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Title: **Upstate Iron Worker Employers Association, Inc. and International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers (BSOIW), Local 6, 9, 12, 33, 60, 440 (2003)**

K#: **8212**

Employer Name: **Upstate Iron Worker Employers Association, Inc.**

Location: **NY Upstate**

Union: **International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers (BSOIW)**

Local: **6, 9, 12, 33, 60, 440**

SIC: **1791**

NAICS: **23819**

Sector: **P**

Number of Workers: **1500**

Effective Date: **05/01/03**

Expiration Date: **04/30/06**

Number of Pages: **32**

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K 82/2
1,500 workers

WORKING AGREEMENT

32 pp

between

THE IRON WORKERS UPSTATE LOCALS OF
NEW YORK AND VICINITY,
CONSISTING OF
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL,
AND REINFORCING IRON WORKERS LOCAL
UNION NOS. 60, 33, 9, 440, 6, AND 12

AND

UPSTATE IRON WORKER EMPLOYERS
ASSOCIATION, INC.

Effective May 1, 2003
Expires April 30, 2006

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PREAMBLE

Local Unions 60, 9, 33, 440, 6, and 12, and the Upstate Iron Worker Employers Association, Inc., recognizing that the relationship between the employers and the unions needs to be closer at this time than ever before, have entered into this agreement to improve the ability of the employers to compete and thus provide work for the employees represented by the unions.

ARTICLES OF AGREEMENT

This Agreement is entered into by and between the Upstate Iron Worker Employers Association, Inc., acting for and on behalf of its present and future members, and the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12, and shall continue in full force and effect through the term of the agreement.

All parties to this Agreement hereby recognize Locals No. 60, 9, 33, 440, 6, and 12, (the "Local Unions") as the sole collective bargaining representatives of the Employees and the Upstate Iron Worker Employers Association, Inc. as the sole representative of the Employers in the classes of work covered under this Agreement, within the geographic territories covered by this Agreement as specified in Article 2 of this Agreement.

ARTICLE 1. CRAFT JURISDICTION

The Unions claim for their members all work as outlined in the Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

ARTICLE 2. TERRITORY

The territories covered by this Agreement shall be the territorial jurisdictions of the Local Unions as outlined and attached in the geographical jurisdictions at the end of this Agreement.

ARTICLE 3. WORK HOURS PER DAY

Eight (8) hours shall constitute a day's work, during the hours of 6:00 A.M. to 4:30 P.M. from Monday to Friday, inclusive.

Changes in the work hours per day in special cases can be made to meet special conditions with approval of the Business Representative.

Iron Workers shall be at their posts and prepared to start work at the regular starting time provided the shed or room for the workers to change their clothes is adjacent to or within a reasonable distance from their work.

ARTICLE 4. LUNCH PERIODS

Any Iron Worker working over ten (10) hours per day shall be entitled to two (2) lunch periods. The first lunch period shall be thirty (30) minutes, unpaid. The second lunch period shall be twenty (20) minutes with pay.

ARTICLE 5. SHIFT WORK

Shift work may be performed at the option of the Employer. The work week shall start with the day shift on Monday and end with the conclusion of the second or third shift (as *the case may be). The employer may commence shift work operations at any point during* the work week.

The first or day shift will work the regular hours provided for in Article 3 and shall receive the regular rate of pay for all hours worked. The second shift shall work seven and one-half (7 1/2) hours and each employee shall be paid for eight (8) hours at the regular rate of pay. The third shift shall work seven (7) hours and each employee shall be paid for eight (8) hours at the regular rate of pay.

At a contractor's option with notice to the Union, all shifts shall instead work eight (8) hours for eight (8) hours' pay. If the contractor exercises this option, the second shift shall receive a 10% premium, and the third shift shall receive a 15% premium.

One-half (1/2) hour without pay shall be allowed for a lunch break for each shift. Work in excess of the hours stipulated for each shift shall be paid at the overtime rate stipulated in Article 6 based on the regular rate of pay for the work performed. If contractor exercises option, it must be for a minimum of five (5) days.

