

AGREEMENT

Between the

Building Contractors Association of South Jersey

And its affiliate

Associated Construction Contractors of NJ

and

LOCAL UNION No. 399

INTERNATIONAL ASSOCIATION

of

**BRIDGE, STRUCTURAL, ORNAMENTAL, AND
REINFORCING IRON WORKERS**

AFL-CIO

JULY 1, 2016 to JUNE 30, 2019



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AGREEMENT

2016-2019

LOCAL UNION No. 399 INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS AFL -
CIO

ARTICLE I

Agreement

The term of this Agreement with any amendments hereto made as provided for herein shall be from July 1, 2016 to June 30, 2019 and from year to year thereafter unless notice of change or termination is given in writing by either party to the other at least four months prior to such anniversary date. The nature of the changes desired shall be specified in the notice. Any such notice whether for change or termination shall have the effect of terminating this Agreement on June 30, 2019 or at the end of the current contract year if after June 30, 2019.

ARTICLE II

Recognition

Section 1. Of the Association:

All employers affiliated with the bargaining unit, (hereinafter referred to as the Association), subsequent to the execution of this Agreement, and who shall work under this Agreement, shall be bound by the provisions of this Agreement as a condition of said affiliation. The Association represents that it is duly authorized by all of its present members to enter into this Agreement, and to bind said members hereto as stated herein. The Union shall be notified within forty-eight hours of the affiliation or withdrawal of said employers. No bound employer may withdraw from this Agreement before the end of its termination date. A list of all individual employer members of all the Local Associations who are bound by this Agreement on its effective date is on file at the District Council office. A list of individual employer members of each Local Association, who are bound by this Agreement on its effective date, is on file at each Local Association office and Local Union office.

Section 2. Of the Bargaining Unit:

There shall be one, exclusive bargaining unit, recognized by Local 399, for all employers bound by this Agreement for the territorial, and work jurisdiction covered herein. That bargaining unit shall be the B.C.A. of South Jersey and Associated Construction Contractors of New Jersey, which shall include all present and future members, and employers for whom the said Association bargains or which it represents (all hereinafter referred to as employers). The Association is composed of employers engaged in work, coming under the jurisdiction of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers.

Section 3. Of the Union:

The Association recognizes the Union as the exclusive representative for all Iron Workers (hereinafter referred to as employees) performing work within the territorial and work jurisdiction of the Union and of this Agreement.

Section 4. Waiver:

No modification, variation, or waiver of any term or provision herein shall be valid unless agreed upon in writing by both the Association and the Union.

ARTICLE III

Purpose of Agreement

The purpose of this Agreement is to set out conditions with respect to hours of work, wages, and other conditions of employment under which employees of the employer shall work in the trade. The relationship of the parties is fully and exclusively set forth herein, and by no other means oral or written. Neither the bylaws nor constitution of the Union shall be binding upon the employer, nor shall anything therein contained affect the right of hiring, or the wages, hours, or working conditions of said employees of the employer. The general working rules of the International Union shall, however, be binding upon the employer unless specified to the contrary herein. The aforementioned conditions entered into by collective bargaining are designed to provide:

A. As far as possible the continuous employment of employees covered herein:

- B.** A prevention of strikes and lockouts through peaceful adjustment of disputes and grievances between the Association and the Union, or between the Local Association and the Union:
- C.** Stable conditions in the industry, thereby preventing waste and unnecessary and avoidable delays and expenses:
- D.** Building costs as low as possible, consistent with fair wages and conditions: and, avoidable delays and expenses.
- E.** The further establishment of the necessary procedures by which these purposes may be accomplished.
- F.** Unless a contractor is signatory, or is otherwise bound to this agreement, no members of Local 399 will be referred for work.
- G.** Wherein Local 399 determines it prudent, for the purposes of organizing nonsignatory employers, personnel may be referred, on a short-term basis, but only from the roster of the then current unemployed membership list.

ARTICLE IV

Legality of Agreement

Section 1. By Law:

All applicable regulations, ruling, or statutes of any duly qualified governmental body or agency shall govern the provisions of this Agreement, its amendment, change, interpretation, and every other thing in relation to its operation and enforcement.

Section 2. By Voidance:

Should any of the terms or provisions of this Agreement be determined to be, or held to be, in contravention of any applicable regulation, ruling, or statute of any duly qualified governmental agency, any such terms or provisions shall be null and void, without thereby affecting any of the other terms or conditions herein. The parties hereto agree, in the event of such occurrence, to meet immediately to negotiate substitute provisions for such terms or provisions rendered or declared illegal invalid.

Section 3. Liability:

All bound employers shall in good faith live up to all provisions of this Agreement. The liability of bound employers shall be several and not joint.

Section 4. Compliance with Local #68 and Local #350 Agreements:

Each employer bound hereto also agrees to comply with and be bound by the then current Collective Bargaining Agreements including but not limited to wage rates, fringe benefits and working conditions of Local Unions #68 and #350 of the International Association of Ironworkers, AFL-CIO, when working in their territory. This provision shall not apply to members of the signatory associations hereto that have given their bargaining authority to said associations.

Section 5. Waiver:

No modification, variation, or waiver of any term or provision herein shall be valid unless agreed upon in writing by both the Association and the Union.

ARTICLE V

Territorial Jurisdiction

The territorial jurisdiction of this Agreement shall be the territorial jurisdiction of Local Union No. 399, which extends halfway to the nearest outside Local Union of the International Association of Bridge, Structural, Ornamental Iron Workers, and Reinforcing Ironworkers, except Local 451. Local 399 shall have complete and entire jurisdiction of the southern part of the State of New Jersey. Local 399 shall police and represent the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers in this area insofar as wage rates, working conditions, and the policing of the area are concerned. Reference appendix "B", territorial map.

ARTICLE VI

Term

The term of this Agreement, with any amendments hereto made as provided for herein, shall be from July 1, 2016 to June 30, 2019, and from year to year thereafter unless notice of change or termination is given in writing by either party to the other at least four months prior to such anniversary date. The nature of the changes desired shall be specified in the notice. Any such notice, whether for change or termination, shall have the effect of terminating this Agreement on June 30, 2019, or at the end of the current contract year if after June 30, 2019.

ARTICLE VII

Wages, Funds, and Collection Thereof

Section 1. Hourly Wages and Fringe Benefits:

The schedule of hourly wages and fringe benefit contributions, included herewith, and referenced as Appendix "A", shall be applicable during the term of this agreement.

The union has the option of applying any amount of wages to a vacation fund, check-off, or dues. The employer agrees to make such deductions and to direct payment of same to such offices as may hereafter be requested by the union, joint management/union committee, or trustees of any such fund. The union during the term of this agreement may exercise the option to convert any part of the wage package as payments to any fringe benefit program. Any adjustments in monetary distributions will be reflected within an amended Appendix "A".

Section 2. Drawing Premium Rate:

When an employee works alone on any job and assumes the responsibility of layout and/or reading drawings, providing he/she is qualified, shall be paid \$2.00 per hour in excess of the base wage rate.

Hazardous Waste Sites:

For all work performed on hazardous waste site projects, an additional **\$3.00** per hour will be paid to all employees.

Section 3. Foreman and General Foreman:

A. To become eligible for compensation as a foreman or general foreman accreditation in blueprint reading, layout, 1st Aid/CPR, and ten-hour OSHA certification must be achieved.

