

**COVER PAGE**

**AGREEMENT BETWEEN**

**IRONWORKERS LOCAL UNION #787**

**OF THE**

**INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND REINFORCING  
IRON WORKERS**

**AND THE**

**PARKERSBURG-MARIETTA  
CONTRACTORS ASSOCIATION, INC.**

**PARKERSBURG, WEST VIRGINIA**

**JUNE 1, 2016 THROUGH NOVEMBER 30, 2021**

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**THIS AGREEMENT** is made and entered into this first day of June, 2016, by and between the Parkersburg-Marietta Contractors Association, Inc., hereinafter referred to as the "Employer", and the Local Union No. 787 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (hereinafter referred to as the "Union".)

## **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 expense, 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. It is further understood that no liability shall arise on the part of the Employer or the Union by reason of any unauthorized act by any Employee or member respectively, unless and until such unauthorized act is brought to the attention of the Employer or the Union, and that party is given a reasonable opportunity to correct said act or ratify same.

It is understood that the negotiating committee for the aforementioned Employer and the negotiating committee for the Union are acting only as agents in the negotiation of this contract, and that the negotiating committee for the Employer is the agent only for those individuals, partnerships, and corporations who have authorized them so to act, and the negotiating committee for the Union is agent only for the Union negotiating committee be bound or held liable in any manner for any breach of this contract by any of the contractors, employees, or members of the Union.

## **CRAFT JURISDICTION**

A. This Agreement covers all field erection and construction work traditionally performed by and coming under the jurisdiction of the Association. The Employer recognizes that the claimed scope of work covered under this Agreement by the Associations is that provided for but not limited to the jurisdictional claims contained within the charter grant issued by the AFL to the Association and contained in Article 4 of the Association's Constitution.

B. Agreements, National in Scope between Iron Workers International Association and other International Unions covering work jurisdiction and allocation and division of work among employees represented for all purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer.

C. It is understood and agreed that employers signatory to this Agreement shall not sign a stipulation to be bound by the terms of the Agreement establishing the Impartial Jurisdictional Disputes Board nor be bound by its decisions. Any such stipulation that previously may have been entered into or on behalf of the Employer is rescinded by execution of this contract. It is further understood that the parties to this Agreement shall not submit any dispute to the Impartial Jurisdictional Disputes Board.

D. The foregoing Section C shall remain in full force and effect until such time as all other employers in the construction industry having agreements with the Iron Workers Union, and all other unions affiliated with the Building and Construction Trades Department, have signed a stipulation to be bound by the terms of the agreement and decisions of the Impartial Jurisdictional Board.

E. In the event of any dispute as to jurisdiction of work covered by the terms of this Agreement being claimed by unions other than those affiliated with the Building and Construction Trades Department, then such disputes shall be referred to the International Unions involved, for determination by whatever procedures they may adopt and the work shall proceed as assigned by the Individual Employer until such determination by the International Unions in any given jurisdictional determination shall be implemented immediately by the individual Employer involved. There shall be no strikes, work stoppages, or other interferences with the work by reason of jurisdictional disputes.

## **NON-DISCRIMINATION**

It is mutually agreed that the Contractors and the Union shall abide by all of the laws of the United States and the respective States and lawful orders thereof in non-discrimination and fair employment practices. The Contractors nor the Unions shall discriminate against, nor limit employment opportunities of any employee, applicant for employment, or applicant for Union membership or apprenticeship training because of race, color, religion, sex, age, national origin or ancestry.

## **UNION SECURITY**

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

## **MANAGEMENT RECOGNITION AND RIGHTS**

The Employer retains full and exclusive authority for the management of his operation. Except as expressly limited by other provisions of this Agreement, the Employer shall have the right to plan, direct and control the operation of all his work and his working forces, including hiring, selection of foremen, assignment of employees to their jobs, promotion, demotion, transfer, suspension or discharge of employees for proper cause, lay-off of employees because of lack of work or for other legitimate reasons. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of employees.

