

*International Association of  
Bridge, Structural,  
Ornamental and Reinforcing Iron  
Workers*

*Local No. 37  
East Providence, Rhode Island*

*Collective Bargaining  
Agreement*

*September 16, 2016  
thru  
September 15, 2021*



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## PREAMBLE

This Agreement is entered into by and between LOCAL 37, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO, on the one hand, and THE LABOR RELATIONS DIVISION OF THE RHODE ISLAND CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., and the RHODE ISLAND STEEL ERECTORS ASSOCIATION, on the other hand, on behalf of their individual members (Employer), a list of which has been furnished to the Union, through collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment for 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

Iron Workers Union, Local No. 37, claims for its members under the charter granted by the AFL-CIO to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers all work including, but not limited to: the erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and non-ferrous metals; plastics, 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 to metal surfaces; aprons, aqueducts, awnings, bar joist, blast furnaces, book stacks, boilers (sectional water tube, and tubular) boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling, chutes, clips, cofferdams, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames, cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal); roof decking (such as "Cofar" and similar type materials, as well as "Trusdeck", Mahon "M" deck and other dual purpose type roof deck), derricks, docks, domes, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, facias, false work, fans, fencing; fiberglass or substituted materials regarding beams, mesh, rebar, grating, plates; fire escapes, fins, flag poles, floor construction and flooring. Rigging and hoisting involved with the use of helicopters. Installation of Quick deck or similar systems used by the Ironworker.

Flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating, grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work joists (precast, prestressed and poststressed), kalomeined, doors, kilns, lintels, lockers, locks, louvers, machinery (moving, hoisting), lowering and placing on foundations, making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows and enclosures, mixers, monorails, multi-plate, operating devices, ovens, pans, panels (insulated and noninsulated, factory and field assembled), pen stocks, pile drivers, plates, porcelain enameled panels, prefabricated metal buildings, pulverizers, racks, railing (including pipe), railroad bridgework and maintenance, reservoirs, rigging, (including shipyards, navy yards, vessels and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, smoke conveyors, spandrels (metal and precast concrete), spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtain, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, tanks, towers, tracks, tramways, travelers, traveling sheaves, trestle, trusses (steel, Howe and combination) tunnels, vats, vault doors, vault, ventilators, vertical hydraulic elevators, vessels, viaducts, window wall, wire work, prefabricated reinforced mats, rubberized expansion dams; wrecking and dismantling of all of the above and all housesmith work and submarine diving in connection with or about the same. All reinforcing work; including the tie wire gun, in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all material used to reinforce concrete construction shall be done by ironworkers. Erection of Wind Turbines, Turbine Towers & Cylinders, Turbine Jackets, Turbine Blades & Rotors, assembly of interior and exterior platforms for wind turbine towers. 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. Installation of temp fabric structures, exterior fabric on buildings and canopies and all steel, metal, precast concrete and temporary bridges. steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction. All temporary shoring to perform repairs on all structural steel, cast in place and precast bridges over land and water to install and remove steel columns, bracing, beams, diaphragms to support bridges while under repair. All jacking and removal of bearing plates and replacement thereof. Barges shall be manned by the Ironworker during all jurisdictional activities covered by this agreement.

- A. This Agreement covers all field erection and construction work traditionally performed by and coming under the jurisdiction of the Association. The Employer recognizes that the claimed scope of work covered under this Agreement by the Association is that provided for but not limited to the jurisdictional claims contained within the charter grant issued by the AFL to the Association and contained in Article 4 of the Association's Constitution.
- B. Agreements, National in Scope between Iron Workers International Association and other International Unions covering work jurisdiction and allocation and division of work among employees represented for the purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer.
- C. It is understood and agreed that Employers signatory to this Agreement shall not sign a stipulation to be bound by the terms of the Agreement establishing the Impartial Jurisdictional Disputes Board nor be bound by its decisions. Any such stipulation that previously may have been entered into on or on behalf of the Employer is rescinded by execution of this contract. It is further understood that the parties to this Agreement shall not submit any dispute to the Impartial Jurisdictional Disputes Board.
- D. The foregoing subparagraph C shall remain in full force and effect until such time as all other Employers in the construction industry having agreements with the Iron Workers Union, and all other unions affiliated with the Building and Construction Trades Department, have signed a stipulation to be bound by the terms of the agreement and decisions of the Impartial Jurisdictional Disputes Board.
- E. In the event of any dispute as to jurisdiction of work covered by the terms of this Agreement being claimed by unions other than those affiliated with the Building and Construction Trades Department, AFL-CIO, or any disputes with unions affiliated with the Department which are not covered by trade agreements, then such dispute shall be referred to the International Unions involved, for determination by whatever procedures they may adopt and the work shall proceed as assigned by the individual Employer until such determination by the International Unions in any given jurisdictional determination shall be implemented immediately by the individual Employer involved. There shall be no strikes, work stoppages, or other interference with the work by reason of jurisdictional disputes.
- F. For all work performed on designated hazardous waste site projects bid after the 1<sup>st</sup> of June 1992, jurisdiction of Local #37 Iron Workers will stay as per our Collective Bargaining Agreement.