- a. Whereupon, when two or more employees are employed, one shall be selected by the employer to function as a foreman, and shall be paid not less than an additional 8% per hour in excess of the base wage rate. Said premium shall be considered part of the base wage rate when it applies. The foreman is the only representative of the employer who shall issue

instructions to employees. There shall be no restrictions on the employment of foremen (pushers). The employer may employ as many foremen (pushers) on any one piece of work as in his judgment is necessary for the economical, expeditious, and safe handling of same.

B. When the employer employs more than three foremen on any job, operation, or project, he shall employ a general foreman, who shall supervise the foremen in question, and who shall be paid not less than an additional 13% per hour in excess of the base wage rate. The general foreman will be a non-working supervisor and shall not be responsible for a working gang of men. Said premium shall be considered part of the base wage rate when it applies.

C. Foreman and General Foreman Pay

- a. Foremen and general foremen shall be paid their straight time base wage rate for holidays specified herein, and for all time lost during the regular work week.
- b. Foreman will be guaranteed eight (8) hours in any given day.
- c. When working on a project scheduled for four (4) ten (10) hour days, the foremen will be guaranteed ten (10) hours on a regular workday.
- d. When ordered to work on Saturday, Sunday or Holidays foremen and general foremen will be guaranteed 8, (eight), hours pay.

Section 4. Welfare Fund.

In addition to the base wage rate, the employer agrees to contribute to the Iron Workers District Council (Philadelphia and Vicinity) Welfare Fund; the amounts agreed to in Article VII, Section 1, Appendix “A”, of this Agreement for each hour worked by his employees who are working under this Agreement, whether or not such employees are members of Local #399.

- A.** In calculating Welfare contributions, all fractions of hours shall be paid as full hours. Overtime hours are paid at the straight time hourly rate; reference Appendix “A”. The Fund shall be administered as a trust.
- B.** Employers bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing this Fund. Provided that such

Trust Rules and Regulations shall be consistent with this Agreement. Payments shall be made in accordance with Article VII, Section 8. Beginning July 1, 2016 until June 30, 2019, the Welfare contributions shall be in accord with the rates established within Appendix "A".

Section 5. Retirement and Pension Fund:

In addition to the base wage rate, the employer agrees to contribute to the Iron Workers District Council (Philadelphia and Vicinity) Retirement and Pension Fund the rate indicated in Appendix "A", for each hour worked by employees who are working under this Agreement, whether or not such employees are members of Local #399. In calculating Retirement and Pension contributions, all fractions of hours shall be rounded to the next whole straight time hour, as noted in Appendix "A".

The Fund shall be administered as a trust.

- A.** Employers bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing this Fund, provided that such Trust Agreement rules and regulations shall not be inconsistent with this Agreement. Payments shall be made in accordance with this agreement, beginning July 1, 2016 to June 30, 2019, the Pension Fund contribution shall be in accord with the rates established within Appendix "A".

Section 6. Apprenticeship Fund:

In addition to the base wage rate, the employer agrees to contribute to the Apprenticeship Fund, in accordance with the rate established in Appendix "A", for each hour worked by employees who are working under this Agreement, whether or not such employees are members of Local #399. In calculating contributions, all fractions of hours shall be paid at the straight time rate. This Fund shall be administered as a trust by the Joint Apprenticeship Committee.

Employers bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreements governing these Funds, provided that such Trust Agreements, rules and regulations shall not be inconsistent with this Agreement.

Payments shall be made in accordance with Article VII, Section 8.

Section 7. Industry Advancement Fund:

In addition to the hourly rate established within Appendix "A", the employer agrees to contribute to the BCASJ, (Building Contractors Association of South Jersey), Industry Advancement Fund, at the rate established in Appendix "A", for each hour paid on behalf of employees who are working under this Agreement, whether or not such employees are members of Local #399. Further, it is recognized that this fund is solely administered by the BCASJ. In calculating contributions, all fractions of hours shall be paid at the straight time rate, as noted in Appendix "A"

Section 8. IMPACT / Organizing Fund; Substance Abuse Program:

In addition to the hourly rate, established within Appendix "A", the employer agrees to contribute to the IMPACT FUND the amount of three quarters of one percent (3/4 of 1%) of the applicable hourly journeyman wage for each hour worked. Ironworkers Management Progressive Action Cooperative Trust (IMPACT) is a jointly trusted Cooperative Trust with federal tax exempt status under Section 501 (c)(5) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the Union Ironworking Industry through education, Training Communication, Cooperation and Governmental lobbying and legislative initiatives.

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.

Section 9. Target Fund:

In addition to the hourly rate established within Appendix "A", the employer agrees to contribute to the TARGET FUND.

Section 10. Benefit Payments:

All reports and Fund payments required in Article VII are due by the fifteenth day of the month following the period covered by such reports, and shall be accompanied by a common form to be supplied by Local 399. Said form shall contain such information concerning the details of the payments and hours worked by covered employees as is necessary for the sound administration and operation of all Funds

contained herein. A copy of said common form shall be sent with payment due to each Fund administrator. Reports and payments received in the office of the appropriate Fund administrator after the fifteenth day of the month following the period covered are delinquent, and shall be subject to forfeiture of the bond so posted and/or cash deposited for the total amount due the Funds, and in addition shall be subject to a collection charge of ten percent of the amount due to each Fund. When an employer initially becomes delinquent and should the employer continue delinquent in his reports and payments to the Funds as mentioned herein, the Union shall have the right to withhold employees covered by this Agreement from the employer, the no-strike clause of this Agreement notwithstanding, except:

- A.** No employees shall be withheld from an employer under this Section where the employer has posted a bond and/or deposited cash to secure his obligations to make reports and payments to the Funds as herein mentioned; provided the amount of the bond so posted, and/or cash deposited as security, is sufficient to satisfy all arrearages, debts, deficits, collection charges and liquidated damages due the Funds by the said employer plus interest at the rate of one and one half percent per month on said unpaid arrearages, debts, deficits, collection charges and liquidated damages; and
- B.** Any employer who has been delinquent as defined herein to any Fund(s) specified herein for two consecutive months shall make payments as specified herein to all Funds contained herein on a weekly basis until such time as the Trustees and/or administrators of said Fund(s) are satisfied that said employer can and will make said payments on a monthly basis without again becoming delinquent. All regulations and rules contained herein, including collection charges, liquidated damages, strike provisions, and other enforcement action that would ordinarily apply to monthly payments shall apply to an employer who must pay weekly, except that no written notice of delinquency shall be required once the need for weekly payment has first been established and written notice for same given. In the event that the Trustees or administrator of any Funds herein deem same desirable, the accountants, auditors, or

any authorized representative of said Trustees or administrator shall be furnished with all employer records pertinent hereto when said accountants, auditors, or authorized representatives are instructed by said Trustees to check said records of any employer bound hereto. Such records shall consist of those that may have any bearing whatsoever on hours worked by and paid to employees covered herein, and contributions and deductions made, or which should have been made, for the Fund(s) covered herein. Should the initiation of enforcement action be required to collect arrearages, debts, deficits, and collection charges as specified herein, the delinquent employer shall also be responsible by way of liquidated damages for payment of any such collection expenses, including, but not limited to, attorney and accountants fees incurred by the Trustees, even though no legal actions are actually instituted.