## **TERRITORY**

The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 787 which has jurisdiction over the following counties in Ohio: Morgan, Noble, Washington, Athens, Meigs; and the following counties in West Virginia: Mason, Jackson, Wood, Pleasants, Wirt, Ritchie, Roane, Calhoun, Lewis, Gilmer, Doddridge and Upshur.

## **WORK HOURS PER DAY**

Eight (8) continuous hours shall constitute a day's work, from 7:00 a.m. to 5:00 p.m., from Monday through Friday. Noon hour may be curtailed by agreement with the men on the job and the contractor representative. When members are required to work overtime, a paid lunch time, one half (1/2) hour in excess of two (2) hours overtime work, and in excess of every four (4) hour overtime thereafter.

Forty (40) hours, Monday through Friday, shall constitute a regular week's work.

The Employer may change the work week from five days at eight hours per day to four days at ten hours per day and back again provided the Union and GEB is given a minimum of five calendar days written notice of such change and such change shall begin on Monday.

Changes in the work hours per day in special cases may be made to meet special conditions upon applications to and approval of the Local Union and General Executive Board.

Daylight saving time, either voluntary or mandatory, may be observed.

Employees shall be at their places of work, prepared to start to work at the regular starting time, provided the shed or room for the employees to change their clothes is adjacent to or within a reasonable distance from their work.

## SHIFT WORK

- FIRST SHIFT - 8 hours work at regular rate of pay.
- SECOND SHIFT - 8 hours work at regular rate of pay plus 15% differential.
- THIRD SHIFT - 8 hours work at regular rate of pay plus 15% differential.

CLARIFICATION AS FOLLOWS: Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive workdays. Saturday and Sunday, if worked, can be used for establishing the 5-day minimum shift work period. (EXAMPLE: Wednesday, Thursday, Friday, Saturday, and Sunday). The workweek for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift on Friday. The first or day shift shall work a regular eight (8) hour shift. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus 15%. Work in excess of eight (8) hours per shift shall be paid at the applicable overtime rate. If three shifts are worked, the Day Shift shall start at 8 a.m. and end at 4 p.m. with the pay for eight hours. The Afternoon Shift shall start at 4 p.m. till 12 p.m. with pay for eight hours at regular rate plus 15%. The Night Shift shall start at 12 p.m. and work till 8 a.m. with pay for eight hours at the regular rate plus 15%. Any time worked in excess of the above-mentioned shifts shall be paid regular rate plus 15% at the applicable overtime rate. When three shifts are worked, the workweek shall start at 12:01 a.m. Monday. When three (3) shifts are worked, there will be a 1/2 hour lunch period.

## OVERTIME AND HOLIDAYS

All time worked before and after the established workday of eight hours, Monday through Friday, and all time worked on Saturdays, shall be paid at the rate of time and one-half (1 ½). All time worked on Sundays and recognized holidays shall be paid at the rate of double time (2x). No work shall be performed on Labor Day except to save life or property.

When overtime or premium time is required on any job, the Ironworkers who have been employed thereon the last day shall not be substituted for by any other Iron Workers, unless such Iron Workers are no longer on the Employer's payroll. This clause shall not apply to shift work.

The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving. If a holiday falls on a Sunday, the following Monday shall be observed.

## WAGE INFO

The following wage rates shall be effective with the first day of the first full payroll week in the month and year of the effective date hereof. **Please see attached wage sheet or contact Local Union for current/updated wage sheet.**

FOREMEN shall receive not less than \$2.00 per hour above Journeyman Scale.

GENERAL FOREMAN shall receive not less than \$2.50 per hour above Journeyman Scale.

APPRENTICES shall be paid not less than the following minimum percentages of the Journeyman rate:

- a) As per Local Union Apprenticeship Standards Clause.
- b) All apprentices will receive full fringe package.

### **Apprentice Ratio:**

- a) One apprentice to 4 journeymen on the project, if available
- b) On ornamental work which is normally performed by 2 ironworkers, 1 may be an Apprentice, if available.

## PIECEWORK

It is further agreed that the Employees will not contract, subcontract, work piecework, or work for less than the scale of wages established by this Agreement. The Employers agree not to offer and/or pay, and the Employees will not accept a bonus based on specific performance on any individual job.

