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## PREAMBLE

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of 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.

## 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 terms of this Agreement. All employees may be required to become members of the Association and remain in good standing as a condition of employment from and after the thirty-first day following the date of their employment, or the effective date of this Agreement, whichever is later. (This clause shall be effective only in those states permitting Union Security).

The Company agrees that any amendments of the Labor Management Relations Act of 1947, or any State Statues, which will permit closed shop or union shop, the same shall become automatically a part of this Agreement. In the event of any legislation passed by the Federal Government or the State Government, which in any way modifies or changes the present law with respect to any type of Union Security, or the duration of the period in which any employee may be required to join the Union, then, in that event, the terms provided for by such legislation shall automatically become a part of this Agreement, and shall be binding upon the parties.

### 1. CRAFT JURISDICTION

A. It is agreed that the jurisdiction of work covered by This Agreement is that provided for on the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, it being understood that the claims are subject to trade agreements and final decision of the AFL-CIO.

B. Jurisdictional disputes will be reviewed by the local representatives of the Iron Workers and the other craft or

crafts involved in said dispute. In the event the local representatives are unable to agree to work assignment, the dispute shall immediately be submitted to the International representatives of the Ironworkers and the International representatives of the other craft or crafts involved in the dispute.

C. In the event that the International representatives are unable to agree, the dispute shall immediately be submitted to the American Federation of Arbitration Board. Agreement by the local representatives and/or the International representatives as to work assignment shall be binding on all crafts involved and the employer. The decision of the American Federation of Arbitration shall be binding on all parties. The parties shall be bound by the work assignments made by the Employer until the arbitrator's decision has been rendered.

2. LETTER OF CRAFT JURISDICTIONAL ASSIGNMENT AND EVIDENCE

A. Iron Workers Local #16 craft jurisdictional claims shall include, but shall not be limited to, those set forth in the International Constitution Article IV; therefore, the Employer will furnish Iron Workers Local #16 a signed letter of craft jurisdictional assignment or a letter of evidence that work has been assigned or completed by members of Iron Workers Local #16 and the rate of wages and fringe benefits within seven (7) days of written or oral request by authorized representative of Iron Workers Local #16.

B. In order to maintain union wages on jobs in accordance with prevailing rates, each contractor must furnish monthly to the union on forms (Wage Rate Sheets) supplied by the union, each job said contractor has within the jurisdictional boundary lines of Local Union #16.

3. JURISDICTION OF WORK

A. This Organization claims for its members the fabrication, production, erection and construction of all iron, steel ornamental, lead, bronze, brass, copper, aluminum, all ferrous and nonferrous metals; 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, barjoist, 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, concentrators, 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 cards, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, facias, false work, fans, fencing, fire escapes, finds, flag poles, floor construction and flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating, grillage and foundation work, grillwork, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists (pre-cast, pre-stressed and post-stressed), kalomeined-doors, kiln, lintels, lockers, locks, louvers, machinery (moving, hoistering, lowering and placing on foundation), 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 non-insulated, factory and field assembled) pen stocks, pile drivers, plates, porcelain enameled panels, prefabricated metal buildings, pulverizes, racks, railings (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, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, towers, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, ventilators, vertical hydraulic elevators, vessels, viaducts, window wall, wire work wrecking and dismantling of all the above and all housesmith work and submarine diving in connection with or about the same.

B. The underwater inspection or erection of any work which normally falls within the jurisdiction of work performed by Iron Workers Local #16.

C. This Local Union also claims for its membership the complete scrapping and dismantling of all steel or concrete structures and buildings including the scrapping and removal of all machinery and equipment contained within such structures or buildings. This work will include the burning, unbolting, cutting, welding, etc. This work will also

include all rigging operations needed to perform said work whether it be done by hand or with power equipment.

4. ARCHITECTURAL METALS AND GLASS WORK

A. All Glassworkers to-wit: General Glazing shall include the setting, cutting, preparing, handling, or removal of the following: Art Glass, Prime Glass, Beveled Glass, Leaded Glass, Automobile Glass, Protection Glass, Window Glass, Mirror of all types, Wire Glass, Ribbed Glass, Ground Glass, Colored Glass, Figured Glass, Vitrolite Glass, Carrara Glass, and all other types of Opaque Glass, Glass Chalk Boards, Structural Glass, Tempered and Laminated Glass, Thiokol Neoprene, and all other types of sealants, all types of Glass Cements, all types of insulating glass, all plastics or similar materials when used in place of glass, to be set or glazed with putty molding, rubber, lead and all types of mastics in wood, iron, aluminum or sheet metal sash, skylights, doors, frames, stone, wall cases, show cases, book cases, side-boards, partitions and fixtures. The installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration or construction.

B. The installation of all extruded, rolled, or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing materials, mounting, fascia trim moldings, porcelain, plastic panels, skylights, showcase doors and relative materials, including those in any or all types of building related to store front and window construction.

C. Door and window frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, store sash where the glass becomes an integral part of the finished product, including the installation of the above.

D. The Glaziers also claim as their jurisdiction the fabrication and installation of glass and plastic in office partitions; installation of glass in wood cabinet doors, and wood partitions; installation of all glass shelving, glass dividers, including all brackets to support said glass shelving and dividers; the installation of all glass show cases, show case tops; installation of glass and plastic paneled doors; installation of glass mounted in electrical panels and fire extinguisher boxes; installation of all shower and tube enclosures whether glass or of plastic type material; also, the installation of all mirrors of any size whether encased in a frame or not.

E. The unloading, erection and installation of Solar Energy Systems shall be the work of the Iron Worker.

F. The unloading, handling and setting whether by hand or power of:

1. Doors

All ornamental metal doors, revolving doors, fiber glass doors, all plastic doors encased in aluminum, aluminum, stainless steel, and all other exterior and interior metal doors including jambs, frames and rolling curtain type doors, also the installation of bank vaults, and gladdings, security doors, fire-doors, such as used in jails, prisons, banks, churches, hospitals, or any commercial establishments, the erection of iron door bucks which fasten to steel, or are set in prepared openings, newly installed or in demolition or repair work is the work of the IronWorkers.

2. Windows

a. The unloading, handling, or installation by any means of metal window frame and sash, which fasten to steel or set in prepared openings, shall be the work of the Iron Worker.

b. The unloading, handling, or installation by any means of window walls shall be the work of the Iron Worker, also the erection of structural framing, such as mullions, muntins, sills, heads, jambs and bracing whether as a unit or assembled piece by piece.

5. STRUCTURAL MEMBERS

A. The erection, handling and setting, by hand or power of, curtain wall, zipper wall, expanded metal and solar type facias; also precast, concrete spandrels, is the work of the Iron Worker.

B. All operations essential to the erection of structural steel, columns, beams, girders, header beams, intermediate members, bar-joist, misc. iron, structural shapes, ladders, stairways, dock levelers, catwalks, platforms, steel support for machinery and mechanical equipment. The rigging and unloading, sorting, hoisting placing, burning, welding and field-fabrication of the above, shall be assigned to members of this Organization.

6. REINFORCING RODS, WIRE MESH, POST TENSIONING

A. Members of this Union shall be employed on all work in connection with reinforcing of concrete, by use of re-bar reinforcing rods, jackrods, wiremesh, post tensioning of tendons in footing, piers, columns, mates, beams, walls, floors, sidewalk, roadways. The unloading field fabrication, handling, pulling-of-wire-mesh, racking, sorting, cutting, bending, hoisting, placing, burning, welding and typing-of-all materials used to reinforce concrete, and the fireproofing on all construction projects. There must be a rodman on all concrete pours.

B. Members of this Local Union also claim all reinforcing rods, jack rods, wire mesh, post tensioning, etc. used in the construction of all subways, tunnels, sewers, shafts, whether or not they are cut and cover, open cut, or bored and elevated systems, whether or not they are of free air or compressed air.

C. The members of this Local Union also claim the unloading of the material under this section, whether it be by hand and/or power rigging.

7. REINFORCED CONCRETE, PRE-CAST

A. The unloading, erection, and setting of all pre-cast tilt up slabs, the bolting or welding of same is the work of the Iron Worker.

B. The unloading or erection of all pre-cast pre-stressed concrete stone or imitation stone, natural stone, pre-cast with stone veneer, brick panels, or other pre-fabricated masonry units when installed as wall panels, floor panels, roof panels, barriers, or for water, pipe or electrical runways and pull boxes and manholes by means of free standing, bolting or welding to structural steel or concrete frame construction is the work of the Iron Worker. The above claims are subject to trade agreements.

C. Unloading and handling by any means of pre-cast electrolytic cells shall be the work of the Iron Worker.

D. Where pre-cast, pre-stressed, post tensioning of tendons, reinforced concrete structural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges, and other structures and power equipment such as derricks, cranes, jacks, and/or hand rigging devices are used in the loading, unloading, moving and/or setting to final installation will be performed by Iron Workers.

8. RIGGING AND SETTING OF MACHINERY, ELECTRICAL, EQUIPMENT, TANKS, PUMPS, CONVEYORS, AND OTHER MECHANICAL EQUIPMENT

A. The unloading and rigging by any means of crushers, crusher components, shakers, shaker screens, agitators and components shall be the work of the Iron Worker.

B. The unloading, handling and rigging of assembled pumps, compressors, feedwater heaters, heat exchangers, evaporators, air ejectors, inter/after condensers, steam packing exhausters, turbine lube oil coolers, clean up regenerative heat exchangers, clean up non-regenerative head exchangers, reactor recirc. pump, M-G set and excitation systems. Drywell chillers, control room chillers, admin. building chillers, reactor feed pumps, circulating water pumps, reactor recirc. pump, main turbine lube oil reservoir, control air receivers, moisture separators, demineralized water storage tanks, diesel oil storage tanks, shall be the work of the Iron Worker.