- C.** All sums due the trust funds pursuant to this Collective Bargaining Agreement shall be an asset of, and be vested in, the trust funds when due and owing.. The employer signatory hereto or employers otherwise bound by this agreement, shall not have any legal or equitable right, title, or interest in contributions to the trust funds when due, and any and all contributions as of the due date shall be considered trust fund assets.
- D.** An employer who refuses to permit an audit or fails to cooperate with the Funds' auditor shall be responsible for reasonable legal fees and the fee of the arbitrator if a demand for arbitration to compel an audit is filed.

Section 11. Combination Voucher Plan:

Fringe Benefit Funds: In accordance with the Agreement effective July 1, 2003 between the B.C.A. of South Jersey, (Employer bargaining agent for the industry in the jurisdiction of Local Union #399, Camden, N.J.) and Iron Workers Local #399. Fringe Benefit Fund contributions shall be made through a "Voucher Plan" commencing July 1, 2003, for all work performed under the jurisdiction of Iron Workers Local Union #399.

A. The fringe benefits included in this Voucher Plan are as follows:

- 1) The Iron Workers Local Union #399 Annuity Fund
- 2) Iron Workers Local #399 Joint Apprenticeship Fund
- 3) Iron Workers Local #399 Target Fund
- 4) Iron Workers Local #399 IMPACT/Organizing Fund
- 5) SJBCA/CIAP Fund.
- 6) Iron Workers Local 399 Vacation Plan
- 7) Iron Workers Local 399 Assessment Contribution
- 8) Iron Workers National Funds Contribution.
- 9) Iron Worker's Vacation Plan, Assessment Contributions, National Funds, and LU 399 PAC Fund are taxable.

It is agreed that all employees covered by this Agreement will remit payments on a value related to **HOURS PAID**.

Section 12. Explanation of Individual Funds:

A. Annuity Fund: Effective July 1, 1993, in addition to the base wage rate, the employer agrees to remit to the Annuity Fund, in accord with the rate established within Appendix "A", for each hour paid to employees who are working under this Agreement, whether or not such employees are members of Local Union #399. This Fund shall be administered as a Trust, and both the Local Association and the Union shall be represented by an equal number of trustees. Employers bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing this Fund, provided that such Trust Agreement Rules and Regulations shall not be inconsistent with this agreement.

B. Joint Apprenticeship Fund: Effective July 1, 1992, in addition to the base wage rate, the employer agrees to remit to the Joint Apprenticeship Fund, an hourly rate in accord with Appendix "A", for each hour paid to each employee working under this agreement, whether or not such employees are members of Local Union #399.

C. Industry Advancement Fund:

Effective July 1, 1992, in addition to the base wage rate, the employer agrees to contribute into the Industry Advancement Fund, in accord with the rate noted in Appendix “A”, for each employee working under this agreement, whether or not such employees are members of Local Union #399.

D. Vacation Fund:

Effective July 1, 2000 the employer shall deduct the sum, noted within Appendix “A”, for every hour paid to all employees covered by this agreement from the net weekly pay (after taxes). This Vacation Fund shall be administered as a trust and both the Local Association, (B.C.A.-S.J.), and the Union shall be represented by an equal number of Trustees. Employers bound by this Agreement are also bound by any rules or regulations provided that such Trust Agreement Rules and Regulations shall be consistent with this Agreement.

E. Assessments:

The Employer shall deduct, at the rate referenced within Appendix “A”, for each hour paid to all employees covered by this agreement from their net, after tax, weekly pay.

F. National Funds:

The Employer shall deduct, at the rate referenced in Appendix “A”, for each hour paid to all employees covered by this agreement from their net, after tax, weekly pay.

G. National Iron Workers Political Action League (I.P.A.L.).

H. Local 399 P.A.C. Fund:

The employer shall deduct the amount noted in Appendix “A”, for every hour paid to all employees covered by this Agreement from the net, after tax, weekly pay.

I. Ironworker Management Progressive Action Cooperative Trust

IMPACT:

Effective July 1, 2008 through June 30, 2019, in addition to the base wage rate, the employer agrees to contribute, for each employee working under this agreement whether or not such employees are members of Local Union #399, to the IMPACT program, reference Appendix "A". Fund administration includes a committee comprised of Local #399 and BCASJ members.

J. Target Fund:

The Employer and Union agree to establish the Project Targeting Trust Program "PTT Program" for the purpose of providing subsidies on specific jobs in order to enable contractors who are signatory to this Agreement to bid more competitively on certain projects in the marketplace. To implement the PTT Program, the EMPLOYER and Union further agree as follows:

- a. The EMPLOYER and Union shall establish a trust fund to be known as the "Project Targeting Trust Fund" ("PTT Fund"). The purpose of the PTT Trust Fund shall be to provide, in accordance with the PTT Program, subsidies on specific jobs in order to enable eligible employers to bid more competitively against nonunion contractors, thereby increasing employment opportunities for Local 399 members;
- b. The Association and Union incorporate by reference as if set forth in its entirety herein, the Rules, Regulations And Guidelines Governing The Project Targeting Trust Program.

ARTICLE VIII

Hours of Work, Overtime, and Payment of Wages

Section 1. Daily Straight Time Hours of Work:

Eight hours shall constitute a day's work, and such shall be made between 7:00 a.m. and 3:30 p.m., Monday through Friday scheduled 40 hours per week, unless a different agreement is reached between the employer and the Union. All scheduled overtime hours will be paid at the appropriate overtime rate. The workday shall be interrupted by a meal period, without pay, between the fourth and sixth hour of work. The meal period may be adjusted by agreement between the employer or his representative and the employees on the job. Straight time hours shall not exceed eight in any one-day or forty in any one week.

By mutual consent of Employer and Union, employees shall work 4-10 hour days. Monday through Thursday, at straight time pay. Friday shall be used as a make up day for days lost due to inclement weather or for other mutually agreed reason. If Friday is not a make up day, all hours worked on Friday shall be paid at time and one-half the regular hourly rate. When working a five day eight hour per day schedule, Monday through Friday, at straight time pay, Saturday shall be used as a make-up day for lost days due to inclement weather or for other reason agreed by mutual consent of the Employer and the Union. On prevailing rate projects and PLA projects Saturday cannot be a make up day. If Saturday is not a make-up day, Saturday shall be paid at the regular rate plus one-half. All scheduled overtime hours will be paid at the appropriate overtime rate no matter of any lost time during the normal work week.

When an employee is laid off, he/she shall receive a full day's wages. On a project that is working a four (4) day, ten (10), hour schedule the lay-off wages shall be ten (10) hours.

Section 2. Dispatch from the Hall:

- A.** Upon referral of an employee from Local 399 to an employer, for work on a job or to the employer's shop, the employee shall receive two (2) hours pay,

regardless of the circumstances precluding utilization of said employee. After original dispatch from Union Hall, employees shall receive one (1) hour show up time when they cannot work due to adverse weather conditions provided they report and remain on the job for said hour.

- B.** When an employee is directed by the employer to report for work to a job, or the employer's shop, whichever he/she has been sent to by the employer, and he/she is not put to work through no fault of his/her own or is employed for less than two hours, he/she shall receive two hours pay, unless work is prevented by weather conditions, providing he/she does report and remains on the job during the said two hours.
- C.** On jobs of more than eight (8) hours duration, (more than one day's work), the employee(s) shall receive pay for the hours that he/she actually worked, but in no event less than four hours, unless work is prevented by weather conditions and providing, he/she remains on the job during the said four (4) hours if requested to do so by the contractor.
- D.** When an employee is dispatched from the Union Hall for a one (1) day job, he/she shall be paid eight hours regardless if the job is finished for any reason before that time.