## PRODUCTIVITY AND EQUIPMENT CLAUSE

The Union shall place no limitation upon the amount of work which an Employee shall perform during the working day, and there shall be no restriction imposed against the use of any type of tools, or labor-savings devices.

The number of men to be employed is also at the sole discretion of the Contractor except as otherwise provided for in this Agreement, and the fact that certain classifications are established does not mean that the Contractor must employ employees for any one or all such classifications unless the Contractor has need for such employee.

Slowdowns, forcing of overtime, spread work tactics, standby crews and featherbedding practices have been and are condemned.

## NATIONAL WORK RULES

1. The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such foreman, the employer will give primary consideration to the qualified men available in the local area. After giving such consideration the employer may select such men from other areas. Foremen and general foremen shall take order from individuals designated by the Employer.

2. The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.

3. Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.

4. There shall be no limit on production by workmen nor restriction on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

5. Practices not a part of terms and conditions of collective bargaining agreement will not be recognized.

6. Slowdowns, standby crews and featherbedding practices will not be tolerated.

7. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory function. There shall be no non-working stewards.

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

9. When a local union does not furnish qualified workmen within 48 hours (Saturdays, Sunday, and Holidays excluded), the Contractor shall be free to obtain workmen from any source.

10. It is agreed that overtime is undesirable and not in the best interests of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

11. If the contractor so elects, he may work shift work at a rate negotiated in the applicable agreements. If the agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiations for a specific project. The employer shall determine the crafts and number of men to be assigned to each of the shifts so established.

## **PAYDAY**

The regular payday shall be once a week on such day as agreed upon between the Employer and the Local Union, and wages shall be paid before quitting time, and wages are to be paid in cash or other legal tender.

Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll not to exceed four (4) working days with payday being no later than quitting time Friday.

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

When job is closed or shut down temporarily, by the Employer, the Employer must pay the employee in full before the regular quitting time on day of lay-off or shut down.

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

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

### **All Fringe Benefits With The Exception Of Annuity Are Based On Hours Worked**

**Please see the attached wage sheet or contact Local Union for current/updated wage sheet.**

## WELFARE, PENSION AND ANNUITY

WELFARE TRUST: Each Employer who is subject to the provisions hereof shall be bound by all the terms and provisions of the Agreement and Declaration of Trust dated August 1, 1952, as amended and as the same may hereafter be amended from time to time, which established and which governs the operations of the Iron Workers District Council of Southern Ohio & Vicinity Welfare Trust. That document shall be deemed to be a part of this Collective Bargaining Agreement as though set forth herein at length. Unless the Employer has already done so, each Employer who is subject to the provisions hereof shall enter into a signed Participation Agreement with the Trustees of the Trust in a form prescribed by the Trustees.

Effective June 1, 2010, each Employer agrees to pay to the Iron Workers District Council of Southern Ohio and Vicinity Welfare Trust no less than the set amount for each hour **worked** as determined by the trustees of the Fund required through the life of this Agreement.

PENSION TRUST: Each Employer who is subject to the provisions hereof shall be bound by all the terms and provisions of the Agreement and Declaration of Trust dated October 30, 1962, as amended and as the same may hereafter be amended from time to time, which established and which governs the operations of the Iron Workers District Council of Southern Ohio & Vicinity Pension Trust. That document shall be deemed to be part of this Collective Bargaining Agreement as though set forth herein at length. Unless the Employer has already done so, each Employer who is subject to the provisions hereof shall enter into a signed Participation Agreement with the Trustees of the Trust in a form prescribed by the Trustees.

Effective June 1, 2010, each Employer agrees to pay to the Iron Workers District Council of Southern Ohio and Vicinity Pension Trust no less than the set amount for each hour **worked** as determined by the trustees of the Fund required through the life of this Agreement.