C. The rigging, fabrication, and refabrication of material which is essential in blasting operations such as blasting mats, drill machines and compressors is the work of the Iron Worker. The unloading and rigging of drilling machinery and equipment, such as gang drills, drilling rigs and drilling platforms is the work of the Iron Worker.

D. The hooking on, rigging and signalling of conveyors, screed machines, pump crete machines and all related equipment and material used for pouring concrete, shall be the work of the Iron Workers.

E. The unloading erection and rigging by any means of conveyors, bucket elevators, chutes, hoppers bin scales, mixers, etc. in connection with batch plants, aggregate plants, quarriers, and construction sites, shall be the work of the Iron Workers.

F. The unloading and installation of dock levelers and any channels, angles or other supporting steel, and the cinch anchoring, bolting, welding or fastening by any means shall be the work of the Iron Worker.

G. The unloading, moving, handling, placing and setting of electrical machinery and equipment is the work of the Iron Workers.

H. The unloading and handling of x-ray equipment and rigging by any means, is the work of the Iron Workers.

I. The unloading, rigging, and handling by any means of laundry equipment, such as washers, dryers, ironers, pressers, etc. shall be the work of the Iron Workers.

J. The unloading, rigging and handling by any means and setting foundations of generators, turbines, stators, rotors, switch gears, circuit breakers, transformers and heavy equipment when power equipment or rigging is used shall be the work of the Iron Workers.

K. The unloading and placing of flat top conveyors, screw conveyors, bulk handling conveyors over the anchor bolts and securing, is the work of the Iron Worker. All connections of structural members shall be the work of the Iron Workers.

L. The Iron Worker shall unload and erect and bolt or weld supporting framework, chutes, hoppers, guards and hoods in connection with bulk handling conveyors will be installed by iron Workers.

M. The unloading and rigging of Slurry Tanks is the work of the Iron Workers.

N. The unloading, loading and rigging by any means and setting of Glass Lined, Enamel Lined and Epoxy lined tanks and vats shall be the work of the Iron Workers.

O. The unloading and rigging by any means of Sterilizers, Bottle Washers, Pallitizers and Pulverizers is the work of the Iron Workers.

P. Rigging by any means required to unload and transport turbines, disassembled pumps and related equipment to storage area of approximate point of assembly on floor, or if direct installation if made from storage area or from point of unloading to point of installation.

Q. Unloading and installing mechanical equipment, rigging by any means required to unload and transport mechanical equipment to storage area or approximate point of installation on floor or, if direct installation is made, front point of unloading to point of assembly or installation, directly into final position, shall be the work of the Iron Worker.

9. UNASSEMBLED AND/OR KNOCKED DOWN

Dry-Storage Tanks, Bins and Hoppers - Industrial Type Furnaces:

A. Dry-storage tanks, bins and hoppers of the open type (open or partially open top) shall be unloaded, handled and erected by Iron Workers.

B. All industrial type furnaces shall be unloaded, handled and erected by Iron Workers.

C. Dry-storage tanks, bins and hoppers of the closed type (closed top and bottom). All supporting steel shall be unloaded, handled and erected by the Iron Workers.

D. Rubber lined tanks or halogen lines and electrolytic lines, shall be unloaded, handled and installed by the Iron Worker, tanks to be replaced or repaired shall be done by the Iron Workers.

E. Blast Furnace Stoves: Grids, pedestals, and spacer bars on blast furnace stoves shall be unloaded, handled and erected by the Iron Workers.

F. The unloading, erection and rigging by any means of metal sugar bins, flavor bins, bulk sugar tanks, flake bins, cocoa bins and sugar weigh hoppers shall be the work of the Iron Workers.

G. The unloading, rigging, assembly and welding of Kiln shells is the work of the Iron Workers.

H. The unloading and rigging of Ball Mill liners to position inside of shell and the rigging of Trunnions to position shall be the work of the Iron Workers.

I. The unloading and rigging of completed Boilers, Steam Drums, and Mud Drums to final position shall be the work of the Iron Workers.

J. The unloading of rough machinery and equipment into final position and securing to make safe is the work of the Iron Workers.

10. SUPPORT STEEL OR MATERIAL

A. Structural steel supports, which become an inherent part of the building structure is the work of the Iron Workers. All multi-purpose supports shall be the work of the Iron Worker. All bridge type supports shall be the work of the Iron Worker.

B. The fabrication and erection of structural supports for monorails is the work of the Iron Workers.

C. The fabrication and erection of structural steel supports regardless of structural material to support structural steel is the work of the Iron Workers.

D. The fabrication of structural steel base plates including the setting, shimming and leveling is the work of the Iron Workers.

E. The fabrication and refabrication of anchor bolts for structural steel is the work of the Iron Workers.

F. The unloading and erection of structural steel support and the house roof in connection with Precipitators is the work of the Iron Workers.

G. The fabrication, unloading and erection including cinch anchoring bolting and/or welding to the floor, ceiling or wall of supports for lights and x-ray equipment is the work of the Iron Workers.

H. The unloading and erection of supporting steel for cooling towers is the work of the Iron Workers.

I. The unloading and erection of overhead supporting steel, such as beams, channels, columns or angles which are directly attached to and/or suspended from the building roof steel for the purpose of supporting the Steam Generating Unit, shall be the work of the Iron Workers.

J. The fabrication and erection of angles, channels, beams or columns to support brick cinder block, pre-cast concrete or other masonry units is the work of the Iron Workers.

K. The setting and jumping of outriggers used to support Bricklayers and their material, also, the erecting of safety nets is the work of the Iron Workers.

L. The fabrication and erection of multi-purpose pipe or electrical supports is the work of the Iron Workers.

11. MISSILE SHIELDS, REFLECTION PLATING, RADIATION PROTECTION, PLANNING

A. All work involving the use of any type of material, including the fabrication and installation of said material, to be used for missile shielding, protective walls, watertight walls, blow-out panels is the work of the Iron Workers.

B. The fabrication and erection of materials used as protection for personnel and machinery or equipment against exposure to radiation; this includes, but is not limited to,

steel plates, steel decking, lead brick, lead shot, lead wool and sheet lead is the work of the Iron Workers.

C. All work involving the removal of hazardous material, including, but not limited to, asbestos.

D. The Ironworkers shall be responsible for the planning and assignment of work to be performed by various crafts during outages and daily work scheduling at all nuclear power plants.

12. CORRUGATED SHEETING, METAL ROOF DECK, PANELS, PLASTIC SHEETING THEATRE CURTAINS, LOUVERS

A. The unloading, handling and installation of all factory assembled insulated panels, and all metal sub-framing is the work of the Iron Workers.

B. The erection of ovens, spray booths, insulated panels and tracks, the unloading, erection, and setting whether by welding, bolting or cinch anchoring shall be the work of the Iron Workers.

C. The rigging and installation of all theatre curtains, auditorium curtains, back stage lifts and equipment in connection therewith shall be assembled and erected by the Iron Workers.

D. The unloading and erection, cutting, fitting and fastening of corrugated sheeting and insulated panels on steel frame building is the work of the Iron Worker.

E. The unloading, erection and sheeting of pre-fab and pre-engineered self-supporting buildings is the work of the Iron Workers.

F. The unloading and erection of all metal roof decking, such as Cofar decking, Mahon "M" Deck, steel floor deck, corruform, Robertson Trusdeck, T Steel roof deck, and pre-cast decking shall be the work of the Iron Worker.

G. All louvers that are not an integral part or connected to the air handling system, shall be the work of the Iron Worker, including ornamental, decorative, or gravity feed louvers.

13. FENCES

The fabrication, unloading and erection of all metal or wire fences, gates, post and related hardware whether temporary or permanent is the work of the Iron Workers.

14. RAILS

A. The unloading and installation of rails, rail clips, base plates for rails, drilling of holes for base plates and cinch anchoring of base plates and/or welding of the above for Gantry cranes, overhead cranes, Shiploaders or Shiploader cranes and conveyors mounted on rails is the work of the Iron Workers.

B. Iron Workers also claim the unloading and setting of all rails (including middle rail) when used on or in bridges, subways, tunnels, monorail systems, tram-road and tramway systems, and elevated systems.

15. RIGGING BEAMS

All and any temporary or permanent rigging beams or systems used for the purpose of hoisting equipment or material on construction sites or industrial plants is the work of the Iron Workers.

16. BANKS, VAULTS, DEPOSIT BOXES

The unloading, rigging, handling and installation of: bank vaults, doors, liners, cladding, safety deposit boxes, drive-in windows, night depository boxes, and teller cages and undercounter work, whether by demolition or repair of the above, shall be the work of the Iron Worker.

17. MAIL CHUTES

The unloading and handling and installation of mail chutes in their entirety is the work of the Iron Workers.

18. SCALES

The Iron Workers also claim the off-loading, rigging and setting, including the leveling and aligning of all scales.

19. TURN STILES

The Iron Worker claims the complete off-loading and installation; including the leveling and aligning of all turn stiles.

20. SUBWAY, TUNNELS, AND TRAMWAY

The Iron Worker of this Local Union also claim the unloading and setting of all structural steel, beams, girders, angle, channel, columns, steel plate, decking, sheeting and fencing, including the fabrication and refabrication used on or in

bridges, subways, tunnels, shafts, tramroad and tramway systems, and elevated systems.

21. SAFETY RAILS

The Iron Workers of this Local Union also claim the unloading and installation and removing of all angle, channel, beams, columns, fencing, wire mesh and steel cable when used as temporary or permanent safety rails on construction sites.

22. METAL FORMS

A. When a metal form angle, beam, channel, plate, stay form or similar is used in concrete work and becomes a part of the reinforcing, when not stripped, it is then imbedded metal and it is the work of the Iron Workers.

B. In using metal forms, the Iron Worker shall load and unload, hook on any signal when setting. When dismantling, the Iron Worker shall signal and move forms to the next point of erection in accordance with the June 11, 1959 Agreement.