## ARTICLE II

### Territory

The Territory covered by the Agreement shall be the territorial jurisdiction of Local Union #37, Providence, Rhode Island: **All Areas of Rhode Island. All Rhode Island & related Territorial Massachusetts Waters. All Federal Waters from Provincetown, MA to Watch Hill, RI.**

### Connecticut Agreement

It shall be recognized that an interunion territorial agreement exists between Iron Workers Local Union No. 37, Providence, Rhode Island, and Iron Workers Local No. 15, Hartford, Connecticut, covering certain areas in Eastern Connecticut, and is dated July 1, 1964, as amended, per pages 29 & 30 of this agreement.

### Massachusetts Towns and Cities

Acushnet	Franklin	Provincetown
Assonet	Gay Head	Raynham
Attleboro	Harwich	Rehoboth
Attleboro Falls	Harwichport	Rochester
Barnstable	Hicksville	Sagamore
Bass River	Hyannis	Sandwich
Bellingham	Hyannisport	Seekonk
Berkley	Lakeville	Somerset
Blackstone	Mansfield	South Chatham
Bourne	Marion	South Dartmouth
Bournedale	Marston Mills	South Dennis
Brewster	Mashpee	South Harwich
Buzzard's Bay	Mattipoisett	South Middleboro
Carver	Middleboro	South Orleans
Cataumet	Millville	South Truro
Centerville	Nantucket	South Wareham
Central Village	New Bedford	South Wellfleet
Chatham	North Attleboro	South Westport
Chathamport	North Chatham	South Yarmouth
Chilmark	North Dartmouth	Swansea
Cotuit	North Dighton	Taunton
Dartmouth	North Eastham	Teaticket
Dennis	North Fairhaven	Truro
Dennisport	North Falmouth	Vineyard Haven
Dighton	North Harwich	Wareham
East Blackstone	North Middleboro	Wellfleet
East Dennis	North Otis	West Barnstable
East Falmouth	North Rehoboth	West Dennis
East Freetown	North Swansea	West Falmouth
Eastham	North Tisbury	West Harwich
East Harwich	North Westport	West Mansfield
East Mansfield	Norton	Westport
East Orleans	Oak Bluffs	West Tisbury
East Otis	Ocean Grove	West Wareham
East Sandwich	Onset	West Yarmouth
East Wareham	Orleans	Woods Hole
Edgartown	Otis Air Force Base	Wrentham
Fairhaven	Osterville	Yarmouth
Fall River	Plainville	Yarmouth Port
Falmouth Heights	Pocasset	

### ARTICLE III Work Hours Per Day

**Section 1.** Eight (8) hours shall constitute a day's work, with one-half hour for lunch. The normal starting time shall be defined as between the hours of 6 a.m. and 8 a.m. The normal quitting time shall be defined as 8 1/2 hours from the normal starting time. All other time shall be paid for at the overtime rate, on regular workdays, Monday through Friday, inclusive. Notwithstanding the foregoing, an Employer and the Union may agree on different work starting and finishing hours on a project-by-project basis.

**Section 2.** Upon mutual agreement between the Employer and Union, said Employer may work four (4) 10-hour days at straight time rates, Monday thru Thursday inclusive, on a particular project. In the event the Employer is prevented from working on that project for reasons beyond his control, for any of such days in whole or in part, the Employer may schedule hours of work on Friday up to but not more than ten (10) hours at straight time rates provided the total of such hours shall not exceed forty (40) for the work week Monday thru Friday inclusive. In the event an Employer selects this option on a project, work in excess of 10 hours per day or 40 hours per week shall be at overtime rates; there shall be no pyramiding of overtime hours. An Employer may revert to 8-hour workdays on a particular project as he may decide is in the best interest of completion of the work timely on the project.

**Section 3.** Changes in the work hours per day in special cases, not, however, to exceed an 8-hour day, may be made to meet special conditions upon application to and approval of the Business Manager of Local No. 37 Iron Workers.

**Section 4.** There will not be any mid-day layoffs.

**Section 5.** The Employer shall grant ironworkers 10 minutes time to pick up tools before quitting time.

**Section 6.** Employees shall be allowed a reasonable coffee period once each morning at a time to be determined by the Employer, but not any later than 10:00 a.m. The employees must remain at their place of work. When coffee is available at or near the jobsite, the Employer shall designate a single employee to obtain the coffee for all employees so that there shall be a minimum loss of work time. An afternoon coffee break is required when 10-hour workdays are scheduled.

### ARTICLE IV Shift Work

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 7 am, 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 11 pm, 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

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 Manager before the work is performed.
- b. For jobs started between 8:30 am and 6:30 pm 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 pm and 6:30 am employees will work 8 (eight) hours for 8 (eight) hours pay with a 15% differential added to the wages.
- d. The work is performed between 9:00 pm on Sunday and at the beginning of the shift on Friday. Any other work will be paid at the established overtime rate and the differentials will not apply.
- e. Coffee Break language will be adhered to as set forth in Article III, Section 6. The time for a 30-minute lunch will be established at the beginning of the project and adhered to.
- f. All overtime will be paid at the established rate including any Holidays as set forth in Article V.
- g. Language does not apply to an employee who has worked the standard shift the same day.