ANNUITY TRUST: Each Employer who is subject to the provisions hereof shall be bound by all the terms and provisions of the Agreement and Declaration of Trust dated April 27, 1971, as amended and as the same may hereafter be amended from time to time, which established and which governs the operations of the Iron Workers District Council of Southern Ohio & Vicinity Annuity Trust. That document shall be deemed to be part of this Collective Bargaining Agreement as though set forth herein at length. Unless the Employer has already done so, each Employer who is subject to the provisions hereof shall enter into a signed Participation Agreement with the Trustees of the Trust in a form prescribed by the Trustees.

Effective June 1, 2010, each Employer agrees to pay to the Annuity Trust no less than the set amount for each hour **paid** as determined by the trustees of the Fund required through the life of this Agreement.

Reports for the Health and Welfare, Pension and Annuity Funds shall be rendered monthly for a four-week or five week period, as appropriate; in each report a fraction of less than one-half (1/2) hour in connection with an Iron Worker shall not be paid for, and a fraction of one-half (1/2) hour or more shall be paid for as one (1) hour. In computing the payments to be made by each Employer into the Trust there shall be included, the payments made for shift differential, paid reporting time, paid holidays, paid vacations, and all other items for which payment is provided. Employers reports and contributions based upon hours worked in any month shall be paid and are due in the office of the Pension Trust on or before the fifteenth day of the following month. For the late filing of reports and for the late payment on contributions, liquidated damages shall be assessed in conformity with the then current policies of the United States Internal Revenue Service with respect to late filings and payments to it; under the foregoing, the following charges presently prevail in 1981:

(a) for late filing of reports, 5% of the amount of the contribution covered by the report per month, not to exceed 25%; (b) for late payment of contributions, (1) 0.5% per month, not to exceed 50 months, except that for the first five (5) months of concurrent late reporting and also late payment this 0.5% shall be included in the 5% in (a) above, plus (2) interest at the rate of 1% per month on all delinquent payments until paid, but the liquidated damages provision is computed separately for each, the Benefit Trust, Pension Trust and Annuity Trust.

If the Trustees of the Trust Funds determine that an increase to the Health and Welfare or Pension Funds is necessary, said increases may be deducted from the wages upon 60 days notice to the Parkersburg-Marietta Contractors Association.

## **PARKERSBURG-MARIETTA CONTRACTOR AND TRADES EDUCATION AND DEVELOPMENT FUND**

There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Education and Development Fund; a copy of which is available for inspection by interested parties.

Whereas, the Union and the Contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing the creation and maintenance of a trust for the operation of a program for Education and Development and Substance Abuse Testing, and it is the desire of the Union and the Contractors to create a trust for the administration of the desired testing program.

Each Contractor shall contribute and pay into said Fund an amount as determined by the Trustees for each hour worked within or outside the geographical area by Building Trades Craftsmen on whose behalf the Union acts as a collective bargaining representative during the month for which payment is made. This contribution should be sent to the United Bank (as per reporting form). Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1993, and shall be made by the Contractors to the fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed shall be subject to change as the result of any changes in the cost of administration of the program.

## **IMPACT FUND**

In addition to the per hour wage rate, the Employer shall contribute the negotiated amount to the Ironworkers Management Progressive Action Cooperative Trust (IMPACT), a jointly trusteeed Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt organization under Section 501(c)(5) of the Internal Revenue Code. Tax-exempt status determination was rendered under the initial name of the Trust, which was the Employers Responsive Educational Cooperation Trust of North America. The general purposes of the Trust include the improvement and development of the 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 negotiated 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.

## **CONSTRUCTION ADVANCEMENT PROGRAM**

SECTION 1. There has been established a Trust known as the "Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc." referred to herein as the "FUND". The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust Instrument and the activities of the Fund shall be financed as set forth in Section 2 of the Article.

SECTION 2. The Union shall deduct through the normal dues check-off system from each member the sum of Eighteen Cents (18¢) per hour worked and said funds shall be paid the Parkersburg-Marietta Contractors Association Construction Advancement Program. In the event the dues check-off system shall be suspended or discontinued, the original method of the collection system of the Construction Advancement Program shall be reinstated.