23. EMBEDDED METAL

A. The unloading, fabrication and refabrication and distribution of all embedded metal, is the work of the Iron Worker. The erection of all embedded metal is the work of the Iron Worker.

B. The unloading, fabrication and refabrication, and distribution of curb angles is the work of the Iron Workers. The installation of curb angles that attach to steel is the work of the Iron Workers.

C. The erection of structural steel members above the pile cap is the work of the Iron Workers.

24. UNLOADING OF BUILDING MATERIAL, EQUIPMENT, SORTING, DISTRIBUTION

A. Where building material or equipment is hauled to buildings under construction, the first drop or unloading and hoisting, shall be done by members of this Organization.

B. The sorting, distributing and handling of all material coming under the jurisdictional claims of the Union in or about the job, or at storage point, shall be done by Iron Workers, in accordance with International Regulations and Joint Board Decision.

25. HATCH PLUGS

The fabrication, refabrication, installation and/or removal of all metal or concrete hatch plugs used for security or to be used for access or escapement from a specific area is the work of the Iron Workers.

26. ELEVATORS, ESCALATORS

A. The unloading, erection and fastening by any means of elevator doors or gates that are manually operated, including all elevator enclosures, fronts, facias, sills, frames and bucks, shall be the work of the Iron Worker.

B. The erection of steel trusses, girders, and supports for escalators and dumb waiters shall be the work of the Iron Workers.

27. EQUIPMENT REMOVAL, PILING, FALSE WORK, RIGS, ETC.

A. The erection, dismantling of all false work, pulling of piling, taking down derricks, travelers and all rigging used in the erection or dismantling of any and all steel work shall be done by Iron Workers.

B. Where structural steel and/or machinery and equipment on buildings, bridges, and other structures is dismantled and demolished and power equipment (derricks, cranes, rigging, etc.) is used in the dismantling of the structural steel, the handling and loading of the same shall be done by Iron Workers.

C. Alteration, repair, moving, dismantling, and re-erection of machinery in buildings, bridges and other structures is the work of the Iron Workers.

D. Where structural steel, ornamental iron and metal, glass or machinery in buildings, bridges, and other structures is altered, repaired, moved, dismantled and/or re-erected by any method or means, all work in connection therewith shall be performed by Iron Workers.

28. ALIGNING AND LEVELING

The Iron Worker and Glaziers claim the aligning and leveling of all material and equipment which they erect; this includes the use of levels, surveying equipment (Transit) and laser beams, etc. (This shall not preclude the use of Supervisory or Administrative personnel to direct these operations in utilizing such equipment.) Nor, shall this paragraph mean that the employer cannot use personnel on his payroll trained in the use of said equipment or be able to sub-contract this

work to Engineering and/or Surveying Firms. But, the contractor agrees not to use any other craft affiliated with the Building Trades to perform such work.

29. POWER DERRICKS, TOWER CRANES, MULTI-PURPOSE CRANES

A. In the assembly of, operation of and dismantling of all power derricks, tower cranes or multi-purpose cranes, including power stone derricks, there shall be one signalman who shall be an Iron Worker plus a regular gang whether or not a bull wheel is used.

B. The changing, lengthening or shortening of crane booms, the reeving of cables on cranes to be, or used by Iron Workers, or multiple purpose shall be the work of the Iron Workers. The erection and dismantling of material towers and hoists is the work of the Iron Workers.

C. A multi-purpose crane is described as a material-handling crane used by more than one craft.

D. On construction jobs where there is a crane used to service crafts beside the Ironworkers, then that crane or cranes will employ a signalman who will be member of Iron Workers Local Union #16.

30. GUY AND STIFF LEG DERRICKS

No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick or travelers used on steel erection. On all multi-purpose, mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed. (Subject to Circular Letter No. 568)

31. BELLMAN OR SIGNALMAN

A. A bellman or signalman will be required on derricks or multi-purpose cranes and in the event the derrick of crane is temporarily taken out of operation, the bellman or signalman shall be assigned to other work. Until said derrick of crane is put back into operation, this paragraph shall in no way be interpreted as adding another man to the raising gang.

B. When pouring concrete with conveyors, the Iron Worker shall do the rigging and signaling. When pouring concrete with power derricks, tower cranes or multi-purpose cranes, there shall be a signalman who shall be an Iron Worker.

32. RIVETING GANGS

A. 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 heater shall be paid the applicable overtime rate for such time worked before the regular starting time.

B. 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 may arise which will require the foreman to temporarily fill in the gang.

33. TERRITORY

The territory covered by this Agreement shall be the territorial jurisdiction of the Local Union #16 which extends halfway to the nearest outside Local Union of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, with the exception of the territory of Local Union #16 bordering that of Local #5, #201 and #568 shall be as follows: starting from the water edge of Point Lookout, Maryland, from there running in a straight line to the Northeast City Limits and excluding Parole, Maryland, from there running in a straight line to the Southern outskirts and including Laurel, Maryland (Cherry Lane) from there running in a straight line to the Southern outskirts and including Frederick, Maryland, from there running in a straight line to the Northwest City Limits and excluding Boonesboro, Maryland, and from there in a straight line running to the direction of Waynesboro, Pennsylvania, from there in a straight line to Holtwood, Pennsylvania, from Holtwood to the Northeast Shore of Conowingo, from Conowingo to Port Deposit, from Port Deposit using the halfway point between Local #451 and Local #16. Off shore drilling or construction projects 100 miles from coastal line of Maryland.

34. WORK HOURS PER DAY

A. Eight (8) hours shall constitute a day's work from 7:30 a.m. to 4:00 p.m. From Monday to Friday, inclusive, except in territories where a shorter workday prevails among a majority of the Building Trades Unions on building work. Noon hour may be curtailed by agreement with the employees on the job and the contractor or his representative. The steward shall determine if there is an abuse and if so, time and one half shall be paid during the noon hours. Sufficient time shall be allowed for putting away tools and quitting time. If an employee is required to pick up a company vehicle, his

time will start upon leaving the yard and stop upon arriving back at the yard. Driving time will be paid at straight time rate.

B. Changes in the work per day, not, however, to exceed an eight (8) hour day, may be made to meet local conditions of safety as well as to be in conformity with the hours adopted by the majority of the members of the Baltimore Building Trades Council, as may be permitted by the General Executive Board.

C. Overtime will begin after eight (8) hours for employees that are chronically late, after the issuance of a second written notice by the employer.

D. If during either of these overtime work shifts the emergency of the job keeps the employees from taking their breaks, then fifteen minutes or one half hours pay at whatever the overtime rate is, will be added to the employee's day's pay. If the shift is scheduled for twelve (12) hours the employee will receive a half hour lunch break, between the tenth (10<sup>th</sup>) and the twelfth (12<sup>th</sup>) hour with pay. If the shift is scheduled for ten (10) hours the employee will receive a fifteen (15) minute coffee break between the eighth (8<sup>th</sup>) and tenth (10<sup>th</sup>) hour with pay.

E. If during the regular work hours any employee is required to work through their designated lunch period, they will be paid at the applicable overtime rate, plus the employee will be given the chance to take one half hour lunch break during the regular work shift when the chance occurs. If the chance does not occur for the employees to take the lunch period, then they will be given a one half hour's pay on top of the regular day's pay at the applicable over time rate.

F. ABSENTEEISM

Excessive absenteeism shall not be tolerated. Employees shall make Company aware when they cannot make it to work for legitimate reasons (i.e. Doctor Appointment, family Emergency, etc.) The Company agrees to hire from the Union Hall a Replacement worker to keep job continuity online.

G. FLEXTIME (OPTIONAL)

If the majority of the employees and the contractor agree, the job may be permitted to work four 10 hour days.

It is understood that the 10 hours will be at straight time with Friday being a make-up day at straight time.

If the flex time provision of the collective bargaining agreement is to be implemented, it shall only apply to contractors that are signed to local 16's collective bargaining agreement unless agreed to by the employees and Business Manager. It is also understood that Friday make-up days are only to be used to make up days lost to inclement weather and are not intended to replace lost time due to holidays. Any member missing time due to their own actions shall work Friday at straight time if the rest of the job is working.

It is also agreed that if Friday has to be used as a make-up day that the shift will be scheduled for 10 hours.

It will also be agreed that any hours worked over 40 hours will be paid at the applicable over time rate.

If Friday is used as a make-up day, the Foreman and or General Foreman will begin receiving over time when the Foreman's gang begins to receive overtime rates of pay.

It is also understood that this section must be approved by the Business Manager of the Local Union, because of conflicting with other contractors on the jobsite and consideration of Federal, State and City laws.

35. SHIFT WORK

A. TWO (2) SHIFTS

When two shifts are employed, the first shift will work 8 hours for 8 hours pay. The second shift will work 7-1/2 hours for 8 hours pay plus a shift additive of \$.50 cents per hour.

THREE (3) SHIFTS

When three shifts are employed, the first shift will work 8 hours for 8 hours pay. The second shift will work 7-1/2 hours for 8 hours pay plus a shift additive of \$.50 cents per hour. The third shift will work 7 hour for 8 hours pay plus a shift additive of \$.75 cents per hour.

All shift work performed on Saturday will be paid at the overtime rate of time and one half which will start with the beginning of the first or "morning" shift.

All shift work performed on Sundays will be paid at the over time rate of double time which will start with the beginning of the first or "morning" shift.

B. If only one shift is employed (other than day shift) those Employees will work the hours and be paid per the conditions of the second or third shift or wherever the majority of hours lie.

C. The following should be used for designating the work hours of the first, second and third shift.

First Shift	7:30 a.m. to 4:00 p.m.
Second Shift	4:00 p.m. to 12:00 midnight
Third Shift	12 midnight to 7:30 a.m.

D. The contractors agree not to work any job with work shifts of more than 12 hours unless due to emergency or to save life or property.