ARTICLE 6. OVERTIME AND HOLIDAYS

Overtime work shall, as far as possible, be divided equally among the Iron Workers on the job except when more than one shift is employed as hereinabove set forth. When overtime is necessary and more Iron Workers are required than are actually working for the same employer, additional Iron Workers that are required must be taken from the ranks of the unemployed. Employees shall not be allowed to work overtime evenings, or Saturdays, Sundays or holidays for any employer other than the one by whom he is regularly employed. If a steward has been appointed to the job, he or she shall be employed on all overtime work, provided he or she is capable of performing the work in question. Time and one-half shall be paid for all work in excess of eight (8) hours on any regular work day except when more than one (1) shift is employed as hereinabove set forth. All work performed on Saturday shall be paid at time and one-half rate of wages.

Double time must be paid for all work performed on Sundays and the following holidays: New Year's Day, Christmas Day, Memorial Day, Fourth of July and Thanksgiving Day. No work under any conditions shall be performed on Labor Day, except in emergency endangering life or property, when double time shall be paid. Any holiday which occurs on Sunday shall be observed the following Monday.

Iron Workers receiving time and one-half rate and continuing into what normally would be classified as regular working hours shall receive time and one-half when required to continue work in straight time periods on the same job after having worked at least eight (8) hours continuously in an overtime period on one job.

Iron Workers receiving double time rate, and continuing into what normally would be classified as regular working hours, shall receive double time when required to continue work in straight time periods on the same job after having worked at least eight (8) hours continuously in an overtime period on one job.

No employee shall quit an unfinished job and then return to the previous employer after the overtime job as above defined, is finished.

ARTICLE 7. PAY DAY

Iron Workers must be paid once each week in cash or check during working hours on or before Friday. Members of the Upstate Iron Worker Employers Association, Inc. following other practices of payment may continue to do so. Not more than three (3) days may be withheld after the end of any payroll period unless prior arrangements have been made. If not paid as above defined, they shall be paid for waiting time. On pay days, in the event of inclement weather and on jobs not working, the employer will make all efforts to have the employees' pay on the job site between the hours of 8:00 A.M. and 10:00 A.M. If the pay day falls on a holiday, the Employer will make every effort to pay the day before.

When employees are discharged or laid off, they shall be paid at the jobsite or, in the case of remote sites, their checks shall be mailed within twenty-four (24) hours. Any employer that repeatedly fails to comply with this provision shall be required during subsequent layoffs to make full payment of all wages due and owing to employees at the time of their layoffs.

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

When employees quit of their own accord, they shall wait until the regular pay day for wages due them.

ARTICLE 8. WELFARE, PENSION, EDUCATION AND TRAINING, AND COOPERATIVE TRUST FUNDS

Each employer will make a contribution in the amount specified in the wage schedule per hour of work for each employee covered by this Agreement to the following programs and employee benefit plans:

Iron Workers District Council of Western New York & Vicinity Annuity Fund
Iron Workers District Council of Western New York & Vicinity Welfare Fund
Iron Workers District Council of Western New York & Vicinity Pension Fund
Iron Workers Local No. 6 Pension Plan
Iron Workers Local Union No. 9 Supplemental Benefit Plan

Iron Workers Local Union No. 33/440 Supplemental Benefit Plan
Central and Eastern New York Cooperative Trust
Iron Workers Local 12 Pension Fund
Iron Workers Local 12 Health Insurance Fund
Iron Workers Local 12 Training and Education Fund
Iron Workers Local Union No. 60 Supplemental Benefit Plan
Iron Workers Local No. 6 Supplemental Medical and S.U.B. Pay Plan
Iron Workers Local Union 60 Annuity Pension Fund
Iron Workers Local No. 440 Annuity Fund
Iron Workers Local No. 6 Annuity Plan
Iron Workers Local 9 Apprenticeship Training Fund
Iron Workers Local 33 Training Fund
Iron Workers Local No. 60 Training, Skill Improvement, Education and Apprenticeship Fund
Local 440 Training Program
Iron Workers Local No. 6 Apprentice and Journeyman Retraining Fund
Upstate New York District Council of Iron Workers and Employers Cooperative Trust Fund
Upstate Iron Worker Employers Association, Inc. Industry Advancement Program