SECTION 3. The Construction Advancement Program of the Parkersburg- Marietta Contractors Association, Inc. is created out of a recognition by employers of construction labor of the responsibility of collectively sharing in defraying the cost of conduction, administering, and servicing every phase of Labor-Management relations. Specifically, the monies collected by the Fund shall be used as follows:

- A. Employer expenses incurred in the promotion of stability of relations between labor and management.
- B. Employer expenses incurred in maintaining facilities for adjustment of grievances.
- C. Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.
- D. Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.
- E. Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtain the highest standards of such construction service.

SECTION 4. The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.

SECTION 5. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the Employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund.

## **SAVINGS FUND DEDUCTION**

Each Employer who is subject to the provisions hereof shall be bound by all terms and provisions of the Agreement and Declaration of Trust dated June 1, 1979, which established and governs the operations of the Iron Workers Local #787 Savings Fund. That document shall be deemed to be a part of this Collective Bargaining Agreement as though set forth herein.

Each Employer agrees to deduct and pay to said Savings Fund not less than one dollar (\$1.00) an hour for each hour worked and required to be paid for under this Agreement effective June 1, 2006.

The depository for the Savings Fund is the Peoples Bank. The employer is to deposit with the bank on or before the twentieth (20th) of the following month, for the hours worked of the preceding month.

The above contribution rate becomes effective with the first day of the first full payroll week in the month and year of the effective date thereof.

Ironworkers Local #787 will be responsible for supplying authorization forms and reporting forms to employers.

Iron Workers Local #787 will be required to have authorization cards signed by all Ironworkers working in the jurisdiction of Local #787 and will keep same on file in Local Union's office and will furnish signed copies to the employer if requested.

Iron Workers Local #787 will hold harmless the Parkersburg-Marietta Contractors Association and individual employers for any liability arising out of failure to obtain valid authorization cards.

## **PARTICIPATION AGREEMENT**

Unless he/it has already done so, each Employer who is subject to the provisions hereof shall enter into a written Participation Agreement with the Iron Workers District Council of Southern Ohio & Vicinity Welfare Trust, Pension Trust and Annuity Trust, the Iron Workers Local #787 Savings Trust Fund, pertaining to participation in those Trusts, in the form prescribed by those Trusts.

## **REPORTING FORM**

Iron Workers Local Union #787 will use Standard reporting form for Fringes if at no cost to Local #787 and no objection from Fund office (Dayton, Ohio). If there is cost, Contractor will bear expenses or revert back to old forms.

## **BOND PROVISION**

The Union may require employers who have never employed Iron Workers within the territory of the Union, and any employer that is over thirty days in arrears in payment of contributions, interest and/or liquidated damages, to procure, pay the premium for, and deliver to the Union a surety bond written by a responsible surety company in the penal sum of not less than \$25,000.00, guaranteeing the payment of all contributions, interest, and liquidated damages which may become due to the Iron Workers District Council of Southern Ohio and Vicinity Welfare Trust, the Iron Workers District Council of Southern Ohio and Vicinity Pension Trust, and the Iron Workers District Council of Southern Ohio and Vicinity Annuity Trust, or any of them. Such bond shall also guarantee the payment of all wages, vacation fund deduction, dues check-offs, and apprenticeship charges to those persons and entities entitled to receive the same.

## **APPRENTICESHIP TRAINING CONTRIBUTION**

Each employer shall contribute and pay into the training program.

Effective June 1, 2010, the employer shall pay to the Apprenticeship Fund such amount as determined by the Joint Apprenticeship Committee for each hour worked for all employees covered by this Agreement. For current contribution, please contact the local union hall or updated wage sheet.

The contributions of the Employer shall be used exclusively to defray training costs, as provided for in the Joint Apprenticeship Training Program.

Forms will be furnished and may be used as the fourth and fifth copies of the Welfare Report. Payments are to be made by the 20th of the month following the month in which the time is worked.