E. The Contractors agree to pay overtime for any employee who is required to report to work before a ten (10) hour break has occurred. When reporting back to work the employee's pay will begin at the regular scheduled starting time, whether or not the employee started work at the regularly scheduled starting time. The employee will be paid the overtime rate for the entire next shift.

36. OVERTIME AND HOLIDAYS

A. Time and one-half (1-1/2) shall be paid for any and all work performed on project in excess of eight (8) hours on any regular workday and for all time worked on Saturdays. Double time shall be paid for any and all work performed on Sundays and recognized holidays. No work shall be performed on Labor Day except to save life or property. If Labor Day is worked it will be paid at triple time.

B. No contractor will ask any employees to work overtime beyond the employees who are employed on said job or jobs without first asking said employees on said job or jobs to work said overtime, unless the overtime to be worked requires said employees to possess special skills.

C. When any contractor has overtime on any jobs, then said contractor must equally divide said overtime among the employees on said job. However, if the overtime requires special skills then the contractor will equally divide said overtime among the employees who possess those special skills.

37. HOLIDAYS

A. The following holidays shall be observed; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day. Any holiday which

occurs on a Sunday will be observed on the following Monday. A holiday which occurs on Saturday shall be observed on the preceding Friday.

B. Eight hours work must be scheduled by the contractor the day before and the day after any of the above holidays when these days fall on a regular work day (Monday through Friday) unless prevented through no fault of the contractor mutually agree with by all employees.

38. WAGES, FRINGE BENEFITS, PAYROLL DEDUCTIONS, TRUST FUNDS

A. The amount paid in Fringe Benefits and the amount withheld for payroll deductions shall be paid at straight time rate for each hour for which each employee is paid.

B. The Employer, when signing this Agreement, shall become bound to all Trust Fund Agreements and provisions contained herein, the terms of which are incorporated herein, including late charges, interest and liquidated damages for failure to pay said Fringe Benefits when due. Failure of the Employer to pay the Fringe Benefits when due will be a breach of this Agreement, and the Union shall have the right to picket or strike until the Fringe Benefits have been paid.

C. The Employer agrees to make all Fringe Benefits and Payroll Deductions, which must be postmarked no later than the 15th day of the month following the month the employees are employed. When failing to pay these amounts on time, the Employer agrees to pay an additional sum of 10%. This provision will be strictly enforced. Fringe Benefit payments will be extended from due in 15 days to 45 days for local contractors only.

D. Any contractor making contributions required by this Agreement for Fringe Benefits and Payroll Deductions may be required, if so directed by the Local Union, to post a Cash Bond or Escrow Funds (in a joint account with the Union) in the amount of \$25,000.00. The Fringe Benefit Trustees and or the Local Union may use the Cash Bonds or Escrow Funds if the Employer fails to meet his or her obligation to pay the Fringe Benefits and Payroll Deductions in a timely manner. If the amount of the Cash Bond or Escrow Funds on deposit has been exhausted, the contractor, upon notification from the Local Union, will immediately deposit further sums or bonds for the same total amounts. At the termination of said Agreement for which any bonds or funds on deposit are not used shall be returned to the contractor or his equal successor:

This payment of a Security Bond or cash will not relieve the Employer of filing regular monthly reporting forms and payment as required.

In lieu of posting a cash bond or maintaining an escrow fund, the Union may allow a Contractor to make weekly payments to the Fringe Benefit Funds for contributions due under this Agreement.

E. The contractor agrees upon entering into this agreement to be responsible, to reimburse Iron Workers Local Union #16 for any Attorney's fees and all other costs incurred in the collection of Wages, Fringe Benefits and Payroll Deductions which are due on behalf of the employees, the Fringe Benefit Fund or the Local Union.

These expenses will be in addition to the 10% (10 percent) late charge for the late payments of any Fringe Benefits or Payroll Deductions contained within this Agreement.

F. The signatory Employer herein agrees that Local Union #16, the Fringe Benefit Funds or their designated agent may audit the books or financial accounts of the Employer if the Employer becomes delinquent in its payment of Wages, Fringe Benefits or Payroll Deductions.

G. Local Union #16 will have the option to remove members or refuse to refer any members to any contractor who is delinquent in the paying of Wages, Fringe Benefits or Payroll Deductions to the employees, the Local Union or the Fringe Benefit Office.

39. RATES FOR WAGES, FRINGE BENEFITS AND PAYROLL DEDUCTIONS

A. Due to the status of the pension and health and welfare fund, Local #16 agrees that the increase will take effect 4-1-10 and that the increase will be for the duration of the one year contract. The suspended target fund contribution of \$.75 cents per hour shall be directed to the pension fund; to coincide with an hourly raise provided by the IGEA of \$.50 cents per hour to be directed as follows: \$.25 cents per hour to the pension fund and \$.25 per hour to the health and welfare fund. This agreement shall increase the contribution rates as follows: \$1.00 to the pension fund and \$.25 to the health and welfare fund, and shall be for the duration of the one year contract.

B. WAGE RATES

1. Effective April 1, 2010 through March 31, 2011 the following hourly wage rates will apply to the following classifications.

- \$29.38 - General Foreman for Ironworkers, Rodmen, Glaziers and Ornamental
- \$28.38 - Foreman for Ironworkers, Rodmen, Glaziers and Ornamental
- \$26.38 - Journeyman Ironworkers, Rodmen, Glaziers and Ornamental
  
- \$29.63 - General Foreman for Sheeters
- \$28.63 - Foreman for Sheeters
- \$26.63 - Journeyman for Sheeters
  
- \$29.13- General Foreman for Fence Erectors
- \$28.13 - Foreman for Fence Erectors
- \$26.13 - Journeyman for Fence Erectors

C. FRINGE BENEFITS

- \$6.70 - Pension
- \$3.35 - Annuity
- \$5.83 - Health & Welfare
- \$ .37 - Apprenticeship & Training
- \$ .06 - Industry Advancement Fund
- \$ .13 - I.M.P.A.C.T
- \$16.44

D. PAYROLL DEDUCTIONS

1. CHECK-OFF OR WORK ASSESSMENT

Effective April 1, 2010 through March 31, 2011, the contractor agrees to deduct from each employee's weekly gross wages a percentage determined by the membership of the Local Union for working and special assessments and check-off.

2. B.U.I.L.D. FUND (BUILDING UNIONS INDIVIDUAL LABOR DONATION)

Each employee may voluntarily designate said Employer to deduct from said employee's hourly rate the sum of \$.01 (cent) per hour. This deduction made out to B.U.I.L.D. will be forwarded to GEMGroup, Oxford Building, Suite 624, 8600 LaSalle Road, Towson, MD 21286.

This voluntary deduction will be effective for the length of this contract and may be stopped or started by each employee at his or her discretion.

3. I.P.A.L (IRONWORKERS POLITICAL ACTION LEAGUE)

Each employee may voluntarily designate said Employer to deduct from said employee's hourly rate the sum of \$.05 (cents) per hour. This deduction made out to I.P.A.L. will be forwarded to GEMGroup, Oxford Building, Suite 624, 8600 LaSalle Rd., Towson, MD 21286.

This voluntary deduction will be effective for the length of this contract and may be stopped or started by each employee at his or her discretion.

4. VACATION

The sum of \$1.00 cents per hour will be deducted from each employee's hourly wage rate.

5. ORGANIZING

The sum of five(.05) cents per hour will be deducted from each employee's hourly wage rate.

E. Local Union #16 shall have the right to allocate all Wages and Fringes in any manner directed by the Membership. "Definition" - If at the time period an increase in Wages are due into the Wage Package and those monies allocated for Wages are needed in the Fringe Package, then those monies can be put in Fringe Benefits.

F. The Local Union will notify the Employer prior to the designated increase as to where the increase will be applied.

G. The Employer agrees that employees covered by this Agreement transferred from job to job during working hours will receive time and transportation for such transfer. If the Employer cannot supply such transportation to employees, the Employer will pay twenty cents (.40) per mile from job to job. The twenty cents (.40) per mile will be paid in cash or check and will not be subject to taxes or other deductions.

40. SHOW-UP TIME

The contractors' signatory to this Agreement agree to pay Two (2) hour show-up time to all employees on days of inclement weather. This two (2) hour show-up will be for wages and fringe benefits and will also be applicable for any jobs worked on Saturday or Sunday at the appropriate over time rate.

The Union agrees to the following conditions before the employees covered by this agreement will receive said show-up time.

A. All employees must report for work to be eligible to receive said show-up time.

B. If during the said show-up time the inclement weather (rain, snow or high winds) stops or ceases enough that it is safe for said employees to go to work, then those employees must start work or forfeit said show-up time.

C. If at the end of the two (2) hour show-up time it has stopped raining, snowing or the high winds have ceased so the employees can safely go to work, then those employees will go to work or forfeit said show-up time. It is also agreed that if the contractor finds work in an area of the job that will not be affected by said inclement weather then those employees will accept said work or forfeit said show-up time.

D. The employees covered by this Agreement also agree to stay on the job-site for all time for which they are to receive said show-up time.

E. The safety representative of the contractor and the safety representative of the Union agree to work collectively to assure the above conditions are adhered to.

41. PAY DAY

A. The regular payday will be once a week on Wednesday or Friday. All wages will be paid to employees no later than one and one half (1-1/2) hours before quitting time on payday, and wages will be paid in cash or certified check.

B. Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll, but not more than three (3) days wages.

C. Any employee who finds a shortage in wages or Fringe Benefit payments may request that the shortage be paid immediately. If the demand by the employee cannot be met by the Employer at that time, then the Employer must make up the shortage to the employees by 12 o'clock noon the following day, unless other provisions are agreed upon by the Employer and employee.

D. Any undue delay in payment of wages 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 not to exceed eight (8) hours per day until the wages and full waiting time wages are paid.