The above-referenced twenty-three (23) employee benefit plans are jointly referred to as "Funds". All employer contributions to the above Funds as set forth in this Agreement shall be made monthly and **shall be due and payable no later than the fifteenth (15th) of the following month** upon remittance reports furnished by the Funds.

The Funds shall be administered pursuant to provisions of Agreements and Declarations of Trust, any restatements of or amendments to such Agreements and Declarations of Trust, policies, *rules and regulations established by the various Trustees. Such Agreements and* Declarations of Trust, rules, regulations and policies, including Collections Policies, of such Funds together with any restatement or amendments thereto, are incorporated herein by reference as if fully set forth herein. The Agreements and Declarations of Trust, the Funds' Collection Policies and all other rules, regulations and policies of the Funds govern and supersede any inconsistent provision of this Agreement.

All monies paid into and/or due and owing to the Funds specified in this Article will be vested and remain exclusively in the Trustees of those Funds; outstanding and withheld contributions constitute plan assets.

Any employer becoming delinquent in reporting and making payment of contributions due said Funds shall be liable for the amount of the delinquency together with interest, *liquidated damages, costs, audit fees and legal fees in such amounts and on such terms* as established by the Funds. The Funds and/or the Local Unions may at any time audit the payroll records of any employer or require such employer to post a bond on such terms as established by the Funds.

To provide a guarantee of payment to the Funds, any employer, signatory to this Agreement that uses a sub-contractor, agrees to pay to the said Funds any amount owed to said Funds by said delinquent sub-contractor.

The Local Unions may at any time withdraw their members from employers delinquent in payments of contributions to the Funds. If such occurs, the delinquent employer agrees to pay the employees' regular rate of pay for all time lost from work as a result thereof. It is further agreed that the Local Unions have the right, when any employer becomes delinquent in remittances due to the said Funds, to declare this Agreement breached by the delinquent employer and at the option of the Local Unions, this Agreement may be considered terminated. Any action exercised by the Local Union with respect to delinquent employers shall not constitute a violation of any "no strike" provisions or clause contained in this Agreement. It is expressly agreed herein that the use of grievance and arbitration machinery set forth in this Agreement is waived by any such aforementioned delinquent employer.

ARTICLE 9. DUES DEDUCTION

The Local Unions shall maintain a Dues Check-off Fund through the medium of payroll deductions for union dues. Upon the receipt of a written authorization from the employee, the employer shall deduct from the employee's gross wages the percentage so authorized. Said deductions shall be payable to the Local Unions and a check in the proper amount, together with the report form shall be forwarded by the employer for receipt at said address **not later than the 15th day of the calendar month** immediately following that month during which the deduction was withheld.

All terms specified in Article 8 of this Agreement in regard to time contributions are due, failure of employer to make timely reports and contributions, penalties applicable to employers delinquent in remitting contributions, rights of the Local Unions in regard to delinquent employers, and the right of Trustees to audit employer's payroll records shall similarly apply to the Local Unions' Dues Check-off Fund as though set forth at length herein.

The Local Unions shall be responsible for the printing and distribution of dues authorization forms to employers. The wording of said authorization forms shall be in conformance with all requirements of the law.