## ARTICLE V Overtime and Holidays

**Section 1:** Double time shall be paid for all overtime worked on any project in the Massachusetts and Connecticut area where any trade working for the same contractor is receiving double time on that project. If no other trade is working on that project, or the project is in Rhode Island, overtime shall be paid according to the following schedule:

No work shall be performed on Labor Day except to save life and property. Overtime shall be at one and one-half (1 1/2) times the regular rate of the base hourly wage for all work performed before or after the established eight (8) hour day up to two (2) hours, Monday thru Friday and eight (8) hours on Saturday (Per Basic Trades' Overtime Clause). All work performed after the first two (2) hours of overtime, Monday thru Friday and after eight (8) hours of employment on Saturday and all day Sunday and holidays, shall be paid at two (2) times the base hourly wage rate. When working a 12-hour shift there will be a paid, 30-minute dinner break in the second half of the work shift.

The following holidays shall be observed:

New Year's	Columbus Day	Memorial Day	Christmas
Veterans Day	Fourth of July	Labor Day	Thanksgiving

Patriots' Day and President's Day to be observed in the Massachusetts area of Local No. 37. V.J. Day to be observed in the Rhode Island area of Local No. 37.

When December 24<sup>th</sup> falls within the regular work week, the Employer shall cease operations at 12 noon on that day and each ironworker employed on that job who worked from 7am to 12 noon on December 24<sup>th</sup> 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<sup>th</sup> 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 VI)

Should any of the foregoing holidays fall on Sunday, the following day, Monday, shall be observed as the holiday in question.

If work is to be performed on a project on a Saturday, Sunday, or premium-pay holiday, the regular crew of the Employer, which worked on the project on the day, Monday thru Friday, immediately prior to such Saturday, Sunday or holiday shall work the same.

On all overtime for benefits the contribution shall be paid on hours worked except the Annuity Fund (page 25). The contribution will be time and one-half (1 1/2) for all overtime excluding Sundays and Holidays with Sundays and Holidays being at double (2) time contribution.

Election Day

**Section 2:** There shall be a two-hour allowance for presidential election only to qualified voters, only for the purpose of voting, at no loss of pay in all areas.

## ARTICLE VI Wage & Benefit Total Package Rates 09/16/2016 thru 9/15/2021

Contract Total Package:	09/16/2016 thru 03/15/2017	\$60.28
	03/16/2017 thru 09/15/2017	\$61.23
	09/16/2017 thru 03/15/2018	\$62.08
	03/16/2018 thru 09/15/2018	\$62.93
	09/16/2018 thru 03/15/2019	\$63.78
	03/16/2019 thru 09/15/2019	\$64.68
	09/16/2019 thru 03/15/2020	\$65.58
	03/16/2020 thru 09/15/2020	\$66.48
	09/16/2020 thru 03/15/2021	\$67.38
	03/16/2021 thru 09/15/2021	\$68.33

Breakdown of Total Package (as of 9-16-16)

**Request an up-to-date Wage & Benefit Allocation Breakdown Sheet as needed.**

JIW Wage and benefit rate \$60.28, until March 15, 2016

Foreman rate – 10% above JIW rate and guaranteed 40 hours per week.

General Foreman rate – 18% above JIW rate and guaranteed 40 hours per week.

Note 1: On architectural and ornamental ironwork jobs where the same contractor employs multiple crafts, the total package shall be equalized under this section of the contract. (Addendum #1, page 28) This note will pertain to Curtain Wall and Metal Sash Erectors only.

**Wage & Benefit Allocation Breakdown Sheet:**

The breakdown shown below regards the Employer's allocation of wages and benefits until March 16, 2017. After that date, Employers are responsible for obtaining the then current Wage & Benefit Allocation Breakdown Sheet applicable to the dates and amounts recited above in this Article VI.

Journeyman Hourly Wage Rate (excluding benefits and deductions) is \$34.41

**Benefits and /or Deductions:**

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

Pension Fund	\$12.10
Welfare Fund	\$ 7.70
Annuity Fund	\$ 5.00
Education Fund	\$ .72
IMPACT	\$ .25 (currently ¾ of 1% of wages only. 5/8 on 3/16/17)
Promotional Fund	\$ .10

**Employee's Contribution per hour (To be deducted by the Employer)**

Vacation Fund	\$3.00
Dues Deduction	Percentage per Local37 By-Laws (3.50% of total package)
Market Recovery	\$ .70
Building Fund	\$ .25
Impact	\$ .09 (Currently ¼ of 1% of wages only. 3/8 on 3/16/17)
Scholarship Fund	\$ .15
Political Action	\$ .10
Pension Supplement Fund	\$ .10

**Total JIW Wage & Benefit Hourly Rate \$60.28 (Until March 16, 2017)**

### Apprentice Wages

1 <sup>st</sup> Year	1 <sup>st</sup> Period	70%	2 <sup>nd</sup> Period	75%
2 <sup>nd</sup> Year	3 <sup>rd</sup> Period	80%	4 <sup>th</sup> Period	85%
3 <sup>rd</sup> Year	5 <sup>th</sup> Period	90%	6 <sup>th</sup> Period	95%

- A. Apprentices shall be paid the above percentages of the journeyman rate. Probationary Period shall be the first one thousand hours.
- B. When an Apprentice is found to be accepting more than his specified wage rate, he 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 the last period and who fail to pass the required journeyman examination shall serve another six months, for which they shall be paid the regular last-period rate

### ARTICLE VII

#### Apprenticeship and Training

The parties signatory hereto agree to establish and maintain joint apprenticeship committees in accordance with the provisions of the "Iron Workers Apprenticeship and Training Standards", as approved by the Rhode Island State Apprenticeship Council. Said committees shall formulate and operate an apprenticeship program in the jurisdiction of Local 37.