E. The contractor agrees that if paying employees by check and the check fails to clear the bank because of non-sufficient funds then said contractor may be obligated to pay eight (8) additional hours wages, to be in cash. If this situation occurs a second time then the responsible contractor also agrees that all future weekly payrolls will be paid in cash until the Business Manager of the Local Union deems it appropriate that the contractor has satisfactorily established credit with the bank.

F. Loss of time will mean that if employees report to work and the employees are not allowed to work the normal amount of hours for that particular shift, then the Employer causing such loss of time will pay employees the regular straight time wages not to exceed eight (8) hours pay. This section will prevail unless due to weather conditions.

G. 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 with the exception of lay-off checks.

H. Should the regular pay day fall on a Holiday, or a day observed as such, the Employers shall pay the preceding day.

I. Employees shall not be required to wait in line for their pay, or check in or out, or pick up brass, unless beyond the Employer's control, and after consultation with the Union.

If a Brass System is required, then a separate box will be supplied for this Association.

42. LAY-OFFS

A. The employer agrees to notify the Union and shop steward prior to any layoffs.

B. Employees on being laid off shall be allowed one-half hour with pay for putting away tools and changing clothes.

C. Employees laid off at any time prior to the end of the regular work day by the Employer will be paid for the entire day, except when due to weather conditions.

D. When employees are laid off or discharged, they shall be paid in full, in cash, or other legal tender, on the job immediately; if not, the employees shall be paid for waiting time at the regular straight time wages not to exceed eight

(8) hours per day until the wages and full waiting time wages are paid.

E. If employees are required to go to some other point or to the office of the Employer, the employees will be paid for the time required to go to such places.

F. When employees quit of their own accord, the said employees shall wait until the regular payday for wages due them.

G. If the Employer finds it necessary to lay off employees on Saturday or Sunday and the Employer is unable to furnish the employees their pay, then the Employer will observe the following conditions.

1. If the Employer lays off employees on Saturday, then the Employer will have the pay available to those employees (or to Union Hall) no later than 10:00 a.m. the following Monday with 4 extra hours pay.
2. If the Employer lays off employees on Sunday, then the Employer will have the pay available to those employees (or to Union Hall) no later than 10:00 a.m. the following Monday with 2 extra hours pay.
3. If the employer lays off employees on Saturday, Sunday, or holiday and does not have the employee's pay available as set forth in paragraphs G.1 or G.2, the Employer shall pay an additional eight (8) hours pay for each day that the pay is late.
4. Each employee will receive a lay off slip at the time of departure.

H. The Employer agrees that if the Employer has to observe the above conditions, then these conditions will be explained to all employees who are working Saturday and/or Sunday before the beginning of said work.

43. COFFEE BREAK

Employees will be permitted a fifteen (15) minute coffee break between the hours of 8:30 a.m. and 10:30 a.m. Employees must take their coffee break at the place of work except when the work place environment is hazardous and or unsanitary.

Afternoon Break on Commercial Work Only - The afternoon break between the 8<sup>th</sup> and the 10<sup>th</sup> hour will be discontinued. The

morning break will be extended by five minutes for a total of 15 minutes and remain in effect for the duration of the one year contract.

44. WORK CALL

Work call will continue to be at 6:30 a.m. as most work sites are within a half hour of the Union Hall. Pay will begin upon arrival at job site. All members must sign the workday ledger before going to work for a contractor. In the event he is laid off at any time, he must come to the Union Hall and sign the work ledger before returning to work.

45. WORKING ASSESSMENT AND CHECK-OFF

The Employer will deduct from each employee's weekly gross wages a percentage determined by the membership of the local union for working assessment and check-off.

The Employer will send by check, the amount withheld from employee's for Working Assessment and Check-Off to GEMGroup, which must be post marked no later than the 15th day of each month following the month in which employee's are on Employer's payroll, 45 days for local contractors only, together with a statement setting forth the name, social security number, amount withheld and hours paid of each employee from which this deduction has been withheld.

46. B.U.I.L.D

The members of the Local Union #16 authorize the Employer to deduct from each employee's pay the sum of \$.01 cent per hour worked from each employee's regular paycheck. This amount is to be forwarded to the Building Unions Individual's Labor Donation (B.U.I.L.D.) Fund, and mailed to GEMGroup, Oxford Building, Suite 600, 8600 LaSalle Rd., Towson, MD 21286.

This deduction is voluntary on the part of each employee and Employers will be furnished with appropriate authorization by each employee authorizing said deduction. This money will be forwarded by the Employer, which must be post marked no later than the 15<sup>th</sup> day of each month, 45 days for local contractors only, following the month in which employees are employed setting forth the name, social security number and hours paid.

47. I.P.A.L.

The members of Local Union #16 authorize the Employer to deduct from each employee's pay the sum of \$.05 cents per

hour worked from each employee's regular paycheck. This amount is to be forwarded to GEMGroup, Oxford Building, Suite 600, 8600 LaSalle Rd., Towson, MD 21286

This deduction is voluntary on the part of each employee and employers will be furnished with appropriate authorization by each employee authorizing said deduction. This money will be forwarded by the Employer, which must be post marked no later than the 15<sup>th</sup> day of each month, 45 days for local contractors only, following the month in which employees are employed setting forth the name, social security number and hours paid.

48. VACATION FUND

The Employer will deduct from each employees wages the sum of (\$1.00) one dollar per hour for each hour in which each employee is paid straight time wages; (\$1.25) one dollar and twenty five cents per hour for each hour in which each employee is paid wages at time and one-half; and (\$1.50) one dollar and fifty cents per hour for each hour in which each employee is paid wages at double time. Said sum will be paid to the Ironworkers Vacation Fund Local Union #16, no later than the 15<sup>th</sup> day of each month, 45 days for local contractors only, following the month in which employees are on employers payroll, together with a statement setting forth the same, social security number, hours paid. Employers shall be furnished with appropriate authorization by each employee authorizing said deduction.

Employees shall be allowed to take their vacations at their own discretion and shall not be terminated as long as the job is still in progress, provided the employee gives two (2) weeks notification to the Employer.

49. ORGANIZING FUND

The employer will deduct from each employee's wages the sum of (\$.09) nine cents per hour for each hour in which the employees are paid wages to the Organizing Fund.

The employer will send by check, the amount withheld from employee's for the Organizing Fund to GEMGroup, which must be postmarked no later the 15<sup>th</sup> day of each month, 45 days for local contractors only, following the month in which employee's are on Employers payroll, together with a statement setting forth, the name, social security number, amount withheld and hours paid of each employee from which this deduction has been withheld.

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

In addition to the per hour wage rate, The Employer shall make a contribution to the Ironworker-Management Progressive Action Cooperative Fund ("IMPACT"), a jointly trusted cooperative trust with federal tax exemption status under Section 501(a) of the Internal Revenue code as an exempt organization under Section 501(a)(5) of the Internal Revenue Code. The general purpose of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives. 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.

The contribution to IMPACT shall be one per cent (1%) of the existing wage rate. The Employer will pay one half of the contribution rate and Local 16 and the employees will pay the other half.

The one per cent (1%) 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. In addition the Union and Employer agree that by making contributions to IMPACT each of them shall become bound to IMPACT's Drug and Alcohol Screening Policy and Procedure or equivalent program and any amendments or modifications thereto.

Local 16 will remain in the IMPACT Drug Program and will have annual testing for the members who wish to participate. Local 16 strongly suggests every member to participate in the IMPACT Drug Program. Local 16's Business Manager will not police the IMPACT Drug Program; that will be the responsibility of the Contractor.

The Employer shall make the following contributions to IMPACT:

<u>Effective Date</u>	<u>Employer Contribution</u>	<u>Employee Wage Deduction</u>
April 1, 2010	Hourly wage rates	\$.13 per hour

51. FOREMAN AND GENERAL FOREMAN

A. When two (2) or more employees are employed, one shall be selected by the Employer to act as foreman and receive foreman's wages and the foreman is the only representative of Employer who shall issue instructions to the workmen.

B. There shall be no restriction as to the employment of foreman or pushers. The Employer may employ on one piece of

work as many foreman or pushers as in his judgment is necessary for the safe, expeditious and economical handling of the same.

C. All foremen shall receive not less than (\$2.00) per hour more than the Journeyman wage rate, and on jobs of more than four (4) days duration all foremen shall be hired on a weekly basis of forty (40) hours minimum, holidays included. (On regular work days, foremen must report for work). The above shall apply except when the job or the foremen are legitimately terminated.

D. Foremen shall be allowed to work as needed to keep continuity of job schedule. This does not mean foremen shall overtake a journeyman in cases of connecting, or other like duties pertaining to structural steel erection. In cases of absenteeism foremen may be allowed to work temporarily as to ensure safety at all times. No foremen will perform active journeyman work so as to reduce the size of the gang.

In the event work is stopped because of weather conditions, the foreman shall not form a working gang or perform work normally performed by a Journeyman Ironworker.

E. The Employer also agrees not to utilize general foreman or foreman to work in the gang on any overtime work normally performed by a Journeyman Ironworker.

F. On jobs with main connections to be welded, and four (4) or more welders are employed, one of them shall be designated as welding foreman.

G. On jobs where four (4) or more foremen are employed, there shall be a general foreman who shall receive not less than (\$3.00) per hour more than the Journeyman's wage rate and who shall not push a gang. The general foreman will only issue orders to the foreman.

H. All employees on straight time as herein provided, shall make themselves available for work at the job site or other designated location on all days for which they received pay, holidays excluded.

I. The mandatory foreman training and all other certificates you list are readily available in the Journeyman Upgrading class and Local #16 will continue discussions with IGEA over the course of the year regarding this issue. It shall be the responsibility of the contractors to require employees to attend foreman training classes.

52. TRAVEL EXPENSE

A. There shall be no travel pay, or zone rate paid with respect to any site, which is located within the jurisdiction of the Baltimore Building Trades Council.

B. If employees covered by this Agreement are ordered from the Union Hall by the Employer at or after 7AM of the same day in which they are to work, they shall receive actual time from the Hall to the job.