Section 3. Coffee Break:

There shall be a mid-morning coffee break not to exceed ten minutes at the employee's place of work. Where issues of safety prevail, the project supervision shall schedule breaks to coincide with other worksite disciplines. On projects working ten (10) hours shifts or more there shall be a mid-afternoon break not to exceed ten minutes at the employee's place of work.

Section 4. Holidays:

The following holidays shall be observed, and when work is performed thereon, it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, General and Presidential Election Day, Thanksgiving Day, and Christmas Day. Employees who work on Christmas Eve Day shall work four hours and shall be paid for eight hours. When Christmas falls on a Sunday or

Monday, employees shall work four hours and receive, eight hours pay on the Friday preceding the holiday. There shall be no work performed on Labor Day except to protect or save life or property. Holidays specified herein which fall on a Saturday shall be observed on Friday. Holidays specified herein which fall on a Sunday shall be observed on the following Monday. When, through no fault of their own, employees are unable to work on a regular workday due to operating engineers having a holiday, said employees shall receive two hours' pay for said day without having to report as specified in Section 2. If employees are notified, at least twenty-four (24) hours in advance of starting time not to report to work on a given day because the operating engineers observe a holiday on such day, said employees shall not be entitled to any compensation.

In the event a project is shut down for an excluded holiday, or any reason beyond the boundaries of this contract, the Contractor shall allow the Ironworker employee(s) to make-up the missed hours by working a four (4) day, ten (10) hour schedule during that work week or to effect a make-up day on Saturday, by mutual consent of the Employer and the Union.

Section 5. Overtime:

All overtime Monday thru Friday will be paid at time and one-half. The wage rate on Saturday will be time and one-half. Sundays and Holidays will be paid at the double time rate except as provided under shift work. When working Saturdays, Sundays or Holidays a full eight (8) hour scheduled shift is required unless another arrangement is mutually agreed upon by the Union and Contractor.

Section 6. Shift Work:

- A. The employer may employ multiple shifts of any duration provided they end on a Friday or by 8:00 a. m. Saturday. Should the second or third shift, extend beyond the scheduled Friday or Saturday end time, the employer will provide one full shift pay at the termination of the extended shift. If any other schedule is contemplated Local 399, and the employer, must first consult and agree on the circumstances and conditions. When a two shift schedule is established, the first, or day shift shall be eight hours at regular pay rate plus a one half hour

unpaid lunch. The second shift shall be established as an eight hour day at regular pay rate plus 10%, with a one-half hour unpaid lunch.

- B.** When a three shift schedule is determined, the first or day shift shall be 8 hours at the regular pay rate plus one half hour unpaid lunch. The second shift shall work 7 ½ hours and receive 8 hours at the regular pay rate plus 10% with a one half hour lunch. The third shift shall work 7 hours and receive 8 hours at the regular rate, plus 15% with a one-half hour lunch.
- C.** When there is no day shift, and a second or third shift is established, the following will prevail. The second shift shall be eight hours at the regular pay rate, plus 10% and including an unpaid one-half hour lunch. The third shift shall be eight hours, at the regular pay rate plus 15% with an unpaid one-half hour lunch.
- D.** When an irregular shift is necessary (shift starting after 6:00 p.m.), the shift premium shall be no less than 15% above the journeyman rate.
- E.** Separate change and locker facilities shall be provided for each person's tools and clothing items.
- F.** No employee shall work more than one shift in a 24 hours period.
- G.** When the Department of Labor does not recognize the shift premium in the prevailing wage rate schedule, the shift work premium will be waived.
- H.** All time worked before and after a regularly established shift, except wherein the shift extends beyond the scheduled Friday or Saturday termination referenced above, shall be paid at the applicable overtime rate. When a portion of the regular established shift works into Saturday, Sunday, or a Holiday that time worked shall be paid at the established shift rate.
- I.** If the employer so elects, he may work either two or three shifts in a twentyfour hour period. In cases of emergency, said emergency shall be approved by the General Executive Board of the International Union, in concert with Local 399 and the employer. Shift work performed on holidays specified herein, Saturday, Sundays, or beyond the straight time, hours shall be paid for at the appropriate overtime rate as specified in Section 5 above, beginning with the

first or morning shift. There shall be a meal period without pay on each shift. Notwithstanding the contents of the aforementioned shift work provisions, the General Executive Board of the International Union may, in special cases, determine that the aforementioned provisions shall not apply. In said special cases, the General Executive Board may state the special shift work hours and the payment for such shift work. In territories where the workday is less than eight hours per day, the shift work hours shall be shortened proportionately.

Section 7. Residential Rate:

When working on residential construction including single family, townhome or multi-family dwellings, which do not exceed four (4) stories, the hourly wage shall be eighty percent (80%) of the rate set forth in Schedule "A". The full hourly fringe benefits shall be paid in accordance with this agreement based on all hours worked including overtime hours. A project is deemed residential when seventy-five percent (75%) on the building based on square footage is zoned for residential use.

Section 8. Small Jobs at reduced rate:

Any private project that is less than 30,000 square feet, the parties involved by mutual consent may reduce the hourly wage to eighty percent (80%) of the rate set forth in Schedule "A" in order to be competitive. If the parties involved fail to agree to a wage rate reduction the rate will remain at one hundred percent (100%) of the rate set forth in Schedule "A". In any event, the full hourly fringe benefits shall be paid in accordance with this agreement on all hours including overtime hours.

Section 9. Wage Payments:

An itemized statement identifying the employer and showing hours worked, wages earned, and all tax and other deductions made shall accompany the net wages paid. All deductions shall be listed separately. The employer may withhold a reasonable amount of wages in order to make up the payroll. Employees shall be paid prior to quitting time on the regular payday, which shall be once a week on such day as agreed upon between the employer and the Union. Should pay day fall on a holiday specified herein, employees shall be paid on the last regularly scheduled workday before the holiday. In the event of inclement weather on payday, employees shall be paid no

later than 10:00 a.m. that day. All wages and fringe payments shall be by check, except when the Union has cause to doubt the financial responsibility of the employer. In all such cases, wage payments shall be in cash. When, through no fault of their own, employees are not paid by quitting time on the regular payday, or when laid off or discharged, they shall be paid waiting time until paid at the straight time base wage rate. If an employee is required to go to some point other than the job to be paid, he shall be paid for the time required to go to such place. Employees who quit on their own accord shall wait to be paid until the next regular pay day. If same day payment is impractical, for such reasons as payroll preparation requirements, jobsite delivery constraints, weather conditions, etc., next day 10:00 A. M. check delivery, to Local 399, by guaranteed delivery or courier, is acceptable. When checks are contemplated for delivery to Local 399, notice shall be provided to Local 399 by phone advice and a fax transmission noting the delivery courier, the number of employee checks, and any other information relevant to the matter.

If check(s) are not delivered by 10:00 AM on the following day that the check(s) were due, the employee(s) involved will be entitled to two hours waiting time, paid at the standard wage rate by the offending contractor. In the event the check(s) are undelivered by 12:00 PM of the second day, the employee(s) will be entitled to eight (8), hours pay. Each additional day will entitle the employee(s) to an additional eight (8), hours pay.