More information on Local #37's Apprenticeship Program, is available in the "Standards of Apprenticeship for Ironworkers" developed in cooperation with the RI Department of Labor, Division of Apprentice Training.

#### APPRENTICE RATIO:

- 1) One (1) apprentice to four (4) journeymen on the project.
- 2) On ornamental work, which is normally performed by two (2) ironworkers, one (1) may be an apprentice.

### ARTICLE VIII

#### Education Fund

All Employers agree to pay the current contribution rate per the Wage Rates (Article VI) per hour for each hour, for which the employee works, for all employees covered by this agreement, to the New England District Council of New England on behalf of the Education Fund. The employee shall receive with his wages on each regular payday a voucher equal to the aforementioned contribution. Monies collected by the New England District Council of New England shall be transferred to the respective account. On all overtime hours the contribution shall be paid on hours worked.

The contributions of the Employers shall be used exclusively for the training and education of apprentices; the establishment and maintenance of an apprenticeship training school; for payment of tuition for apprentices at a trade 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 apprentice training program and the Fund shall be administered by the Joint Apprenticeship Committee Trust.

### ARTICLE IX

#### Foreman

- 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, and the foreman is the only representative of the Employer who shall issue instructions to the workmen.
- B. The Employer may employ on one piece of work as many foremen as in his judgment is necessary for the safe, expeditious and economical handling of the same, up to a maximum of a 10 man crew, except raising gangs.
- C. There shall be a General Foremen for each combination of 18 journeyman and foreman.
- D. There shall be an area foreman for each combination of 29 journeymen and foreman.
- E. All Foremen, General Foremen and Area Foremen shall receive forty (40) hours of straight time pay plus benefits (including holidays) unless the employee chose to leave when work was available (available work does not include having to work in inclement weather).

### ARTICLE X

#### Tools

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 financially responsible for the accidental loss or damage of tools or equipment in his or her charge.

Employees working on other than finishing work shall equip themselves with the necessary hand tools to perform specific job.

### ARTICLE XI

#### Pay Days

- A. On jobs of any magnitude or longevity, when a contractor from outside of the jurisdictional area of Local #37 Iron Workers secures the work, he shall make the necessary arrangements with a local bank near the job site so that the employees will be able to cash their weekly pay checks.
- B. The regular payday 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.
- C. Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll.

- D. 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 payday for the wages due them.
- E. Any undue delay or loss of time experienced by the employees through no fault of their own shall be paid for by the Employer causing such delay, at the regular straight-time wage.
- F. 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.
- G. Accompanying each payment of wages shall be a "union issued voucher" stating the amount of union contributions and union deductions that apply to the employee for the pay period for which the employee is being paid.
- H. Weekly remittance Reports must be received by the Union prior to preparing any "union issued voucher". These reports shall articulate at minimum:
1. The days and dates that are included in this pay period
  2. The name and address of each project on which covered work was performed during this pay period. Include the following separately for each project:
    - a. The name of each employee that performed covered work during this pay period.
    - b. The number of straight hours, time and one-half hours and double time hours of covered work that was performed by each employee during this pay period.
- I. If the regular payday falls on a holiday, the men are to be paid on the preceding day.
- J. Workmen 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.
- K. Payday shall not be later than four (4) days after the end of the workweek, not including Saturday and Sunday, unless mutually agreed upon between the Employer and the Business Manager of Local #37 Iron Workers. Once the payday is established, it will remain the same every week for the duration of the job.
- L. Employers who have to pay on Fridays (with the consent of the Business Manager of Local #37 Iron Workers) will pay each employee for a one-hour lunch break at one and one-half (1 ½) times their regular rate of pay. If the checks have not been provided by noon on Friday, then each employee will take their normal lunch break and receive a paid one-hour break at one and one-half (1 ½) times their regular rate of pay as soon as they receive their checks. If the checks have not been provided by normal quitting time on Friday, then each employee will be paid to wait for their check at one and one-half (1 ½) times their regular rate of pay until the checks are provided plus one additional hour at one and one-half (1 ½) times their regular rate of pay.

- M. Ironworkers shall not be required to punch a time clock or pick up brass for any General Contractor, Steel Erector or Employer, except for plant security.

## ARTICLE XII

### Reporting Time

When an employee is ordered by the Employer or his representative to report to work and then through no fault of the employee, is not put to work or employed for less than four (4) hours, the Employer shall pay him for four (4) hours at straight time, plus benefits, provided the employee remains on the job during the said four (4) hours (this does not include working in inclement weather). On jobs of more than four (4) hours' duration, all employees shall be paid for the actual hours worked, foremen excepted. Men who are ordered from the union hall prior to twelve o'clock noon and report directly to the job, arriving at a reasonable time, depending upon the distance traveled, shall be paid from the normal job starting time. Men failing to report directly to the job shall be paid from the time they arrive on the job.