ARTICLE 10. SHOW-UP TIME

A. Any employee, with the exception of foremen receiving straight time, who reports for work on any job within the jurisdiction of the Local Unions and through no fault of his own is unable to start work because of inclement weather or any other unforeseen condition shall be compensated for reporting at the rate of twenty-five dollars ($25.00) per hour for two hours, provided, however, that it is agreed by both the company supervisor on the job and the job steward (if a steward has been appointed) that conditions prevail that would not be suitable for the performance of work. Such compensation shall be treated as an expense separate from wages. Failure of the employee to make an effort to work will be considered just cause for non-payment of show-up time. If work commences at any time, all hours are then considered work hours.

B. No employee will be entitled to this two (2) hours' reporting expense who fails to report on the job at the designated starting time or leaves the site of the job before he has waited the two hours. It must also be specifically understood that in the event conditions become suitable at any time after the designated starting time and during the two hours' waiting time, such conditions to be agreed upon by the superintendent and the steward (if

a steward has been appointed) to start work, the employees are bound to abide by the order of the parties who have authority to determine the advisability of resuming work. It must be further understood that employees leaving the jobsite before permission is granted by the iron workers' supervisor will be penalized the full reporting allowance and will be subject to immediate dismissal.

C. In the event the Employer should desire to shut a job down temporarily for a brief period of time, such as one or two days for example, the employer shall notify the employees on the job before 4:30 PM. of the day prior to the start of the shut down and the employer shall provide a N.Y.S. lay-off slip and full pay-off before the above specified time to any employee who requests same.

No employee shall leave the employ of a contractor without first notifying the Local Union and his employer before 2:30 P.M., so that schedule adjustments might be made and replacements procured for the following day's operations.

ARTICLE 11. FOREMAN, JOB STATUS

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

Foremen shall be paid on a straight time basis, not less than the current foreman rate, calculated at eight (8) hours per day, forty (40) hours per week including holidays, except on jobs of less than five (5) days duration. For all work in excess of eight (8) hours per day and for all work performed on Saturday wages shall be paid at time and one-half rate. For all work performed on Sunday or holidays double time rate of wages shall be paid.

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

When a third crew and third foreman are established on a job, one of the three foremen shall be appointed a general foreman, and he shall receive not less than the current General Foreman wage rate.

ARTICLE 12. SUPPLYING IRON WORKERS FOR JOBS

Employers agree to call for Iron Workers on the day prior to the day of wanting same, before 9:00 A.M., if possible. Iron Workers are to be paid from time of arrival on the job. If Iron Workers are requested after 8:30 A.M. for immediate employment, they shall be paid from the time of the call, allowing a reasonable time for reporting to the job site.

Journeymen and apprentices when needed for work lasting eight (8) hours or less shall receive at least one-half day's pay. If employment extends past the noon hour, they shall receive a full day's pay.

There shall be no discrimination because of age of an Iron Worker as long as he or she is capable of performing the work required in a satisfactory manner.

In the event some Iron Workers in a crew do not report for work, the balance of the Iron Workers shall work until the Iron Worker or Iron Workers report or are replaced, providing other Iron Workers on the job are not available to fill the crew, and providing the shortage has been reported to the Local Union.

The Local Unions agree that in no case will Iron Workers be furnished to employers who have not signed the complete current Agreement.

Any employee who is absent for any reason and fails to notify said employer and union office by 9:00 A.M. will be considered as having quit the job and therefore not eligible to receive show-up time if he or she returns to the job site.

ARTICLE 13. PORTABILITY

The parties agree that any Employer subject to this Agreement may bring from another of the participant Locals in this Agreement fifty percent of the number of Iron Workers needed to perform a job which the Employer has secured in the geographic jurisdiction of another Local Union. Further, the Employer may also bring a Foreman for such job and that person will not be counted in the fifty percent determination.

ARTICLE 14. REPLACEMENT OF TOOLS

A. All personal tools owned by Iron Workers which are broken on the job shall be replaced by the employer, providing that it can be acknowledged by the foreman that the breakage happened on the job.

B. Employees employed on ornamental work shall furnish for their own use basic hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the employer. No employee shall be held responsible for the loss of tools or equipment in his charge. Employees abusing employers' tools may be dismissed.