53. PIECEWORK

It is further agreed that the Employer will not contract, sub-contract, 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.

54. WORK LIMITATION

There shall be no limitation placed on the amount of work to be performed by employees during working hours.

55. SHIPPING EMPLOYEES

Employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling time and expenses, providing they remain on the job thirty (30) days or until the job is completed; if the job required less than thirty (30) days, employees shipped to a job and not put to work, shall be paid the regular wage rate for such time, or such employee shall be shipped back to the shipping point with time and transportation paid by the Employer.

56. DRINKING WATER - CLOTHES ROOM

A. The Employer shall furnish suitable drinking water at all times and ice water from April 15th to October 15th; 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.

B. In case of fire or theft, Employer shall be responsible for employee's tools and personal belongings (clothing, etc.) while stored in a locked structure or tool box provided by the Employer for the storage of same. In no instance shall the loss compensation exceed Five Hundred Dollars (\$500.00). The Employer shall require receipts for replacement tools, clothing, etc. before payment is made.

57. FINISHING WORK

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 charge.

58. STUD WELDING

Stud welding and the shooting of Nelson Studs shall be the work of the Iron Workers, and also have the 1st year apprentice as helper.

59. TOOL ROOM OR REPAIR

If hand and/or power tools used primarily by Iron Workers need repair and the repair is performed on the job then those tools will be repaired by an Iron Worker. On jobs where a tool room is used to maintain and repair tools utilized by Iron Workers, an Iron Worker 55 years of age or older will be used as the Tool Room Man.

60. WELDING CERTIFICATION

A. Any welder who has been certified by a reputable certifying agency or board shall be deemed a certified welder and shall not be required to take additional tests. On all jobs requiring specific welding certificates, the Employer shall bear the employee's expense of taking the required test.

B. Employees employed as welders will be furnished welding gloves. Welding sleeves will be made available when necessary. Employees must return damaged gloves or sleeves for replacement.

C. On all jobs requiring cad welding, a sufficient number of men shall be employed to perform the work in a safe manner. If cad welders are required to be certified, the Employer shall bear the expense of taking the required test. When three (3) or more men are performing cad welding, one will be the foreman.

D. In any welding operations, where pre-heating or slow cooling processes are used, it shall be the work of the Iron Worker.

E. Welders working in hoppers, tanks or enclosed areas shall be furnished proper ventilation and a helper.

F. On all jobs requiring a burner or welder to work off the ground or under hazardous, precarious conditions, a sufficient number of men shall be employed to perform the work in a safe manner.

61. TOOLS

The contractor reserves the right to refuse to employ any employee referred from Local Union #16 who does not have the tools to perform the work for which he was requested.

Local 16 agrees that tools and safety equipment are to be worn by the individual so they are readily available. Working out of a five gallon bucket is not acceptable.

The following is a list of tools required by employees when working various classifications:

A. Finishers or Glaziers

Hammer or Rubber Mallet  
Punches  
Screwdrivers  
Pliers  
Adjustable Wrenches  
Hacksaw and Blades  
Chisels  
Files  
Metal Snips  
Channel Locks  
Vice Grips  
Putty Knives  
Rule and Tape  
Tool Belt  
4 foot level  
Burning Goggles  
Work Gloves

C. Structural

Spud Wrenches  
Adjustable Wrench  
Bull Pin  
Bolt Bag  
Scabbard  
Burning Goggles  
Rule and Tape  
Tool Belt  
Work Gloves

D. Rodman

Tie Wire Reel  
Pliers  
Tool Belt  
Rule and Tape  
Work Gloves  
Burning Goggles

B. Sheeters

Tin Snips  
Hacksaw and Blades  
Vice Grips  
Hammer  
Screwdrivers  
Belt  
Rule and Tape  
Work Gloves

E. Miscellaneous

3 LB Hammer  
All Tools Listed in  
Section A  
Framing Square  
Welding Shield  
Burning Goggles  
Combination Square

F. CERTIFIED WELDERS

Welding Shield  
Rod Bag  
Chipping Hammer  
Tool Belt

- G. Replacement of lost or broken lenses, goggles, welding Shields and tools will be by Employer if tools were secured in a locked tool box.

62. JOURNEYMAN TRAINING

The training of journeyman to perform Architectural Metal and Glass work will be prerequisite along with the securing of all appropriate tools.

A list of members of Local Union #16 who are enrolled and who become qualified will be submitted to the Ironworkers Glaziers Employers Association.

63. SAFETY

A. 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.

B. 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.

64. SAFETY RELATED ITEMS:

A. The Employers agree to maintain all working equipment in a condition satisfactory to meet the inspection requirements of the Maryland Occupation Safety and Health. The Employer agrees to make all reasonable provisions for the health and safety of its employees at all times during the yours of employment and agrees to abide by all working rules of the Union as regards to safety measures.

B. No employee shall be obligated by the terms of this Agreement to use any equipment or vehicles not in a safe operating condition and equipped with all safety appliances required by law.

C. No employee shall be required to work nor shall any employee be discriminated against for refusing to work with equipment that he considers unsafe or under conditions that are determined unsafe or failure to comply with all State Safety Laws and all rules and regulations of the Maryland Occupation Safety and Health (MOSH) relating to safety.

D. Working floors upon which derricks sit must be covered tight with suitable planking over entire floor except where openings are left for ladders. No more than two (2) floors, or a maximum of twenty-five (25), beneath each riveting scaffold shall remain open or uncovered, and all such floors shall be planked and within a minimum of ten (10) feet.

E. When employees are required to work around operating overhead cranes, or in congested areas of railroad traffic, then an Iron Worker will be utilized as a safety man.

F. The consumption of alcoholic beverages or the use of non-prescription drugs or marijuana is grounds for dismissal.

G. All employees are required to wear hard hats, safety glasses and harness when required. Failure to comply is grounds for dismissal.

H. There shall be no cell phones, or any other electronic devices such as Ipods, walkman radios, or any other non company authorized communication devices allowed on job sites. This is a safety related measure and will be strictly enforced.

I. Local 16 is in agreement with your proposed ban of smoking on job sites, but as it is already a state law, it should not be an issue.

65. STIFFENING AND SUPPORTING WORKING LOAD POINTS

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

66. RIDING THE LOAD OR LOAD FALLS

No employee shall be permitted to ride the load or load falls except in case of inspection and erection and dismantling of derricks.

67. SLINGS

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

68. 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 various devices in connection with work being done by employees.

69. ELEVATOR SHAFT PROTECTION

No employee 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.

70. SAFETY BOAT AND BOAT TIME

A. When working over water, the Employer agrees to furnish a safety boat and to employ an Iron Worker who will be assigned to the boat.

B. When Iron Workers are required to travel to and from the work area by boat and when boat travel time is required by the Employer before and/or after shift time, the boat travel time will be agreed to in advance by the Business Agent and Employer representative.

71. JOB RELATED INJURY

A. If any employee incurs a job related injury and it becomes necessary to take him to a doctor or hospital for emergency treatment, he shall be paid for the time spent receiving such treatment or at maximum, for the remaining hours in the work shift on the date of the injury, if, in the

judgement of the attending physician, he cannot return to work on that day.

B. All insurance forms must be completed and forwarded by the Employer to the Compensation Carrier within three (3) working days of any loss time job related injury with a copy forwarded to Ironworkers Local #16, 2008 Merritt Avenue, Baltimore, Maryland 21222.

72. SAFETY LAWS

A. Iron Workers will not be required to erect any steel or iron which has welded clip and seat type connections or other welded (clip type) connections that are used for temporary fastening devices.

B. Iron Workers will not be required to erect any steel beams or girders that have projecting studs on the top flange prior to erection.

C. In the event the State of Maryland laws pertaining to either or both of the above provisions is repealed, that provision in this collective Bargaining Agreement will then become null and void.

D. In existing chemical plants in operation or working, the Employer will furnish all safety equipment and shall pay an additional amount of twenty-five (.25) cents per hours above prevailing rate and Fringe Benefits.

73. COMPENSATION INSURANCE

A. The company agrees to cover all employees covered by this Agreement with the Maryland Unemployment Tax, all Federal Social Security Taxes and the Maryland State Workmen's Compensation Act as now in force or as amended in the future.

B. The Contractor also agrees to notify the Union (Iron Workers Local Union #16) in writing the name of Workmen's Compensation carrier, policy number and the agent's name and address within seven (7) working days of any job starting in the territorial jurisdiction of Iron Workers Local #16.

74. BUSINESS MANAGERS

A. The Business Managers of the Union shall be permitted to visit all jobs, but will in no way interfere with the progress of the work.

B. The contractor agrees to notify the Union Business Manager of all new job sites prior to the beginning of work on said job sites.

C. The Contractor agrees to submit, prior to the beginning of work, to the Local Union a summary of all jobs worked in the territorial jurisdiction of Local #16. The report shall contain:

1. JOB LOCATION - STREET ADDRESS
2. GENERAL CONTRACTOR
3. OWNER NAME
4. PROJECT NAME
5. CONSTRUCTION MANAGER
6. NAME OF COMPANY THAT EMPLOYER HAS
7. STARTING DATE
8. ESTIMATED COMPLETION DATE

75. BULLETIN BOARD

It is agreed by the Employer that Local Union #16 will be permitted to place a bulletin board in the shanty where such letters and notices sent out for the general information of the membership may be posted.

76. JOB STEWARD

A. The contractor agrees to notify the Business Manager of the Local Union of the starting or re-opening of any work or jobs prior to the Contractor placing any men on said jobs, so that the Business Manager will have time to appoint a steward from said employees being sent to said job or jobs, or, so that the Local Union Business Manager can send a shop steward from the Union Hall. The Contractor also agrees to notify the Union before all lay-offs.