In the event that inclement weather prevents starting work at the normal work time, an employee shall be paid wages, benefits and travel for the first hour provided:

- that he reports to work at the normal work time and remains at the job for one (1) hour, and
- that he goes to work if or when ordered by the Foreman at or before the end of the first hour (weather permitting), and
- he has not been notified not to report by the Employer or his representative on the job site before quitting time the previous workday.

## ARTICLE XIII

### Work Notice

No employee shall be permitted to leave the employ of a contractor without first notifying his Employer, before the normal job quitting time, so that schedule adjustments might be made and replacements procured for the following day's operations, as well as notifying Local Union hall by the normal job starting time on the following day.

## ARTICLE XIV

### Compensation Insurance

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



**ARTICLE XV**  
Piecework

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, the employees will not accept, a bonus based on specific performance on any individual job.

**ARTICLE XVI**  
Work Limitation

There shall be no limitation placed on the amount of work to be performed by any workman during working hours. A physical examination shall not be required as a prerequisite for employment.

**ARTICLE XVII**  
Ironworkers Required on Guy and Stiff Leg Derricks

No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used on steel erection, and on all mobile or power-operated rigs of any description no less than four (4) men and a foreman shall be employed. On assembly of lattice boom cranes for use on Ironworkers covered work, no less than (2) Ironworkers shall assist in assembly and disassembly. On tower crane assembly or disassembly a full (5) person gang shall be utilized.

**ARTICLE XVIII**  
Riveting Gangs

Riveting gangs shall be composed of not less than four (4) men at all times. The Employer may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event, the heaters shall be paid under Article V, Section 1 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 shall not be required to work in any riveting gang except where emergencies arise which will require the foreman to temporarily fill in the gang.

**ARTICLE XIX**  
Subcontractors

The Employer agrees that the wages, including health and welfare, pension, supplemental pension, promotional, education fund, IMPACT and the retirees fund contributions, travel expenses and hours provided for by this Agreement shall apply to the work covered by this Agreement, thereby applying to any subcontract let by the Employer on work covered by this Agreement at the site of any job on which the Employer has employees working.

**ARTICLE XX**  
Travel and Subsistence

Calculate travel expenses for RI & MA (except islands) from Local 37 Iron Workers, 845 Waterman Avenue, East Providence, RI 02914 to job site.

0 - 17 miles	Free Zone	41 - 50 miles	\$ 9/day
18 - 30 miles	\$ 5 /day	51 - 60 miles	\$11/day
31 - 40 miles	\$ 6 /day	61 - and over	\$15/day

Travel expense will be paid to an employee who reports to work on an assigned project on time and competent and ready to work unless he received prior instructions not to report for work.

For work on jobs located on the islands of Martha's Vineyard and Nantucket, Massachusetts, Block Island, Rhode Island, and any other offshore project, an employee will receive for each day worked sixty (\$60) dollars as subsistence expense and he shall be paid travel expense at the rate of \$15.00 only on the first day and on the last day that he works on the project.

**ARTICLE XXI**  
Parking

Parking in Providence is \$8.00/day with a receipt if free parking is not available.

**ARTICLE XXII**  
Tools of the Trade

Welding machines, either gas or electric, shall be recognized as a tool of the ironworker trade. Laser beam and transit are recognized as tools of the trade only for steel erection work. Forklifts (including telescoping and fixed) and Electric Hoists are recognized as tools of the ironworker trade. (The inclusion of this clause into this Agreement is not intended to alter or change existing conditions in the area covered by the Agreement.)

**ARTICLE XXIII**  
Safety Provisions

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

The safety and 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 to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

**Planking Floors** - Working floors upon which derricks set must be covered tightly with suitable planking over 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 workmen.

On buildings, bridges and other structures that have multi-levels, the levels below all work points must be planked, decked or netted within two levels or thirty (30) feet (whichever is less). In the event that there is no level that is within thirty (30) feet, the next closest level (if any exist) must be planked, decked or netted.

**Fall Arrest Protection** – The use of a fall arrest system, i.e. tying off, beam walkers, static lines, inertia reels, etc. shall not take the place of the above-mentioned Planking Floors provision.

**Stiffening and Supporting Working Load Points** - 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.

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

**Slings** - Steel cable will be used instead of chains or hemp slings.

**Protection of Signal Devices** - Proper practical safe housing, casing or tube shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operation of any and various devices in connection with work done by ironworkers.

**Elevator Shaft Protection** - 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 men working shall be planked safe in all elevator shafts.

**Studs and Spirals** - It shall be mandatory for all employees to have shear connectors such as studs and/or spirals that project vertically from or horizontally across the top chord of a member field erected and secured.

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

**Holes in Joists** - As a safety precaution, ironworkers shall not erect Bar Joist jobs not having bolted tie joists at column lines.

**Welders and Burners** - 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 ironworker working with him on these occasions.

**Fire Watch** – When mandated in job spec – fire watch shall be an ironworker; providing it does not conflict with city/town ordinance.