Section 10. Bonding:

All employers who are bound by this Agreement shall obtain a guaranteed payment bond from a reputable surety company payable to the Trustees of the Funds specified in Article VII herein in amount sufficient to cover the maximum Fund payments for a minimum period of two months, but in no event less than seventy-five thousand dollars (\$75,000.00) for payrolls with twenty-four (24) employees or less and one hundred and fifty thousand dollars (\$150,000.00) for payrolls of twenty-five (25) employees or more. In lieu of obtaining payment bonds, employer shall have the option of depositing with the Trustees of said Funds a like sum of money in cash. The Union shall have the right to require proof of bond coverage or cash deposit. In

the event that an employer bound hereto has not posted a bond or a cash deposit in the sum of one hundred and fifty thousand dollars (\$150,000.00) with the Welfare and Pension Fund office as set forth herein, then such employer shall furnish reports and make payments to the Welfare and Pension Fund office **on a weekly basis**. Should an employer fail to make this weekly remittance as required by this Section by the Monday following the week covered by such reports, such employer shall be deemed delinquent, and the Union shall have the right to withhold employees covered by this Agreement from such employer as specified in Article VII, Section 8 herein, but without regard to the written notice of delinquency and without regard to the arbitration and no strike procedures specified in this Agreement.

ARTICLE IX

Working Conditions

Section 1. Alteration, Dismantling, Moving, Repair and Re-Erection of Bridges, and other Structures:

When metal, ornamental iron, structural steel in bridges, buildings, and other structures are altered, dismantled, moved, repaired, and/or re-erected by any method or means, all work in connection herewith shall be performed by employees covered herein.

Section 2. Composite Crew:

When working in a composite crew with carpenters and stay-in-place bridge decking, employees covered herein shall receive ironworkers' wages and fringe benefits. When working area bridges composite crew with Ironworkers Local #401, Local #68, Local #451 or Local #350, Local #399 members will receive any additional benefits that the other Local's contract provides.

Section 3. Concrete Pours:

An employee covered herein shall be employed where necessary when concrete is being poured on a job. Said employees shall realign reinforcing steel, set dowels, or see that wire mesh concrete reinforcement is in proper position.

Section 4. Continuity of Employment:

No employee shall be removed or solicited to leave the employment of an employer bound by this Agreement without consulting that employer, and without the Union immediately replacing the employee.

Section 5. Discrimination:

The parties hereto agree to comply with any and all State and Federal laws, regulations, and rules guaranteeing civil rights and liberties to all persons.

Section 6. Double Jobs:

No employee shall be permitted to receive wages for more than one job at the same time.

Section 7. Drinking Water:

The employer shall at all times furnish suitable drinking water in vessels with faucet and individual paper drinking cups for employees working under this Agreement. Ice shall be furnished as and when necessary to keep the water cold due to rising temperatures.

Section 8. Equipment Removal, False Work, Piling, Rigs, Etc.:

The erection and 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 performed by employees covered herein.

Section 9. Finishers' Tools:

Employees, employed on all types of work, shall furnish for their own use all necessary hand tools to enable the effective installation of such work. Tools such as drills, hacksaw blades, taps, etc., broken on the jobs shall be replaced by the employer. Employees shall not be held responsible for the loss of tools or equipment in their charge.

Section 10. Guy and Stiff Leg Derricks:

On steel erection no less than six employees and a foreman shall be employed when working with any Guy or Stiff Leg Derrick, and on all mobile or power operated rigs of any description, no less than four employees and a foreman shall be employed, except on jobs consisting of 40 tons or less of structural steel and deck, then the crew size will be determined by the contractor. No less than six employees and a foreman shall be employed on any job where two pieces of power equipment are used to make a single individual lift.

Section 11. Material Sorting, Distributing, and Storage Points:

The sorting, distributing, and handling of all material coming under the jurisdictional claims of the Union on or about the job, or at storage points, shall be performed by employees covered herein, in accordance with International regulations and official decisions.

Section 12. Piecework:

Employees shall not contract, subcontract, work piecework, or work for less than the scale of wages established by this Agreement. The employer shall not offer and/or pay, and employees shall not accept, a bonus based on specific performance on any individual job. The Union prohibits piecework of any description.

Section 13. Plumber and Steamfitter Material:

Employees covered herein shall get the first lift of all plumbers and steamfitters' materials from cars or trucks when said lift is handled by power. When power operated equipment is used to set plumbers' or steamfitters' equipment or materials, an employee covered herein shall be used as a signal man for such setting.

Section 14. Precast, Prestressed, or Reinforced Concrete Structural Members for Bridges, Buildings, and Other Structures:

When precast, prestressed, or reinforced concrete structural members (beams, columns, girders, slabs, etc.) are used in the construction of bridges, buildings, and other structures, and power equipment such as cranes, derricks, jacks, and/or rigging is used, the work of loading, unloading, moving, and placing to complete erection shall be performed by employees covered herein.

Section 15. Production Limit:

There shall be no limitation placed on the amount of work to be performed by any employee covered herein during working hours.

Section 16. Reinforced Concrete Rod or Steel Work:

Employees covered herein shall be employed when necessary to do all work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, sorting, tying and welding of all materials including composites used in reinforced concrete construction, shall do all realigning of reinforcing steel and wire mesh, and shall place reinforcing dowels.

The installation, fabrication, and distribution of all materials associated with Post Tensioning and Pre-stressing procedures on reinforced concrete jobs shall be the work of the Reinforced Concrete Ironworker.

All pre-fabricated mats, caissons, columns, beams, and walls whether fabricated on the job or at another location shall be fabricated and installed by the Reinforced Concrete Ironworker covered herein.

The installation of reinforcing dowels into pre-drilled holes by any means necessary including epoxy, glue, grout, compounds or tying shall be the work of the Reinforced Concrete Ironworker.

Fireproofing: When structural beams or other materials are covered by wire mesh or chicken wire for the reception of any substance termed refractory, the installation of the wire mesh or chicken wire to the structural member shall be the work of the Reinforced Concrete Ironworker.

Section 17. Riveting Gangs:

Riveting gangs shall be composed of not less than four employees at all times. The employer may require heaters to have their fires going, and ready to furnish hot rivets at the regular starting time, but in such event, the heaters shall be paid one and one-half the base wage rate for such time worked before the regular starting time. When three or more riveting gangs are employed on any job, a foreman shall be employed, who shall not be required to work in any riveting gang except where emergencies arise which will require the foreman to temporarily work in the gang.

Section 18. Safety Provisions:

Employees covered herein shall at all times while in the employ of the employer be bound by the safety regulations and rules as established by the employer in accordance with the Construction Safety Act and OSHA. All mandatory safety equipment shall be provided by the Employer. The Employee shall make use of and protect all safety equipment issued by the contractor.

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

The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules. The employer shall bear the costs of all mandatory additional safety training not offered by the Local Union.

Section 19. Sheeting and Unloading:

The employer may use apprentices to unload, carry to a building site, and hoist corrugated or other types of sheeting to the place where journeymen employees shall install the same.

Section 20. Small Boat Handling:

Deckhands on boats and barges when same are used to transport materials or work relating to Iron Workers' work shall be employees covered herein, provided they have the appropriate licenses or similar credentials for undertaking such a responsibility. The handling of boats, whether manually or power operated, which are used in connection with the safety and other job assignments of Iron Workers shall be performed by employees covered herein, provided they have the appropriate licenses or similar credentials for undertaking such a responsibility. Such a safety boat, when required, shall be manned by a journeyman ironworker, in the water and available with the proper equipment used for rescue work during periods of steel erection or dismantling of steel structures over water of a depth constituting a safety hazard.

