the Union might refer; and
- b) persons, union represented or un-represented, employed in the industry understand that cheating exists in the industry and how integrity provides employment opportunities for them and Unit employees at improved safety, wages, and other terms and conditions of employment and provides them mutual aid and protection.

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

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

#### **NO POLITICS:**

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

#### **REFERENCE A**

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

Agreed by both parties as of April I, 1992:

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

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

## **REFERENCE B**

### **Contractor Flow Chart**

1. Contractor must establish identity of employee per IRS code.
2. Contractor purchases stamps.
3. Contractor distributes stamps to employees for hours paid.
4. Payroll summary returned to funds office eight (8) days following end of payroll period listing employees hours paid and Social Security Numbers.

### **Union Funds Flow Chart**

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

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

### **IMPORTANT**

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

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

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

## **IRON WORKERS LOCAL 7 BENEFIT PROGRAMS**

To Our Members:

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

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

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

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

OFFICERS OF IRONWORKERS LOCAL UNION 7

### **LIFE INSURANCE**

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

### **BENEFICIARY**

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

### **TOTAL AND PERMANENT DISABILITY**

If prior to age 60, you become totally and permanently disabled, your insurance will continue without cost for a period of twelve (12) months. Proof of total and permanent disability

payment of dues, provided such return to active employment in the trade takes place within sixty (60) days of his discharge.

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

### **TERMINATION**

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

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

### **REINSTATEMENT**

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

### **LOCAL 7 NOTICE OF THE TERM OF "MEMBERSHIP" DEFINED**

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

- (1) Object to paying for union activities not germane to the Union's duties as bargaining agent and to obtain a reduction in fees for such activities. Germane activities are collective bargaining, contract administration, and grievance adjustment; and
- (2) Be given sufficient information to enable you to intelligently decide whether to object; and
- (3) Be apprised of any internal Union procedures for filing objections. Should you want to become a nonmember or object to paying full dues you must state so in writing only and cause the writing to be received by the Treasurer of the Union whose office is located at the Union's business office in South Boston.

## **ACCIDENT BENEFIT FUND**

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

### **RULES GOVERNING ACCIDENT BENEFITS**

#### **I Eligibility**

1. Members shall be eligible for Accident Benefits by the payment of full dues and assessments to Local No.7 for at least a period of six (6) months prior to injury.
2. A member must be in good standing at the time of the injury in order to receive Accident Benefits and must remain in good standing while receiving benefits.
3. A member shall not be considered in good standing who is more than one (1) month in arrears with dues and assessments. Dues and assessments for each calendar month will be payable on the first day of that month. Dues for the calendar month that retains good standing for a member must be in the hands of the Financial Secretary prior to the injury.
4. A member must report the injury for which he/she is seeking benefits to the Financial Secretary within fourteen (14) days of said injury and shall appear before the Accident Benefit Board at the first meeting following the injury and file claim or he/she shall forfeit all right to benefit. Hospitalized members may delegate another member to appear in his/her behalf.
5. A member must be receiving weekly Workers' Compensation and show proof of same (compensation check) to the Financial Secretary, in person, weekly. Hospitalized members may delegate another person to appear in his/her behalf. Upon presenting weekly compensation check to the Financial Secretary, the injured member will immediately receive the weekly accident benefit due him/her to date.
6. When weekly compensation checks have been withheld by the Insurance Company and a lump sum payment has been made, it shall be the obligation of the member to show proof that said claim was paid as weekly compensation. A form for this purpose shall be provided by Local No.7 to be filled out by the Insurance Company and the industrial Accident Board before benefits will be forthcoming.
7. No member shall be entitled to Accident Benefits while drawing his/her salary or wages from any employment.
8. Any member found working at the trade while receiving Accident Benefits shall be required to pay back said benefits and his/her name be stricken from the eligibility rolls for one (1) year after final remittance.
9. No member shall receive more than twelve (12) weeks accident benefit for any one accident.

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

## **II Benefits**

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

Benefit Board pursuant to the financial status of the Accident Benefit Fund. Said changes of benefit shall not alter status of members receiving benefits when changes are enacted.)

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

### **RULES GOVERNING SUPPLEMENTAL ACCIDENT BENEFITS**

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

The funding will be provided by the revenues realized from the Industrial Fund.

### **RULES GOVERNING ACCIDENTAL DEATH BENEFITS**

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

### **HENRY F. HUGHES AND JOSEPH BROWN SCHOLARSHIP FUND**

In memory of their outstanding contributions and achievements through their dedicated devotion, to the tasks confronting Local Union No. 7 before and during their tenure as Business Agents, the Henry F. Hughes Scholarship Fund was proposed November 22, 1965 and was

initiated by the members of Local Union No.7 in 1966; the Joseph Brown Scholarship Fund was proposed in 1987 and was initiated in 1988.

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

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

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