**Safety Person** – When bidding a job that requires a safety person, the safety person shall be an active ironworker.

**All Expansion Dam Work on Bridges** - Shall be done by ironworkers, including rubberized expansion dams where attached to structural steel or precast concrete.

**Clothing and Equipment:**

- A. All men are to wear hard hats at all times.
- B. All men are to wear protective eyeglasses when project conditions dictate.
- C. All men are to wear appropriate work shoes at all times.
- D. Men will at all times be properly dressed in keeping with project requirements.
- E. No ironworker will be permitted to furnish, supply or rent to an Employer any equipment used in connection with ironworkers' work, such as welding machines, cutting torches, impact wrenches, power drills, pickup trucks, hoisting equipment, or similar equipment in a category recognizably larger than conventional hand tools.

**Drinking Water - Clothes Room** – Employees on jobs that project for more than two (2) weeks in duration between Columbus Day and Easter will be provided with a secure, dry, heated shelter for assembly, changing clothes and to store their tools.

**ARTICLE XXIV**  
Business Manager

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

**ARTICLE XXV**  
Job Steward

There shall be a steward appointed on each project by the Business Manager. He shall keep a record of the workers laid off and discharged; and take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the Business Manager, 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. He 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 duties shall be subject to censure by his 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 after proper notification has been given to the Union, and, further, when employees are laid off, the job steward will be the last man laid off, providing he is capable of performing the work in question.

No job steward shall leave the job during working hours for any reason other than to accompany an injured man to the hospital or his home, or to contact his union business office.

All Stewards will be offered all overtime without displacement of existing personnel.

When the steward is "sent" home due to inclement weather no work is to be performed on that same job, for the remainder of that shift, except in the case of an emergency.

**ARTICLE XXVI**  
Protection of Union Principles

The removal of journeymen ironworkers and apprentices from a job in order to render legal assistance to other Local Unions to protect Union principles shall not constitute a violation of this Agreement, provided such removal is first approved by the Business Manager of Local #37 Iron Workers and notice thereof is first given to the Employer involved.

**ARTICLE XXVII**  
Union Security

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, in good standing, as a condition of employment during the term of this Agreement. All employees may be required to become and remain members of this Association, in good standing, as a condition of employment from and after the seventh day following the dates of their employment, or the effective date of this Agreement, whichever is later.

**ARTICLE XXVIII**  
Equal Employment Opportunity

The Employers and the Unions covered by this Agreement agree that there shall be no discriminatory practices prohibited by any applicable Federal or State Law or Regulations in connection with the referral of employees by the Union to the Employer.

**ARTICLE XXIX**  
Prefab Mats and Cages

No employee need handle any prefabricated and/or pre-assembled reinforcing steel mats and cages produced off the construction job site by employees not covered by this Agreement, if such production consists of work or work function customarily or traditionally performed by employees covered by this Agreement. No employees shall be disciplined or laid off for refusing to work under this section.

**ARTICLE XXX**  
Settlement of Disputes

Any dispute as to the proper interpretation of this Agreement 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, it shall be referred to a Board of Arbitration composed of one (1) person appointed by each party, the two (2) so appointed to select a third member. In the event that the two (2) so appointed arbitrators are unable within two (2) days to agree upon the third arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names, from which the third member shall be selected. The decision of the Board of Arbitration shall be handed down within two (2) days after the selection of the third member, and decision of the Board of Arbitration shall be final and binding upon both parties.

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

Each party shall individually pay the expenses of the arbitrator it appoints, and the two (2) parties shall jointly share the expense of the third arbitrator.

**ARTICLE XXXI**  
Labor-Management Board

The Union and the Employer agree to appoint a Labor-Management Board consisting of not more than eight (8) members of which the Union shall appoint one half and the Employer shall appoint one half. The Board shall meet at least once each quarter year for the purpose of discussing industry problems and any problem, which arose on a particular project since their last meeting. It will be the purpose of the Board to attempt to resolve industry problems and to prevent the recurrence of a problem or problems that have arisen on a particular project as to that project and future project. The Board shall meet at least once each quarter year for the purpose of discussing industry problems and any problem, which arose on a particular project since their last meeting. It will be the purpose of the Board to attempt to resolve industry problems and to prevent the recurrence of a problem or problems that have arisen on a particular project as to that project and future project. The Board shall have no authority to change the terms or conditions of this Collective Bargaining Agreement, but may recommend to the Union and the Employer that changes should be considered in that Agreement provided, however, neither the Employer or the Union shall be bound by the recommendations of the Board nor bound to consider any change in the Collective Bargaining Agreement. It shall not be considered a violation of this Agreement if either the Union or the Employer refuse to meet with the other to consider the recommendations of the Board.

**ARTICLE XXXII**  
Strikes and Lockouts

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 XXXI, 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.

**ARTICLE XXXIII**  
Bond

Any Employer seeking to employ ironworkers may be required by a Union Representative, either verbally or in writing, to post and maintain a "Fringe Benefit Bond" in the amount of \$50,000.00 to protect the above funds from financial losses. Local #37 Iron Workers reserves the right to approve a proposal of said bond. When said bond is approved and purchased, a copy must be sent to Local #37 Iron Workers. The Employer must be aware that a Fringe Benefit Bond guarantees the payment of contributions to the Funds, and is different from a "Payment and/or Labor Material Bond".