Section 21. Tools and Equipment:

The maintenance and use of all power tools and equipment used in conjunction with the Iron Workers Trade will be considered tools of the trade. These include, but are not limited to: crabs, derricks, stiff legs, winches, welding machines, small generators, compressors, forklifts, man lifts, scissor lifts, etc.; all temporary pipe used in conjunction with the above; the handling of hydraulic jacks, power operated or otherwise; reinforcing steel bending machines; and assembly and disassembly of all booms in connection with all branches of the work claimed by the Iron Workers Union shall all be installed or operated by employees covered herein.

Section 22. Tool Shed:

On each job of sufficient size and duration to justify same, the employer shall provide a trailer, room or shed for employees to change their clothes and store their tools. Where possible, the employer shall also provide a tool crib or box on jobs, under lock and key, and losses of such tools and clothing due to theft or tire when the job is not working shall be replaced by the employer, providing that all tools are registered with the employer or foreman, in writing, when taken on the job, and loss claims are registered in writing within twenty-four hours after the occurrence of such loss.

Section 23. Tower Cranes:

The assembling and dismantling of all material and tower cranes shall be the work of employees covered herein.

Section 24. Transportation:

When job conditions require that employees be transported to an actual job site, they shall be transported by omnibus. Said buses shall not leave until their time starts. Employees shall board return buses and arrive at the central location five minutes before the end of the workday. When said vehicles are used as a means of transportation to an actual job site, as portable tool sheds, or for emergency purposes, said vehicles shall be operated by employees covered herein, and shall not be used for hauling materials to, from, or on the job site.

Section 25. Unloading-Hand or Power:

Where material comes to a distant point or storage yard and is unloaded by hand, the employer may, at his discretion, use employees under a competent foreman of such crew. Where power equipment or rigging is used to unload or load such material coming under the jurisdictional claims of the Union in or about the job, it shall be the work of employees covered herein.

Section 26. Workmen's Compensation:

The employer shall at all times provide Workmen's Compensation insurance.

Section 27. Work Injury:

As a matter of safety, all employees are required to immediately report to the job foreman and/or the employer, any injury, accidents, or incidents. When an employee is injured in a shop, or on the job, the employer shall take charge of the employee and see that he is given first aid. If seriously injured, the employer shall accompany the employee to the hospital or his home, or shall appoint someone medically qualified to accompany the employee, who shall be the steward, if medically qualified.

Section 28. Work Jurisdiction:

It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the Charter grant issued by the American Federation of Labor to the International

Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, and that, which is primarily within the recognized and traditional jurisdiction of the Union. The International Association 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, bar joist, blast furnaces, book stacks, boilers (sectional water tube, and tubular), boxes, brackets, bridges, bucks, buckheads, 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 cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, fascias, false work, fans, fencing, fire escapes, fins, flag poles, floor construction and flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating, grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists (precast, prestressed and poststressed), kalomeined doors, kilns, lintels, lockers, locks, louvers, machinery (moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows and enclosures, mixers, monorails, multi-plate, operating devices, ovens, pans, panels (insulated and non-insulated, panels of any trade name including but not limited to Drivet panels and similar systems, factory and field assembled), pen stocks, pile drivers, plates, porcelain enameled panels, prefabricated metal

buildings, pulverizers, racks, railings (including pipe), railroad bridgework and maintenance, reservoirs, rigging (including shipyards, navy 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, solar panel erection, spandrels (metal and precast concrete), spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtain, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, towers, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, window wall, wire work; wrecking and dismantling of all of the above and all housesmith work and submarine diving and the erection and dismantling of all batch plants, whether permanent or temporary, in connection with or about the same. The fabrication, production, unloading, distribution, erection, construction, installation, assembly and/or disassembly of all pre-fabricated, pre-assembled or pre-engineered building, regardless of composition, is the work assignment of the iron workers. Technology changes are constantly occurring in the manufacturing processes of producing building components which modify the composition (or gauge) of the materials used to achieve the final products but are still designated and manufactured to function the same as products which are traditionally manufactured products in carbon steel, high strength steel or stainless steel. In these aluminum, bronze or any other metallic instances where the professional designers may substitute a high strength carbon fiber or steel fiber injected into fiber reinforced polymer to replace a steel product which would otherwise then have to be painted; the polymers need no paint and the carbon or steel fibers provide the strength for the polymer product precisely the same as the load bearing steel shapes have performed in the traditional production process. In every case, whenever a pultruded or cast fiber reinforced polymer, aramid, epoxy, polyester or other fiber reinforced plastic product is replacing or substituting or working in conjunction with traditional metal sections, products or structural shapes, the work of erecting or installing the modified product is the work of the Ironworker, without any exceptions. The above claims are subject

to trade agreements and decisions of the Impartial Jurisdictional Disputes Board and Appeals Board as specified in Article XIII, Section 1, herein.

Section 29. Work out of Territorial Jurisdiction:

Employees shipped to jobs or work out of the jurisdiction of the Union shall receive transportation, traveling time, and expenses provided they remain on the job thirty days, or until the job is completed if it requires less than thirty days. Employees shipped to a job and not put to work, weather permitting, or if the job is not ready for them to go to work, shall be paid the straight time base wage rate for such time, or such employees shall be shipped back to the shipping point with time and transportation paid by the employer.

Section 30. Wrecking and/or Demolition:

Where structural steel on bridges, buildings, and other structures is dismantled and demolished, and power equipment (cranes, derricks, rigging, etc.) is used in the dismantling of the structural steel, the handling and loading of same shall be done by employees covered herein.

Section 31. Clean up:

It shall not be a violation of this Agreement if an Employer directly assigns and/or subcontracts work covered by this Agreement to an Employer that is signatory to a Collective Bargaining Agreement with another recognized building trade union, where the work in question is within the recognized and traditional jurisdiction of another Union with which the employer has an Agreement, and where the Employer has a history of using another trade to perform the work in question. Employees covered herein will be responsible for all clean up and removal of any debris produced in the course of any jurisdictional work process contained within. Employees will also clean and prepare any work area when necessary for the initiation of any work process covered within.

Section 32. Fire Watch / Confined Space Watch :

Fire Watch, Confined Space Watch or any additional safety personnel directly required or associated with the work operations contained within this agreement will be staffed by the employees covered herein. Any additional specialized training or equipment will be the responsibility of the Employer.

ARTICLE X

Right and Obligations

Section 1. Business Agent:

The Business Agent of the Union shall have access to all jobs, and shall not interfere with the work of employees on the job.

Section 2. Job Steward:

The Union Business Agent shall appoint one working steward from among the employees on the job to act as a representative of the Union in connection with Union business. He/she shall keep a record of employees laid off or discharged, and shall take up all grievances on the job and try to have same adjusted. In the event the steward cannot adjust them, he/she shall promptly report that fact to the Business Agent, who shall report same to the proper officer of the Union so that efforts can be made to adjust any matter without a stoppage of work. He/she shall see that the provisions of this Agreement are complied with the report to the Union any true conditions and facts. The steward shall promptly take care of injured employee(s) provided he/she is medically qualified to do so. If medically qualified, he/she shall accompany an injured employee to home or hospital, as the case may require, and shall report the injury of said employee to the proper officers of the Union without loss of time to do so. The steward shall not have authority to cause a work stoppage on any job of a fair employer. The steward shall complete and submit a weekly Steward's Report to the Union Hall in a timely manner. A steward failing to fulfill his duties shall be subject to censure by his Union, and shall also be subject to a penalty upon conviction of charges provided for in the International Constitution. The employer agrees that the steward will not be discharged, until after proper notification, (at least twenty-four (24) hours), has been given to the Local

Union. When employees are laid off, the steward shall be the last person laid off provided he/she is capable of performing the work in question.