B. There shall be a steward on each job who shall be appointed 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 report promptly 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 matters without a stoppage of work. The steward shall promptly take care of injured employees and accompany them to their homes or to a hospital, as the case may require, without any loss of time, and report injury to the proper officers of the Union. A steward failing his duties shall be subject to censure by the 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.

C. It is also agreed that the shop steward will be granted the last two (2) hours of the shift one day a week to leave the job site with pay, in order to submit his reports to the Business Manager and the Local Union. The shop steward will only be granted the two (2) hours when there are eight (8) or more men on the payroll. This section pertains to the weekly shop steward meetings and in no way relates to other business that falls within the duties of the shop steward.

D. The steward shall not be discriminated against for his activities in behalf of the union, or interfered with, and shall conduct himself in the performance of his duties as it relates to the Employer and Union accordingly.

E. If a steward is discharged for his union activities and it is clearly proved that he was discriminated against by his Employer and his Representative, then the steward shall be returned to the job and reimbursed for all lost time. There shall be a steward on each job at all times.

F. There shall be a safety meeting once a week conducted by the employer.

G. All jobs must be reported to the hall by the stewards anytime before the beginning of the job.

H. No steward has any authority, real or apparent, to act for, or in behalf of, the Union in any manner contrary to, or in violation of, any applicable section or provision of the Labor Management Relations Act of 1947, as amended, or any State Labor Statute.

I. When more than one shift is employed, there shall be a steward for each shift.

J. There will not be any non-working steward.

K. It is also agreed that the shop steward will work all overtime on the job in which he is employed, provided he can perform the work in question.

77. APPRENTICESHIP AND TRAINING

A. The Joint Apprenticeship and Training Committee shall be composed of three (3) members representing the Iron Workers and Glaziers Employers Association and three (3) members representing Local #16, maintaining and equal representation

of the Employer and the Local Union. Members of the Committee shall be selected by groups they represent.

B. The funds for the financing of the Apprenticeship and Journeyman Upgrading Program shall be paid by the employer in accordance with the Collective Bargaining Agreement between the employer and the Union. The funds shall be collected by Iron Workers Local #16 Education Program Trust Fund, which shall keep adequate and true accounts and records of all receipts and expenditures. The Iron Workers Local #16 Educational Program Trust Fund, whenever requested by the Joint Apprenticeship and Training Committee members, shall provide such sums of money as may be necessary for the financing of the Apprenticeship and Journeyman Upgrading Program.

C. The funds shall be placed in a depository or depositories as may be selected by the Trustees of the Iron Workers Local #16 Educational Program Trust Fund. Funds so deposited shall not be withdrawn without the approval, or at the request of, the Joint Apprenticeship and Training Committee.

D. The Apprenticeship Standards and Trust Document for Iron Workers Local #16 Apprenticeship Program shall remain in conformance with this Collective Bargaining Agreement and the regulations and requirements of the Maryland Apprenticeship and Training Council and the United States Department of Labor, Bureau of Apprenticeship and Training.

E. These standards are to cover the recruitment, selection, referral, training and other conditions that may be associated therewith consistent with established training policies of the Iron Workers International Association.

F. In the Event that any new classifications are to be included into or made part of Iron Workers Local #16, which may cause additional training programs to be created, an advisory committee may be established in accordance with the Educational Program Trust Fund Agreement to advise on the operation of the newly created Program.

78. RATIO OF APPRENTICES TO JOURNEYMEN

1. One apprentice to 4 journeyman on the project.
2. On ornamental work which is normally performed by 2 ironworkers, 1 may be an apprentice.
3. No contract will be approved without such provisions unless good cause is shown by the local union explaining why they were unable to secure such items.
4. The ratio of apprentices to journeymen may be adjusted higher by approval of the general executive board.

B. The Joint Apprenticeship and Training Committee of Iron Workers Local #16 reserves the right to change, adjust, or waive this ratio in order to supply qualified journeymen to the Employer, subject to approval of the Maryland Apprenticeship and Training Council.

79. APPRENTICESHIP AGREEMENT

A. The Apprenticeship Agreement shall be signed by the apprentice and the Iron Workers Joint Apprenticeship and Training Committee. All Agreements must be registered with the Registration Agency.

B. Registration Agency shall mean the Maryland State Apprenticeship and Training Council.

80. TERM OF APPRENTICESHIP

A. The term of Apprenticeship shall not be less than 6000 hours of on the job training in an approved schedule of work experience over a period of not less than three (3) years together with the required instruction hours as covered by these Standards.

B. For the purpose of advancement the three years shall be divided into ten (10) periods. These ten periods shall be broken down in the following manner, but not necessarily in this order, providing employment is available:

- |                       |                |
|-----------------------|----------------|
| 1. Structural         | 5. Rigging     |
| 2. Reinforcing        | 6. Fencing     |
| 3. Ornamental/Glazing | 7. Welding     |
| 4. Sheeting           | 8. Fabrication |
| 9. Post-tensioning    | 10. History    |

81. APPRENTICE WAGES

Apprentices will be paid as follows:

A. Probationary Apprentice Member (Those apprentices working prior to formally entering the Apprenticeship Program).

50% of the journeyman rate and contributions to the Health and Welfare Fund, Apprenticeship and Training, Industry Advancement, III and the Organizing Fund. In addition, check-off deductions will be withheld.

B. Apprentices

Apprentices will have contributions made on their behalf to the following Funds: Health & Welfare,

Annuity, Pension, Apprenticeship Training and Industry Advancement, III and the Organizing fund.

All Apprentices will have check-off deductions withheld.

Second (2<sup>nd</sup>) year Apprentices will receive \$1.15 per hour in Annuity contributions and third (3<sup>rd</sup>) year Apprentices will receive \$2.15 per hour in Annuity contributions.

Wage Rates

First 1000 Hours	50% of journeyman rate
Second 1000 Hours	55% of journeyman rate
Third 1000 Hours	60% of journeyman rate
Fourth 1000 Hours	70% of journeyman rate
Fifth 1000 Hours	80% of journeyman rate
Sixth 1000 Hours	90% of journeyman rate

82. REPORTS

In accordance with this Collective Bargaining Agreement it shall be the responsibility of the employer's agent or foreman to file a written evaluation report monthly on each Apprentice with the Apprenticeship Program Coordinator. This report form shall be supplied by the Apprentice Office.

83. AFFIRMATIVE ACTION PROGRAM  
(Scope and Purpose)

This plan sets forth policies and procedures to promote equality of opportunity in apprenticeship with Iron Workers Local Union #16 Joint Apprenticeship and Training Committee. These policies and procedures apply to the recruitment and selection of Apprentices, and to all conditions of employment and training during Apprenticeship. Iron Workers Local #16 Joint Apprenticeship and Training Committee will take affirmative action to operate the Apprenticeship Program as required by law under Title 29 of the Code of Federal Regulations, Part 30, and the Maryland Plan for Equal Opportunity.

84. EQUAL OPPORTUNITY PLEDGE

Iron Workers Local #16 Joint Apprenticeship and Training Committee will recruit, select, refer for employment and train Apprentices during their Apprenticeship without discrimination because of race, color, religion, national origin or sex. Iron Workers Local #16 will take affirmative action to provide equal opportunity in Apprenticeship and

will operate the Apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30.

85. MANAGEMENT RESPONSIBILITIES

Local 16 and the IGEA are in agreement that no contractor shall hire any ironworker without a referral slip.

Local 16 is in agreement with a contractor accepting a replacement ironworker from local 16's hiring hall to replace an ironworker for those days missed - provided said ironworker contacts the union hall by 6:00 a.m. in the morning he will be unable to work - when job site conditions allow this to be implemented.

All management functions and responsibilities not expressly modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the Employer. More specifically the Employer reserves the right to reprimand or discharge for the following reasons.

1. Chronic Absenteeism
2. Drugs
3. Alcohol
4. Refusing to follow directions
5. Gambling
6. Failure to stay at assigned job, except for personal emergencies.
7. Quitting work and/or leaving before quitting time
8. Loitering, loafing, or sleeping on the job.
9. Theft of company property or other employees property
10. Bringing weapons on the job
11. Physically fighting on the job
12. Interfering with management co-ordination of the job

86. PROTECTION OF UNION PRINCIPLES

A. The removal of journeymen Iron Workers and apprentices from a job in order to render legal assistance to other unions to protect 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.

B. The Parties signatory to this Agreement agrees not to discriminate against any employee on the basis of race, color, religion, sex or national origin.

C. The Party or Parties signatory to this Agreement agrees not to contract or sub-contract any work, which comes under the jurisdiction of Iron Workers Local #16 to any contractor who is not signatory to a Collective Bargaining Agreement with Iron Workers Local Union #16.

87. MERIT OR OPEN SHOP

In reference to non-union work, the Local agrees to cooperate in every way it can with any signatory contractor with Local Union #16 to satisfy the actual general contract that the sub-contractor has to sign with the non-union general.

88. SETTLEMENT OF DISPUTES

A. 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 arbitrators are to select a third party 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.

B. The decision of the Board of Arbitration shall be handed down within two (2) days after the selection of the third member and the decision of the Board of Arbitration shall be final and binding upon both parties.

C. 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 of a new Agreement, changes in the wage scale or jurisdictional disputes.

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

89. STRIKES AND LOCKOUTS

A. 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 Section 88, or failure on the part of either party to carry out the award of the Board of Arbitration, or failure on the part of the Employer to pay promptly monies due to Health and Welfare, Apprenticeship, Annuity or Pension Funds and monies due to the Union for Check-Off; subject to change in the By-Laws of Iron Workers Local Union #16. Violation of the above shall permit the Union to refuse to furnish men to the Employer and to strike.

B. Each 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 that Union, the Central Labor Council or the Building and Construction Trades Council.

90. SCOPE OF AGREEMENT

This Agreement contains all of the provisions agreed upon by the Employer 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.

The Union agrees with the IGEA that negotiating a new contract will begin six months prior to the termination of the existing contract.