ARTICLE 15. DRINKING WATER - CLOTHES ROOM

The employer shall furnish suitable drinking water at all times, and each job of sufficient size and length to justify same shall provide a suitable shed or room, including heat, exclusively for members to eat, change their clothes and keep their tools.

ARTICLE 16. LOSS OF CLOTHES AND TOOLS

The contractor shall be responsible for the tools and clothing of the Iron Workers when they are left in the contractor's shanty overnight. When tools and clothing are thus under the safekeeping of the contractor, he shall be responsible for their loss by fire or theft and shall replace them in kind in the event of such fire upon proper proof of same. Any loss incurred shall be reported to the employer or his representative immediately.

ARTICLE 17. SAFETY SHOES

If an Iron Worker is required by project requirements to use safety shoes while working for that Employer, it shall be the responsibility of the Iron Worker to provide the required safety shoes.

ARTICLE 18. BUSINESS REPRESENTATIVES

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

ARTICLE 19. JOB STEWARD

In the event the Business Manager of the Local Union elects to appoint a steward, the *steward shall be the last person laid off providing he is capable of performing the work in* question.

ARTICLE 20. PROTECTION OF UNION PRINCIPLES

The removal of journeymen Iron Workers and apprentices from a job in order to render assistance to other Local Unions to protect lawful union principles shall not constitute a violation of this Agreement, provided such removal is approved by the General Executive Board and notice thereof is first given the employer involved.

It shall not be a violation of this Agreement, nor cause for discharge or disciplinary action, in the event that an employee refuses to cross a legally established picket line.

ARTICLE 21. APPRENTICESHIP

The parties signatory hereto agree to maintain a Joint Apprenticeship Committee in accordance with the provisions of the Iron Workers Apprenticeship and Training Standards, as contained in Section 1, Article 23 of the International Constitution. Said Committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said standards. The Local Unions' Education and Training Funds shall be responsible for the total financial support of the Apprenticeship Programs.

Apprenticeship Package – Same for all Locals

	July 1, 2003 Wages	Pension (% of local's pension contributions)	Non-Taxable Fringes (per hour)
1st Year:	$13.80	NONE	$6.00
2nd Year:	$16.10	70%	$6.00
3rd Year:	$18.40	80%	$6.00
4th Year:	$20.70	90%	$6.00

	May 1, 2004 Wages	Pension (% of local's pension contributions)	Non-Taxable Fringes (per hour)
1st Year:	$13.80	NONE	$6.00
2nd Year:	$16.10	70%	$6.00
3rd Year:	$18.40	80%	$6.00
4th Year:	$20.70	90%	$6.00

	May 1, 2005 Wages	Pension (% of local's pension contributions)	Non-Taxable Fringes (per hour)
1st Year:	$13.80	NONE	$7.00
2nd Year:	$16.10	70%	$7.00
3rd Year:	$18.40	80%	$7.00
4th Year:	$20.70	90%	$7.00

Training Fund - $ .40 cents per hour
IWECT - $.60 cents per hour
IAP - $.07 cents per hour

ARTICLE 22. SUBCONTRACTORS

The employer agrees not to subcontract or sublet any work covered by the Agreement, on the job, to any person, firm or corporation not in contractual relationship with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers or any of its affiliate local unions.

ARTICLE 23. SETTLEMENT OF DISPUTES

A. Any disputes as to the proper interpretation or violation of this Agreement, shall be handled in the first instance by a representative of the Local Union and the employer. If they fail to reach a settlement within five (5) days, then it shall be referred to a Committee made up of two (2) members of each respective negotiation committee and the contractor named in the dispute. If this committee fails to reach an agreement within two (2) days it shall be referred to a Board of Arbitration composed of two (2) persons appointed by the Local Union and two (2) persons appointed by the employer's association. The four (4) so appointed arbitrators to select a fifth member. In the event that the four (4) so appointed arbitrators are unable within two (2) days to agree upon the fifth arbitrator, either party may request the New York State Employment Relations Board to furnish a panel of five (5) names from which a fifth member shall be selected. The decision of the Board of Arbitration shall be handed down within two (2) days after selection of the fifth member, and the decision of the Board of Arbitration shall be final and binding upon both parties.