## **WORKING DUES / STATE BUILDING TRADES CHECK-OFF**

Commencing with the first day of the first full payroll week, effective June 1, 2010, and continuing thereafter during the terms of this Agreement and in accordance with the terms of an individual and voluntary written authorization for working dues, (5% of gross wages plus \$.50 per hour worked) and the State Building Trades, (\$.25 per hour worked) in the form agreed upon by parties hereto and permitted by the provisions of Section 301 (c) and 302 (c) of the Labor Management Relations Act, as amended. The Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signed such authorization, 5% of gross wages plus \$.50 per hour worked for working dues and \$.25 per hour worked for State Building Trades Dues, out of said employee's gross wages. The amount deducted shall be remitted to Iron Workers Local #787 on a combined form together with Apprenticeship Fund by the 20th day of the following month.

Iron Workers Local #787 will be responsible for supplying authorization form and reporting forms to employers.

Iron Workers #787 will be required to have authorization cards signed by all Ironworkers working in the jurisdiction of Local #787 and will keep same on file in local union office and will furnish signed copies to the Employer if requested.

Penalties and interest will be assessed, on delinquent Local Union Fringe Benefit accounts, as per the Savings Fund Trust Agreement of June 1, 1979.

Iron Workers Local #787 will hold harmless the Parkersburg-Marietta Contractors Association and individual employers for any liability arising out of failure to obtain valid authorization card.

## **REPORTING TIME (SHOW-UP TIME)**

When an employee is ordered by the employer or his representative to report for work regardless of weather conditions, one hour minimum pay will be paid an employee reporting for work at starting time but not requested to stay on site by employer. Two hours minimum pay will be paid on employee reporting for work at starting time and requested to stay on site by employer, but not starting work. After the two hour period, if an employee begins work he will receive pay for the 2-hour period, plus any actual hours worked.

## **FOREMEN**

Where two (2) or more Iron Workers 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 the Employer who shall issue instructions to the workmen.

A Foreman will not supervise more than ten (10) men, and upon hiring the fifth man, he shall be a non-working Foreman.

The second Foreman on any job will be a member of Local #787 and every other Foreman thereafter. If the General Foreman is not a member of Local #787, he will be considered the first Foreman. When there are two (2) Foremen employed, one will act in a dual capacity as Foreman and General Foreman and will receive General Foreman's pay. When three (3) Foremen or more are employed, one General Foreman shall be additionally employed, whose sole duty shall be to supervise the Foreman.

There shall be no restriction as to the employment of Foremen. The Employer may employ on one piece of work as many Foremen as in his judgment is necessary for the safe expeditious and economical handling of the same.

A Foreman supervising 4 or more Iron Worker Employees on a project of 40 or more hours' duration will receive a guaranteed 40 hours workweek. General Foreman on the above mentioned projects will receive a guaranteed 40-hour workweek.

No Foreman shall be permitted to work on a job that is shut down for reasons of weather or safety. However, he may be required to stay on the job.

Foreman shall receive not less than \$2.00 per hour above journeyman scale. General Foreman shall receive not less than \$2.50 per hour above journeyman scale.

## **AGED MEMBERS**

If available, every sixth journeyman on any job shall be fifty-five (55) years of age or older.

## **IRON WORKERS REQUIRED ON MOBILE POWER OPERATED CRANES**

No less than four (4) men and a Foreman shall be employed on all mobile or power operated cranes, when such equipment is used on structural steel erection.

On all other work operations coming under the jurisdiction of this International Association where members of this Association are employed, a sufficient number of men will be employed in order that the work

involved can be performed in a safe and expeditious manner. This means that an Employer will not be required to use four (4) men and a Foreman on work operations not requiring this number of men. It also means that on rigging or unloading operations where more than four (4) men and a Foreman are required, such additional members will be employed.

(For clarification of above section, see attached Circular Letter #742, dated April 13, 1972.

## **WELDING**

When a contractor has welding on projects that require State certified welding tests, contractors will stand expenses for certifying welder employees, provided there are not certified welders available in the confines of the Local Union.

The Employer will furnish leather gloves, sleeves, face shields, burning glasses, or equipment necessary for the protection of all employees classified as Welder.

## **WELDING MACHINES AND AIR COMPRESSORS**

When gas driven welding machines or air compressors are required, Iron Workers using the equipment shall operate and service the equipment.