The Union agrees with the IGEA that any graffiti placed upon any iron being erected must be officially warranted by the erector, the union, or the general contractor.

91. SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation or such part of portion of this agreement shall not invalidate the remaining portions thereof provided, however, upon such invalidation of the Parties signatory hereto agree to immediately meet to re-negotiate provisions shall remain in full force and effect.

92. DRUG AND ALCOHOL POLICY

The health and safety of the Union Iron Workers is a matter of serious concern for the Ironworkers Local Union #16 (hereinafter "Union"). The Union is dedicated to developing for its members a drug and alcohol program and policy, which will help, maintain a safe and healthy work place for all Union members.

Drug and alcohol abuse threatens the health, safety and well being of Union Iron Workers and their families, as well as the Nation's productive resources in general.

It is well known that employees who use illegal drugs or abuse alcohol and other controlled substances, tend to be less productive, less reliable and prone to greater absenteeism, all of which raise the potential for increased cost, delay and risk on the construction project. It is also recognized that employees who abuse drugs or alcohol are a danger to themselves and to their co-workers.

For these reasons, it is the goal of the Union to aid in the elimination from the workplace the presence and effects of alcohol and all illegal drugs. With this objective, the Union intends to provide to its affiliated Contractors guidance and information, including, but not limited to, presentations from governmental entities such as the Drug Enforcement Administration (DEA), Occupational Safety and Health Administration (OSHA), Maryland Occupational Safety and Health (MOSH) and the Department of Police.

#### DRUG-FREE AWARENESS PROGRAM

The Local Union should assist employees and their families to understand and to avoid the perils of drug and alcohol abuse. It is important to deliver a message to the apprentice programs and the membership that drug and alcohol abuse is dangerous and that rehabilitation is available to assist persons who have such problems. To that end, the Union recommends a comprehensive drug-free awareness program to be considered by the Contractors and the Union.

The Drug-Free Awareness Program must inform employees and their families about: (1) the dangers of alcohol and drug abuse in the workplace; (2) the Union's recommended alcohol and drug abuse policies; (3) the availability of treatment and counseling for employees who seek such assistance; and (4) the sanctions that can be imposed for violations of the alcohol and drug abuse policies.

The Union encourages the earliest possible diagnosis and treatment for alcohol or drug abuse. Early recognition and treatment for alcohol or drug abuse is important for

successful rehabilitation and for reduced personal, family and social disruption. The Union will urge its Contractors to participate in programs designed to aid a person in overcoming drug or alcohol abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

PLEDGE

The objective of Ironworkers Local Union #16 in urging the membership to adopt drug-free awareness programs and substance abuse policies is for all members to pledge as follows:

When necessary, I agree to abide by the following and to sign a statement to that effect:

(1) I will not use, possess or distribute illegal drugs or drug paraphernalia on the job site;

(2) I will not use, possess or distribute a controlled substance on the job site;

(3) I will not use, possess or distribute alcohol on the job site;

(4) I will refrain from being under the influence of an unauthorized controlled substance, illegal drug or alcohol on the job site. (Being "under the influence of alcohol" is defined as a blood alcohol content of .02/ being "under the influence of an unauthorized controlled substance or illegal drug" is defined as testing positive at a specified ng/ml level.);

(5) I will consent to testing or to submitting a breath, saliva, urine or blood sample for testing when requested by labor or management under the terms and conditions of this policy;

(6) I will adhere to the requirement of any drug or alcohol treatment or counseling program in which I am enrolled.

(7) I understand that I am not obliged to accept the terms and conditions of this policy; however, I acknowledge that refusal to abide by these terms may result in immediate job termination.

## POLICY

The Local Union certifies that each member referred for employment is a qualified journey person and/or apprentice. With respect to past, present or future involvement or non-involvement with drug or alcohol abuse, the Union makes no representation, warranty or guarantee for any person referred by the Local Union to the Contractor. Upon initial hiring or pre-assignment, as the case may be, each employer is authorized to conduct pre-employment or pre-assignment drug testing of any Local Union referrals.

The Local Union is not responsible for ascertaining or monitoring the alcohol or drug-free status of any member. Nothing in this policy will make the Union liable to the Contractor, to any employee, or to any other person. The Contractor agrees that the Union will not be held responsible for the acts, or failure to act, tortious or otherwise, of those it refers.

All employees of the Contractor who work in a supervisory capacity over members of Local 16 shall be subject to this policy.

The Contractor agrees to pay all costs associated with the pre-employment or pre-assignment drug testing. The Contractor shall pay members their applicable rate of pay for the time lost from work while undergoing pre-employment or pre-assignment drug testing.

Where the Contractor agrees to defer drug testing after hiring a member upon referral by the Union, the Contractor reserves the right to terminate the member if the Contractor is subsequently informed from his company that the member has failed the drug test. Under such circumstances, the Contractor may terminate the member, and such discharge shall not be a breach of the Collective Bargaining Agreement in effect between the parties. It is understood that the members can only be terminated from employment for failing a drug test by the Contractor that had the test performed.

If the Contractor requires the member to await pre-employment or pre-assignment drug test results before the member is hired upon referral by the Union, the Contractor agrees to pay lost compensation for such time period for all members who take the pre-employment or pre-assignment drug test.

The Contractor may request a member to submit a breath, saliva, urine and/or blood specimen for alcohol or drug testing under the following circumstance.

(1) If a Contractor has justification to believe that because of alcohol or drug use a member may have contributed to an on-the-job accident, which results in a fatality, serious bodily injury or substantial damage to property.

Refusal to take such tests under this circumstance will be grounds for immediate termination. If a member is terminated for refusal to submit to such testing, the cause for termination on any writing shall state "Employee refused to comply with written safety policy."

Prior to the actual testing of a member under the above-described circumstances, the Contractor shall document in writing the incident and the justification for such testing. The documentation shall specify the actions of the member, the specific job site, the date and time and the length of observation of the member, and shall be signed by the supervisor who observed the incident. Copies of said writing shall be provided to the member and to a designated Union representative.

For purposes of this policy, justification shall be established by an immediate supervisor and should be confirmed by one other supervisor whenever possible. "Justification" is defined as a belief based on abnormal or unusual behavior or other circumstances sufficient to lead a reasonable person to suspect that the member is using or under the influence of an intoxicant or is in possession of an intoxicant.

Prior to drug or alcohol testing, the member shall have the right to produce a list of all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs.

Members who are subject to testing, either pre-employment, or pre-assignment, must sign, prior to testing, an approved form consenting to the testing and to the release of test results to a designated Union representative, Employee Assistance Program (EAP) Administrator, and a representative of the Contractor who shall preserve the confidentiality of the fact of testing and the test results. There shall be no disclosure of the fact of testing or the results of testing to the owner, or to any other employer or employee.

No member shall be required to sign any waiver limiting the liability of any employer, Contractor, owner, testing lab or any other person involved in the chain of custody of a specimen used for alcohol or drug testing. No member shall be required to sign any Consent Form abrogating any provision

of this policy. An approved Consent Form signed by a member shall render any other consent form previously executed by the member null and void. A sample Consent Form is attached as Appendix "A" to this policy.

The Contractor shall pay members their applicable rate of pay for the time lost from work while undergoing drug or alcohol testing when justification is asserted for such testing.

A member who test positive on an initial test (EMIT screening test) and who tests positive on an additional screening test, when required, and a GC/MS confirmatory test will be suspended on a non-disciplinary basis. Appendix "B" contains the stipulated minimum levels for positive test results. The member shall be referred to counseling through the EAP Administrator.

A member who disputes positive results shall have the right within ten (10) working days of when he was notified of the test results to have his initial sample independently retested by an authorized laboratory of his choice at his own expense. If the second lab report test reveals negative results, then both tests will be considered negative. Under these circumstances, the Contractor shall reimburse the member for compensation lost during the period of his non-disciplinary suspension.

A member whose positive test results are confirmed is expected to attend all appointments with the EAP counselor and to follow the counselor's instructions. This requirement applies to members who may or may not have problems requiring treatment. The EAP counselor, and not the member, will determine the extent of the problem, together with recommended treatment. If the member complies with this section, i.e., enters an EAP, his status as a member eligible for referral by the Local Union will not be affected, and he will be allowed access to jobs under conditions established by the program, if any.

Where a member is referred to EAP counseling, the costs of treatment shall be the responsibility of the member.

A member has the right to know the results of his test, whether positive or negative, through the Contractor from the testing entity.

94. DURATION AND TERMINATION

We agree to the one year contract.

The Agreement, with any amendments thereof, made as provided for therein, shall take effect as of April 1, 2010 and shall remain in full force and effect until March 31, 2011 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 by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice has herein 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.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date and year above written, in the City of Baltimore, State of Maryland.

EFFECTIVE DATE: APRIL 1, 2010 THROUGH MARCH 31, 2011

FOR LOCAL UNION:

FOR THE IRONWORKERS GLAZIERS  
EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Bernard F. Engel, Jr.  
Business Manager

\_\_\_\_\_  
Ronald Mantegna  
President

\_\_\_\_\_  
James Ayersman  
Vice President

**FOR THE EMPLOYER:**

**NAME OF COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**POSITION WITH COMPANY** \_\_\_\_\_

**DATE** \_\_\_\_\_

**CHECK:**

**CORPORATION** \_\_\_\_\_

**PARTNERSHIP** \_\_\_\_\_

**SOLE PROPRIETORSHIP** \_\_\_\_\_

**COMPENSATION INFORMATION:**

**CARRIER** \_\_\_\_\_

**POLICY NUMBER** \_\_\_\_\_

**AGENT** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_

APPENDIX A

Consent Form

I have carefully and thoroughly read the Ironworkers Local Union #16 Recommendations for Alcohol and Drug Policies. I agree, without reservation, to follow said Policy.

EMPLOYEE NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ BOOK NO.: \_\_\_\_\_

## APPENDIX B