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

Each party shall individually pay the expenses of the arbitrators it appoints, and the two parties shall jointly share the expense of the fifth arbitrator.

B. It is mutually agreed that there shall be no strikes authorized by the Local Unions and no lockouts authorized by the Employer, except for refusal of either party to submit to arbitration in accordance with Article 23(A), or failure on the part of either party to carry out the award of the Board of Arbitration.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation provided, however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind a picket line of any affiliated union which has been authorized by the International of that union, the Central Labor Council or Building and Construction Trades Council.

ARTICLE 24. 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 International Union 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 International Union in good standing as a condition of employment from and after the 7th day following the dates of their employment, or the effective date of this Agreement, whichever is later.

ARTICLE 25. SCOPE OF AGREEMENT

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

ARTICLE 26. NO OTHER COLLECTIVE BARGAINING AGREEMENTS

Each Local Union hereby agrees that so long as this Agreement is in effect, they will not enter into any other Agreement with an Employer at variance with this Agreement. This shall not preclude project labor agreements negotiated with building trade councils.

ARTICLE 27. SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, that upon such invalidation, the parties signatory hereto agree to meet to renegotiate such provisions affected.

The remaining parts or provisions shall remain in full force and effect.

ARTICLE 28. DRUG TESTING

The Upstate Iron Workers Employers Association, Inc. and the Local Unions have agreed to a drug policy. A copy is available from the Upstate Ironworkers Employers Association, Inc. upon request. Drug testing will be paid by the Upstate Iron Worker Employers Association, Inc.

ARTICLE 29. DURATION AND TERMINATION

The Agreement with any amendments thereof made as provided for therein, shall remain in full force and effect from May 1, 2003 until Midnight of April 30, 2006 and unless written notice be given by the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12 or the Employer Association to *the other at least four (4) months prior to such date of the desire for change therein or to* terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement with any amendments thereof shall remain in effect from year to year thereafter subject to termination at the expiration of any such contract year upon notice in writing given by the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12 or the Employer Association to the other at least four (4) months prior to the expiration of such contract year. Any such notice as hereinabove provided for in this Article whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

ARTICLE 30. ADDENDA

Attached hereto as Addenda are various terms and conditions applicable within the territories of Iron Workers Locals 9, 6, 440, 33, 12, and 60.

Effective as of the 1st day of May, 2003

IRON WORKERS LOCAL NO. 60

_____

_____

IRON WORKERS LOCAL NO. 440

_____

_____

IRON WORKERS LOCAL NO. 33

_____

_____

IRON WORKERS LOCAL NO. 6

_____

_____

IRON WORKERS LOCAL NO. 9

_____

_____

IRON WORKERS LOCAL NO. 12

_____

_____

UPSTATE IRON WORKER EMPLOYERS ASSOCIATION, INC.

(s) **Lawrence P. Deskin,**
Negotiation Com. Chrm. _____

GEOGRAPHICAL JURISDICTIONS OF IRON WORKERS LOCALS 60, 9, 33, 6, 12, and 440 COVERED BY THIS AGREEMENT

1. Local Union No. 60

Broome County - all

Cayuga County - all

Cortland County - all

Onondaga County - all

Oswego County - all

Seneca County - all

Tioga County - all

Tompkins County - all

Chenango County - Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Green, Coventry, Bainbridge, Afton

Jefferson County - Townships of Alexandria, Theresa, Clayton, Orleans, Cape Vincent, Lyme, Brownville, Pamelia, LeRay, Housfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine, Worth

Madison County - Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter, Georgetown