In the event that an Employer shall be delinquent at the end of any period in the payment of any of his obligations under this contract, and after said Employer is given verbal and/or written notice for such delinquency by either the Trustees of the Fringe Benefit Funds or other funds under this contract or by the Union Representatives, and such delinquencies are not paid within twenty-four (24) hours, the aforementioned representatives, either collectively or separately, shall have the right to take any proper action in addition to those specified herein as they determine necessary, and it is further agreed that in the event such action is taken, the Employer shall be responsible to all affected employees for any further losses resulting there from, including but not limited to, payment for a full day's pay to all ironworkers in the employ of the delinquent Employer for the days the job is shut down.

Employers who maintain a record of prompt and proper payments to the Funded Programs, for a period of two (2) years, will not be required to renew the Bond.

Should any Employer fall in arrears, after dropping the Bond, said Employer should be required to reissue the Bond for a two-year period as a condition of employment.

**ARTICLE XXXIV**  
Retirees Fund

Each Employer shall deduct the amount set forth in Article VI Wage Rates, for all hours paid to each of its employees covered by this Agreement to the Pension Supplement Funds.

**ARTICLE XXXV**  
**Working Dues Deduction**

**Section 1.** It is agreed that the Employer shall deduct the amount shown per the Wage and Benefit Determination update on page 31. 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 assure all legal costs, fees and damages which might arise to the practice. The Union shall indemnify and hold harmless the Employer for 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

**ARTICLE XXXVI**  
**IMPACT**

In addition to the per hour wage rate, the Employer shall contribute five eighths of one percent (5/8 of 1%) of the applicable hourly journeyman wage rate for each hour worked to Ironworkers Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted 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. Tax Exempt status determination was rendered under the initial name of the Trust, which was the Employers Responsive Educational Cooperation Trust of North America. The general purposes of the Trust include the improvement and development of the union ironworking industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives. On all overtime hours the contribution shall be paid on hours worked.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust Agreement, policies and resolutions.

In addition, the Union and signatory Employers agree that by making contributions to IMPACT each of them shall become bound to IMPACT Drug and Alcohol Screening Policy and Procedure or equivalent program and any amendments or modifications thereto.

**ARTICLE XXXVII**  
**Welfare Fund**

All Employers agree to pay the current contribution rate per the Wage Rates (Article VI) per hour for each hour for which the employee works, for all employees covered by this Agreement, to the District Council of New England Health and Welfare Fund. The employee shall receive with his wages on each regular payday a voucher equal to the aforementioned contribution. On all overtime hours the contribution shall be paid on hours worked.

The District Council of New England shall administer the said Welfare Fund 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 herein at length.

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, medical 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 the 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 herein at length.

#### **ARTICLE XXXVIII** Pension Fund

All Employers agree to pay the current contribution rate per the Wage Rates (Article VI) per hour for each hour for which the employee works, for all employees covered by this Agreement, to The Iron Workers District Council Health and Welfare Pension Fund. The employee shall receive with his wages on each regular payday a voucher equal to the aforementioned contribution. On all overtime hours the contribution shall be paid on hours worked.

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 the 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 herein at length.

#### **ARTICLE XXXIX** Promotional Fund

All Employers agree to pay the current contribution rate per the Wage Rates (Article VI) per hour for each hour for which the employee works, for all employees covered by this Agreement, to the District Council of New England Promotional Fund. The employee shall receive with his wages on each regular payday a voucher equal to the aforementioned contribution. On all overtime hours the contribution shall be paid on hours worked.

The District Council of New England Labor Management Corporation Trust shall administer the said Promotional Fund. 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 herein at length.

#### **ARTICLE XL** Vacation and Scholarship Funds

All Employers shall withhold from wages the current rate per the Wage Rates (Article VI) per hour for a Vacation Fund and the current rate per the Wage Rates (Article VI) per hour for the Local 37 Byrne-Lynch Scholarship Fund. All monies withheld from wages shall be paid to The New England District Council of New England on behalf of the aforementioned Funds. The employee shall receive with his wages on each regular payday a voucher equal to the amount withheld from the employee's pay during the pay period for which he is being paid. Monies collected by The New England District Council of New England for the Vacation and Scholarship Funds shall be transferred to the respective accounts. On all overtime hours the contribution shall be paid on hours worked.

The Funds shall be administered pursuant to an Agreement and Declaration of Trust executed by the Rhode Island Steel Erectors Association, the Rhode Island Chapter, Associated General Contractors of America, Inc., and Local #37, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO, to contain a vacation and scholarship plan with a voucher. This Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement, as though set forth herein.

#### **ARTICLE XLI**

##### **Annuity Fund**

All Employers agree to pay the current contribution rate per the Wage Rates (Article VI) per hour for each hour for which the employee works, for all employees covered by this Agreement, to the New England District Council Annuity Fund. The employee shall receive with his wages on each regular payday a voucher equal to the aforementioned contribution. Monies collected by the New England District Council Annuity Fund shall be transferred to the respective account. On all overtime hours the contribution shall be time and one-half for all overtime excluding Sundays and Holidays with Sundays and Holidays being at double time contribution.