When electric driven welding machines, or air compressors are required, Iron Workers using the machines shall start and stop the machine.

## **STACKS AND COOLING TOWERS**

Specifically excluded from the terms of this agreement is work performed under the national stack and cooling tower agreement.

## **SAFETY PROVISIONS**

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

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

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

**Stiffening and Supporting Working Load Point -** Where Iron is landed on the floor or any point of structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

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

When erecting structural steel on all bridges being constructed over rivers, the Employer shall designate an Iron Worker member of Local #787 who is a competent swimmer to man a boat. The Employer will furnish a boat for patrolling the water area beneath the workman. This clause shall not apply to streams, lakes, rivers, or other bodies of water that are less than one hundred (100) feet wide.

When an employer requests that the craftsmen must have completed the safety course offered by the Parkersburg-Marietta Contractors & Trades Education & Development Fund, or other approved safety course, area contractors may make a completion of that course a condition of employment.

## TOOLS

On any job for any one Employer when tools are to be checked in and out, it shall be during working hours. On any job using twenty-five (25) or more Iron Workers one (1) Iron Worker shall be assigned to the tool room for the distributions and servicing of all tools and equipment used by said Ironworkers. Contractors reserve the right to determine if an attended tool room is required.

### TOOLS TO BE FURNISHED BY EMPLOYEE (Minimum Required)

#### Structural Work and Machinery Moving

- |                             |                       |
|-----------------------------|-----------------------|
| 1 - 3/4 spud wrench         | 1 - 50 foot tape      |
| 1 - 7/8 spud wrench         | 1 - 2 pound hammer    |
| 1 - bull pin                | 1 - belt and bolt bag |
| 1 - 12 inch crescent wrench | 1 - hard hat          |
| 1 - 6' rule                 |                       |

#### Sheeting Work

- |   |                               |
|---|-------------------------------|
| 1 - 12 inch hacksaw                                 | 1 - 24 inch level             |
| 1 - 12 inch square comb                             | 1 - 6 inch screwdriver        |
| 1 - 6 foot rule                                     | 1 - 8 inch screwdriver        |
| 1 - scribe  | 1 - 12 inch screwdriver       |
| 1 - divider   | 1 - offset screwdriver        |
| 1 - ball peen hammer                                | 1 - cold chisel               |
| 1 - ratchet and socket wrenches<br>(1/2 inch drive) | 1 - pair No. 5 Bulldog shears |
| 1 - 8 inch pliers                                   | 1 - pair R. H. metal masters  |
| 1 - 10 inch crescent wrench                         | 1 - pair L. H. metal masters  |
| 1 - plumb bob and line                              | 1 - 50 foot tape              |
| 1 - center punch                                    | 1 - hard hat                  |

#### Ornamental Iron Work

- |   |  |
|---|--|
| 1 - 12 inch hacksaw                                 | 1 - tap wrench   |
| 1 - 12 inch square comb                             | 1 - 24 inch level  |
| 1 - plumb bob and line                              | 1 - 6 inch screwdriver                                       |
| 1 - 50 foot tape                                    | 1 - 8 inch screwdriver                                       |
| 1 - 6 foot rule                                     | 1 - 12 inch screwdriver                                      |
| 1 - scribe  | 1 - offset screwdriver                                       |
| 1 - divider   | 1 - cold chisel  |
| 1 - ball peen hammer                                | 1 - set open end wrenches, taps<br>drills and bits up to 3/8 |
| 1 - ratchet and socket (not<br>over 1/2 inch drive) | 1 - rubber or rawhide mallet                                 |
| 1 - 8 inch pliers                                   | 1 - center punch   |
| 1 - 10 inch crescent wrench                         | 1 - hard hat   |
| 1 - drift pin                                       |  |

#### Rod Work

- |                 |                   |
|-----------------|-------------------|
| 1 - 6 foot rule | 1 - reel and belt |
| 1 - pair pliers | 1 - hard hat      |

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.

## **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 it required less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work shall be paid the regular wage rate for such time, or such employees shall be shipped back to the shipping point with time and transportation paid by the Employer.