Schuyler County - Townships of Cayuta, Catharine, Hector, Montour

Wayne County - Townships of Galen, Savannah, Rose, Butler, Huron, Wolcott

2. Local Union No. 440

Franklin County - all

Herkimer County - all

Lewis County - all

Oneida County - all

St. Lawrence County - all

Chenango County - Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne, Smyrna

Fulton County - Townships of Caroga, Ephratah, Oppenheim, Stratford

Hamilton County - Townships of Arietta, Indian Lake, Lake Pleasant, Long Lake, Morehouse

Jefferson County - Townships of Antwerp, Champion, Philadelphia, Wilna

Madison County - Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida, Stockbridge

Montgomery County - Townships of Canajoharie, Minden, Palatine, St. Johnsville

Otsego County - Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboon, Springfield, Westford

3. Local Union No. 33

Allegany County - Townships of Birdsall, Burns, Grove, Middlesex

Chemung County - all

Genesee County - Townships of Batavia, Bergen, Bethany, Bryon, Elba, LeRoy, Oakfield, Pavillion, Stafford

Livingston County - all

Monroe County - all

Ontario County - all

Orleans County - Barre, Carlton, Clarendon, Gaines, Kendall, Murray

Schuyler County - Dix, Orange, Reading, Tyron

Steuben County - Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Cohocton, Corning, Dansville, Erwin, Hornby, Lindley, Prattsburg, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, Woodhull

Wayne County - Arcadia, Lyons, Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson

Wyoming County - Castle, Covington, Middlebury, Perry

Yates County - Barrington, Benton, Italy, Jerusalem, Middlesex, Milo, Potter, Starkey, Torre

4. Local Union No. 9

Niagara County - all

Orleans County - Townships of Yates, Ridgeway, Shelby

Erie County - Township of Grand Island

5. Local Union No. 6

Cattaraugus County - all

Genesee County - Townships of Alabama, Pembroke, Darien, Alexander

Chautaugua County - Townships of Sheridan, Pomfret, Charlotte, Arkwright, Hanover, Villenova, Cherry Creek, Ellington, Brockton

Allegany County - Townships of Alfred, Allen, Almond, Andover, Centerville, Rushford, New Hudson, Cuba, Clarksville, Genesee, Hume, Caneadea, Belfast, Wirt, Friendship, Bolivar, Angelica, Amity, Scio, Wellsville, West Almond, Alma, Granger, Willing, Independence

Wyoming County - Townships of Bennington, Sheldon, Java, Arcade, Attica, Orangeville, Wethersfield, Eagle, Warsaw, Gainsville, Pike

Erie County - all save northern half of Grand Island (boundary line: Whitehaven Road from East River to West River)

Steuben County - Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg, West Union

6. Local Union No. 12

Columbia County – all

Greene County - all

Albany County - all

Schoharie County - all

Rensselaer County - all

Schenectady County - all

Saratoga County - all

Washington County - all

Warren County - all

Essex County - all

Clinton County - all

Delaware County - all

Otsego County – Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Milford, Maryland,
Worcester

Montgomery County - Townships of Florida, Amsterdam, Charleston, Glen, Mohawk, Root

Fulton County - Townships of Broadalbin, Mayfield, Northampton, Bleecker, Johnstown

Hamilton County - Townships of Hope, Benson, Wells

East to and including Berkshire County in Massachusetts and Bennington County in Vermont

WAGE SCHEDULES FROM LOCALS 6, 60, 33, 440, 12, AND 9

IRON WORKERS LOCAL 6 WAGE SCHEDULE

Wage Increase: July 1, 2003 $1.54; May 1, 2004 $1.04; May 1, 2005 $1.04

CLASSIFICATIONS		07/01/03 Per Hour	05/01/04 TBD	05/01/05 TBD
Structural Ironworkers		$ 23.92		
Ornamental Ironworkers	$ 23.92			
Reinforcing Steel Workers	$ 23.92			
Machinery Ironworkers		$ 23.92		
Pre-Engineered Ironworkers				
Sheeter		$ 23.92		
Fence Erector		$ 22.52		
Pre-Cast Erector		$ 23.92		
Welders		$ 23.92		
Window Erectors		$ 21.57		
Foremen		$ 25.92		
General Foreman		$ 26.92		