Section 3. Subcontractors:

A. The employer agrees not to subcontract or sublet any work covered by this Agreement to any corporation, firm, or person not in contractual relations with the International Association of Bridge, Structural, and Ornamental Iron Workers, or any of its affiliate Local Unions.

B. Any employer signatory to this Agreement shall also become signatory to a Collective Bargaining Agreement with other local union of the International Association of Ironworkers when such employer operates under the work jurisdiction of the International Association anywhere in the territory of the Ironworkers District Council of Philadelphia and vicinity so as to insure the maintenance of wages, area standards and conditions of employment in all such others areas. It shall not be a violation of this Agreement if an employer directly assigns and/or subcontracts work covered by this Agreement to an employer that is signatory to a Collective Bargaining Agreement with another recognized building trades union, where the work in question is within the recognized and traditional jurisdiction of another Union with which the Employer has an agreement, and where the Employer has a history of using another trade to perform the work in question.

ARTICLE XI

Union Shop Clause

All employees who are members of the International Association of Bridge, Structural, and Ornamental Iron Workers on the effective date of this Agreement shall be required to remain members of the Union in good standing as a condition of employment during the term of this Agreement. All employees shall be required to become and remain members of the Union in good standing as a condition of employment from and after the seventh day following the date of their employment, or the effective date of the Agreement, whichever is later.

ARTICLE XII

Assistance to Other Unions

This Agreement does not deny to the Union or its representatives any right that may be permitted to them under existing laws to render assistance to other labor organizations by lawful removal of its members from jobs when necessary and proper to protect the interests and security of such labor organizations. Support for actions of other unions shall include advice to the Local 399 signatory employer and modified upon consideration of the repercussions such support may engender. No removal shall take place, however, until such action has first been approved by the General Executive Board of the International Union, and until notice is first given to the employer involved.

ARTICLE XIII

Disputes and Procedures

Section 1. Jurisdictional Disputes:

It is agreed between the parties hereto that this Agreement is applicable to construction work that is primarily within the recognized and traditional jurisdiction of the Union, and said work shall be performed in accordance with the terms of this Agreement. It is further agreed that should an employer bound hereto be required to perform construction work that is within the recognized and traditional jurisdiction of another union, or which work is claimed by another union, then work assignments shall be made in accordance with and shall be subject to agreement and decisions of record recognized by the Building Trades Department, AFL-CIO established trade practice, or prevailing area practice, with due regard, however, to the efficiency and economy of operations. If the Union is still aggrieved over any assignment after discussion between the employer and the Business Agent(s) of the Union(s) involved, an attempt shall be made to settle the dispute by discussion between the Business Agent(s) of the Union(s) involved and a representative of the employer. If the matter is not resolved in this manner, the parties involved may then agree to select an

impartial third party as provided in Section 2 below. Pending an orderly resolution of this matter, there shall be no interruption of work by a work stoppage, strike, or refusal to refer men to the project by the Union.

Section 2. Disputes and Grievances:

The following shall be the procedure to be followed with respect to all disputes of any nature whatsoever (except jurisdictional disputes as provided in Section 1 above and except any disputes arising under Article VI above) which may arise between the parties hereto or their individual members involving the interpretation or application of this Agreement during its term.

- A.** If the dispute affects, or arises on, a particular job or operation, an attempt shall be made to settle it by discussion between the foreman and/or the superintendent on the job or operation, and the steward on the job or operation and/or the Union's Business Agent.
- B.** If the discussion provided for in paragraph (A) above does not result in a prompt settlement of the dispute, or if the dispute affects or involves more than one job or operation, an attempt shall be made to settle the dispute by discussion between the Business Agent of the Local Union and a representative of the employer. If such discussion does not result in a prompt settlement of the dispute and either the employer or the Union desires further action respecting such dispute, such further action shall be arbitrated in the manner hereinafter set forth.
- C.** The employer or the Union, whichever decides there shall be further action on the dispute, shall notify the other in writing by registered mail of its intention to submit the dispute to arbitration, and shall, simultaneously, file with the American Arbitration Association a written demand for arbitration of said dispute, whereupon an arbitrator shall be appointed in accordance with the then prevailing rules of the Labor Arbitration Tribunal of said American Arbitration Association, except that if the parties hereto fail to agree upon any of the persons named in the first list submitted by the American Arbitration Association to the parties, or if those named in said list decline or are unable to act, and if for any reason the appointment cannot be made from such first submitted

list, the American Arbitration Association shall send a second list of names of persons from its Panels, and thereafter proceed in accordance with its rules aforesaid. The arbitrator thus appointed shall hold hearings as promptly as possible, and shall render his award in writing, within 30 days. Such award shall be final and binding upon the employer and the Union and upon their respective principals or members. In considering his award, the Union, and said work shall be performed in accordance with the terms of this Agreement. It is further agreed that should an employer bound hereto be required to perform construction work that is within the recognized and traditional jurisdiction of another union, or which work is claimed by another union, then work assignments shall be made in accordance with and shall be subject to agreement and decisions of record recognized by the Building Trades Department, AFL-CIO established trade practice, or prevailing area practice, with due regard, however, to the efficiency and economy of operations. If the Union is still aggrieved over any assignment after discussion between the employer and the Business Agent(s) of the Union(s) involved, an attempt shall be made to settle the dispute by discussion between the Business Agent(s) of the Union(s) involved and a representative of the employer. If the matter is not resolved in this manner, the parties involved may then agree to select an impartial third party as provided in Section 2. Pending an orderly resolution of this matter, there shall be no interruption of work by a work stoppage, strike, or refusal to refer men to the project by the Union.

Section 3. Strikes and Lockout:

It is agreed that there shall be no slow downs, strikes, or work stoppages of any character whatsoever by the Union or its members, either individually or collectively, and that there shall be no lockouts by the employer during the term of this Agreement. This provision shall not apply; however, should either party hereto refuse to submit the matter in dispute to arbitration as provided for herein, or to abide by the decision of the arbitrator; when an employer has not paid employees wages in full and on time as specified herein; or when the Union has been advised by the administrator of any Fund specified herein that an employer is delinquent as specified.

ARTICLE XIV Apprentices

Recognizing the need to maintain continuing support of apprenticeship and similar training programs in the Construction Industry, the employer shall, to the extent permitted by job conditions, employ apprentices to perform work which is performed by the Union and which is within his capability. All apprentices shall come under the jurisdiction of the Union and the Joint Apprenticeship Committee, and shall abide by the apprenticeship standards of said Committee. All apprentices shall work under the supervision of working journeymen. Both the Local Association and the Union shall have an equal number of representatives on the Joint Apprenticeship Committee. Apprentice compensation shall be set by the Local Joint Apprenticeship Committee.