The Annuity Fund shall be administered pursuant to the terms of an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and Union, which shall at all times 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.

#### **ARTICLE XLII**

##### **Scope of Agreement**

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

#### **ARTICLE XLIII**

##### **Saving Clause**

Should any part or any provisions 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 of provisions affected. The remaining parts or portions shall remain in full force and effect.

#### **ARTICLE XLIV**

##### **Duration and Termination**

This Agreement with any amendments thereof made as provided for therein shall remain in full force and effect from September 16, 2016, until midnight of September 15, 2021, 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 a 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 such contract year. Any such notice as here in above provided for in this article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

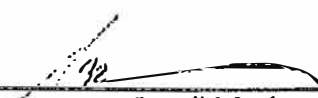
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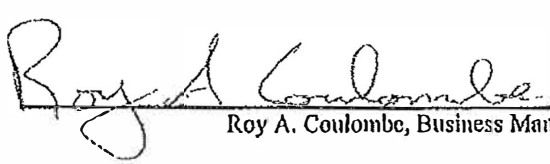
ADOPTION OF COLLECTIVE BARGAINING AGREEMENT

September 16, 2016 thru September 15, 2021

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this September 14, 2016

LOCAL UNION #37, INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND REINFORCING IRONWORKERS

  
Russell J. Lachance, President

  
Roy A. Coulombe, Business Manager

  
David M. Langlais, Secretary-Treasurer

  
David F. Rampone  
LABOR RELATIONS DIVISION OF RHODE ISLAND CHAPTER,  
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC

  
John Casale  
RHODE ISLAND STEEL ERECTORS ASSOCIATION, INC

ADDENDUM #1

This ADDENDUM regards Article VI of this contract, entitled Wage Rates:

"Where payment of the wage rate, contained in the Local's Collective Bargaining Agreement, is deemed to be contrary to the best interests of the Owner, the Contractor and/or the Union, it will not be a violation of this Agreement for the parties to mutually agree to an adjusted rate."

This ADDENDUM #1 shall be the wage rate for this Project and this Project only.

Project Name: \_\_\_\_\_

Wage Rate: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_.

UNION:

LOCAL # 37 INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS,  
AFL-CIO

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Financial Secretary

EMPLOYER:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



# TERRITORIAL AGREEMENT

Between

LOCAL UNION NO. 15  
IRONWORKERS  
Hartford, Connecticut

and

LOCAL UNION 37  
IRONWORKERS  
Providence, Rhode Island

AGREEMENT  
July 1, 1964

For the purpose of resolving the existing territorial dispute between Local Union #15 and Local Union #37 of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, we, the undersigned, do hereby agree to the underlined terms for settlement. This work shall be covered by this Agreement in the areas listed below.

Abington	Jewett City	Plainfield
Attawaugan	Killingly	Pomfret
Ballauville	Ledyard	Preston
Brooklyn	Mechanicsville	Putnam
Canterbury	Moosup	Quinebaug
Central Village	Mystic	Rogers
Clark's Falls	Noank	South Killingly
Danielson	North Grosvenordale	South Woodstock
Dayville	North Sterling	Sterling
East Brooklyn	North Stonington	Stonington
East Killingly	North Woodstock	Thompson
East Thompson	Old Mystic	Voluntown
East Woodstock	Oneco	Wauregan
Fabyan	Pachaug	West Mystic
Glasgo	Packer	Wilsonville
Grosvenordale	Pawcatuck	Woodstock

All located along the eastern boundary of the State of Connecticut.

1. All work performed in the above-listed areas shall be performed with an equal number of members of Local Union #15 and Local Union #37 on a fifty-fifty basis.
2. There shall be a steward from each Local Union on all jobs.
3. Members of Local Union No. 37 shall pay all local assessments to Local Union #37. Members of Local Union #15 shall pay all local assessments to Local Union #15. Working assessments, etc., paid by members of all other local unions shall be equally divided between Local Union #37 and Local Union #15.
4. The highest hourly wage rate in effect by Local Union #15 and Local Union #37 shall be the prevailing wage rate to be paid on all work performed in the aforementioned areas, along with show-up time now in effect in Local Unions #15 and 37 shall also prevail.
5. Travel expenses of seven (\$7) dollars per day in effect in Local Union #15 and 37 shall be recognized and adhered to.

6. Welfare, Pension and other fringe benefits presently in effect in Local Unions #15 and #37 shall be recognized and adhered to, contributions being paid to the members' respective Fund office, listed below.

Local #15 Members  
Iron Workers Local #15 & #424  
Fund Office  
300 Research Pkwy, Suite 102  
Meriden, Connecticut 06450

New England District  
Council of New England  
Fund Office  
161 Granite Avenue  
E. Providence, RI 02914

7. On any job where an odd man is necessary and required, Local Union #37 shall have preference; this section shall also apply to layoffs.
8. This Agreement shall be subject to review and disposition by a recognized committee from each of the above-listed local unions whenever in their opinion it becomes necessary.

FOR LOCAL UNION #15

FOR LOCAL UNION # 37

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

Approved by the General Executive Board of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, United Unions Building, Suite 400, 1750 New York Avenue, N.W., Washington, D.C. 2006, April 14, 1964, as amended, effective in 1971.