## **TEMPERATURE AND FACILITY**

The Employer shall furnish suitable drinking water between April 1st and November 30th and at other time when deemed necessary by mutual agreement between the Employer and the Union. A suitable facility shall be provided to enable the employees to change clothes and store their tools on each job of sufficient size and length to justify the same.

## **COMPENSATION INSURANCE**

The Employer must at all times provide Workmen's Compensation Insurance and Unemployment Compensation, in accordance with applicable State Laws.

## **BUSINESS REPRESENTATIVE**

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

## **STEWARD CLAUSE**

A Steward shall be a working journeyman appointed by the Business Manager or Business Agent of the local union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consists of those duties assigned to him by the Business Manager or Business Agent. Steward's duties shall be confined to the Contractors job with which the steward is employed: except to contact the Business Agent on any other discrepancies he may find on the project. The Steward shall promptly take care of injured workers and accompany them to their homes or to a hospital, as the case may require, without any loss of time during normal work hours, and report the injury to the proper officers of the Union. It is understood and agreed that the steward's duties do not include any matters relating to referral, hiring and termination. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. The steward will be the last journeyman laid off provided he is capable of performing the work.

## **PROTECTION OF UNION PRINCIPLES**

The removal of journeyman Iron Workers and Apprentices from a job in order to render legal assistance to other Local Unions to protect Union principles shall not constitute a violation of this Agreement, provided such removal is first approved by the General Executive Board and forty-eight (48) hours notice is given to the Employer involved, unless such advance notice of 48 hours would create a conflict or breach of agreement of this Union with any other union or labor organization.

## **APPRENTICESHIP**

The parties signatory hereto agree to establish a Joint Apprenticeship Committee in accordance with the provisions of the "Iron Workers Apprenticeship and Training Standards" as contained in Section 1, Article XXIII of the International Constitution. Said Committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said standards.

## **SUBCONTRACTORS**

Should a contractor deem it advisable to sublet the work hereunder, it is hereby agreed that said work shall be performed under the provisions and conditions in this contract contained.

## **WORK BREAKS**

A uniform break of ten (10) minutes each first half of the work day and ten (10) minutes each second half of the work day will be established on each job site. It is understood that breaks will not create a general work stoppage. (NOTE: This section does not effect or change any other provision of any L. U. Contract that may pertain to clean up time, etc.)

## **ARBITRATION AND GRIEVANCE**

SECTION 1. Should a difference arise between the Employer and an employee covered by this Agreement, as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of the work on account of such differences, caused by either the Employer or the Union and the conditions in effect at the time the difference or dispute shall be settled in the following manner:

(a) Should a dispute or grievance arise on a job, immediate steps shall be taken by the employee and/or his steward and the job superintendent or his representative to satisfactorily settle such dispute on the job site.

(b) If the dispute cannot be settled on the job site within forty-eight (48) hours, then the matter will be referred to the Union and to the Executive Officers of the Association or Company, these two (2) parties will attempt to settle the matter within forty-eight (48) hours after the grievance is referred to them.

(c) In the event the Union representatives and the Executive Officer of the Association or Company cannot arrive at a satisfactory solution of the problems within the time limit specified, the dispute shall be referred to the Joint Committee, the Joint Committee to be composed of two (2) representatives of the Association or Company and two (2) representatives of the Union. The Joint Committee shall meet within forty-eight (48) hours upon written complaint by the aggrieved party, such complaint to state the details of the dispute. This time will be extended not to exceed ten (10) days at the request of either party.

(d) If the dispute cannot be settled by this Joint Committee and it involves a question as the meaning and application of this Agreement, the matter may then be submitted to arbitration upon written request of the party filing the complaint. Such notice shall be served upon the other party within five (5) working days after the meeting of the Joint Committee referred to in Paragraph (c). The party asking for arbitration shall apply to the Federal Mediation and Conciliation Service for the appointment of an Arbitrator. Such Arbitrator shall not have the power to add to, disregard, or to modify any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The expense of arbitration shall be shared equally by both parties.