Compensation at the time this Agreement was signed follows:

Percent	Period	Hrs.
60% plus full benefits	1 st 12 Mo.	1,400
75% plus full benefits	2 nd 12 Mo.	2,800
85% plus full benefits	3 rd 12 Mo.	4,200

Apprentices who receive credit for previous experience in the trade shall be paid, upon entrance into the program, the wage rate of the period to which such credit advances them. Apprentices who complete the last 1000 hours and who fail to pass the required journeymen examination may elect to serve another six months in the program, for which they shall be paid the wage rate of the last 1,000 hour period. One apprentice shall be permitted to four journeymen on all work except on ornamental and spinning work. On ornamental work, one apprentice shall be permitted to one journeyman based on the annual average employment of journeymen employees by the employer in question. On the spinning of cables on suspension bridges, one apprentice shall be permitted to each journeyman.

ARTICLE XV Maintenance of a Drug Free Work Place

The signatory parties recognize that substance abuse is an illness that creates serious problems for workers, their families, the workplace, and the community; that the illness acknowledges no boundaries of age, race, or socioeconomic status; that punishing the victim will not eradicate the problem. When dealing with substance abuse, efforts must be made to focus on substance abuse education and behavior modifications as well as reasonable sanctions in order to assist the individual to become a more productive. Therefore, efforts must focus on treatment of the illness and restoration of the victim to a meaningful productive life.

The signatory parties recognize that a cooperative and constructive effort is needed to overcome the impact of substance abuse on safety, productivity, quality of work, and morale.

The signatory parties agree to act in accordance with IMPACT's Drug and Alcohol Screening Policy and to comply with IMPACT's Drug and Alcohol Screening Procedure Manual.

It is agreed that by mutual consent a review of any contract issue(s) may commence, at any time, without causing a change to this agreement. If the parties reach a modified agreement then such issues and matters will be made part of this agreement. If no understanding can be reached, this contract shall remain in place.

IN WITNESS HEREOF, the said Contractor Associations has caused its name by its President of BCA of SJ, Michael Alliano and Chief Executive Officer of ACC of NJ, Jack Kocsis Jr, to be hereunto set, and the said Union, International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local 399, AFL-CIO, has caused its name by Richard M. Sweeney, its Business Manager, to be hereunto set this day of July 1, 2016.

BUILDING CONTRACTORS ASSOCIATION OF SOUTH JERSEY

BY:

Michael Alliano - President

July 1, 2016

ASSOCIATED CONSTRUCTION CONTRACTORS OF NEW JERSEY

BY:

Jack Kocsis Jr. - CEO

July 1, 2016

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS, LOCAL
UNION #399, AFL-CIO**

BY:

Richard M. Sweeney –Business Manager

July 1, 2016

AGREEMENT

It is hereby mutually agreed that _____ will employ members of Local Union No. 399 of the International Association of Bridge, Structural Ornamental and Reinforcing Ironworkers in accordance with the foregoing Agreement and the B.C.A. of South Jersey and Associated Construction Contractors of New Jersey signatories thereto.

It is further mutually agreed that _____ hereby accepts all conditions contained in the foregoing Agreement between Local Union No. 399 and the B.C.A. of South Jersey and Associated Construction Contractors of New Jersey signatories thereto.

IN WITNESS WHEREOF, the parties have by these presents hereunto set their respective hands and seals the day and year aforesaid.

Dated this _____ day of 20_____.

For the Employer:

(Name)

(Address)

(City)

(State)

For Local No. 399 International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

(Name)

(Title)

AGREEMENT

Between the

BUILDING CONTRACTORS ASSOCIATION of SOUTH JERSEY

And its affiliate

Associated Construction Contractors of NJ

and

LOCAL UNION No. 399

INTERNATIONAL ASSOCIATION

of

BRIDGE, STRUCTURAL, ORNAMENTAL

AND REINFORCING IRONWORKERS

AFL-CIO

JULY 1, 2016 to JUNE 30, 2019

APPENDIX “A”

Hourly Wage, Benefits, and Contribution Matters

APPENDIX “A”

Hourly Wage, Benefits, and Contribution Matters

The monetary allocations noted herein may change with any wage and/or benefits increase or reallocation of same.

SCHEDULE OF 2016 – 2019 CONTRACT WAGE/FINGE BENEFITS INCREASES

Increase Date	Duration	Wage/Fringe Amt	Percentage Increase	Total Package
July 1, 2016	Six Months	\$1.46	2%	\$74.36
January 1, 2017	Six Months	\$0.73	1%	\$75.09
July 1 2017	Full year	\$2.26	3%	\$77.35
July 1, 2018	Full Year	\$2.32	3%	\$79.67

This schedule of hourly wages and fringe benefit contributions shall be applicable during the term of this agreement. The union has the option of applying any amount of wages to a vacation fund, check-off, or dues. The employer agrees to make such deductions and to direct payment of same to such offices as may hereafter be requested by the union, joint management/union committee, or trustees of any such fund(s). The union during the term of this agreement may exercise the option to convert any part of the wage package as payments to any fringe benefit program. Any adjustments in monetary distributions will be reflected within an amended Appendix “A”.

Benefit Type	Current 6-30-16	Effective 7-1-16	Effective 1-1-17	Effective 7-1-17	Effective 7-1-18	
Journeyman Base Wage	\$35.28	TBD	TBD	TBD		Remarks
Pension	\$12.05					Per hours worked
Welfare Fund	\$8.20					Per hours worked
Annuity Fund	\$6.30					Per hours paid
Joint Apprentice Fund	\$0.70					Per hours paid
IMPACT Fund	\$0.30					0.75% of base wage
SJBCA / CIAP Fund	\$0.25	\$0.25				Per hours paid
Target Fund	\$0.50	\$0.50				Per hours paid
* 399 PAC Fund	\$0.25	\$0.25				Per hours paid
* Vacation Fund	\$6.25	\$6.25				Per hours paid
* Work Assessment	\$2.68					6% of base wage
Organizing Fund	\$0.10					0.25% of base wage
* IPAL Fund	\$0.04	\$0.04				Per hours paid
<i>Employer Contrib.</i>	<i>\$28.30</i>					As directed/CBA
<i>Employee Contrib.</i>	<i>\$ 9.32</i>					Per hours paid
<i>TOTAL PACKAGE</i>	<i><u>\$72.90</u></i>	<i>\$74.36</i>	<i>\$75.09</i>	<i>\$77.35</i>	<i>\$79.67</i>	

• * refers to employee contributions, deducted after taxes

Note: Local Union 399 will provide wage increase distribution changes as they become effective. This schedule is provided solely to establish a basis for referenced contract items and may be superseded at any time.

AGREEMENT

Between the

BUILDING CONTRACTORS ASSOCIATION of SOUTH JERSEY

And its affiliate

Associated Construction Contractors of NJ

and

LOCAL UNION No. 399

INTERNATIONAL ASSOCIATION

of

BRIDGE, STRUCTURAL, ORNAMENTAL

AND REINFORCING IRONWORKERS

AFL-CIO

JULY 1, 2013 to JUNE 30, 2016

APPENDIX “B”

Territorial Map

The Territorial jurisdiction of this Agreement shall be the territorial jurisdiction of Local Union No. 399, which extends halfway to the nearest outside Local Union of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, except Local No. 451, Local No 401 and Local No. 405 which have the Delaware River as the dividing line. Local No. 399 shall police and represent the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers in this area of Southern New Jersey insofar as wage rates, working conditions and the monitoring of the area concerned. A copy of the Territorial Map is displayed at Local No. 399’s Union Hall for review.