APPRENTICE	NEW	EXISTING
1st Year	$13.80	$16.03
2nd Year	16.10	17.03
3rd Year	18.40	18.03
4th Year	20.70	19.03

FRINGE BENEFITS EMPLOYER CONTRIBUTIONS BASED ON HOURS WORKED*

		07/01/03	05/01/04 TBD	05/01/05 TBD
Welfare		$ 5.99		
Pension		$ .07		
Upstate Ironworkers Assoc.		$ 8.50		
Medical Supp/SUB				
Joint App. Training/J.R.R.	$ .33			
IWECT		$ .58		
Dues - % gross wages (Deduction)		$ 1.65 per hour		
Other				

Employer Contributions	New Apprentices	Existing	Fence Erectors
Pension	**	$ 5.99	$ 5.99
Supp. Med & SUB Pay Plan	6.00	7.00	7.00
Joint Appren. T.&J.R.T.	.40	.33	.33
UIWEA	.07	.07	.07
IWECT	.60	.60	.58
TOTAL CONTRIBUTION		*$13.99*	*$13.97*

PAYROLL DEDUCTIONS (Apprentices)

New Apprentices (District Council)	$ 1.16
Apprentice Dues Deduction	$ 1.39

In the jurisdiction of Local 6, the current practice with respect to floating show-up and travel pay will continue.

**See Apprentice Schedule at Article 21, p. 8.

IRON WORKERS LOCAL 60 WAGE SCHEDULE

Effective with the start of the first full payroll period beginning on or after 7/1/03, in the entire Local No. 60 jurisdiction, the wage and fringe rates shall be:

Wage Increase: July 1, 2003 $1.50; May 1, 2004 $1.50; May 1, 2005 $1.50

JOURNEYMEN WAGE RATES	07/01/03	05/01/04 TBD	05/01/05 TBD
Structural Ironworker	$ 22.00		
Ornamental Ironworker	$ 22.00		
Reinforcing Ironworker	$ 22.00		
Machinery Mover & Rigger	$ 22.00		
Pre-Engineered Bldg.	$ 22.00		
Sheeter	$ 22.00		
Fence Erector (Chain Link/ Security)	$ 22.00		
Pre-Cast Erector	$ 22.00		
Welder	$ 22.00		
Window Erector	$ 22.00		
Foreman	$ 24.00		
General Foreman	$ 25.00		

JOURNEYMEN FRINGE BENEFITS, CONTRIBUTIONS & DEDUCTIONS PAID ON HOURS WORKED

	07/01/03	05/01/04 TBD	05/01/05 TBD
Welfare	$ 3.30		
Pension	$ 5.30		
Upstate IW Assoc.	$ .07		
Medical Supp.	$ .00		
Annuity	$ 3.75		
SUB	$ .00		
Central and Eastern New York Cooperative Trust	$ .35		
Dues % gross wage (Deduction)	5%		
Other- Education and Training	$ .39		

IRON WORKERS LOCAL 33 WAGE SCHEDULE

Wage increases: July 1, 2003 $1.50; May 1, 2004 $1.50; May 1, 2005 $1.50

LOCAL #33 Rates	07/01/03	05/01/04 TBD	05/01/05 TBD
Structural Ironworker	$22.35		
Ornamental Ironworker	$22.35		
Reinforcing Ironworker	$22.35		
Machinery Ironworker	$22.35		
Pre-Engineered Ironworker	$22.35		
Sheeter	$22.60		
Fence Erector	$22.35		
Pre-Cast Erector	$22.35		
Welder	$22.35		
Window Erector	$22.35		
Foreman	$24.35		
General Foreman	$25.35		

Fringe Benefits – On hours worked

	07/01/03	05/01/04 TBD	05/01/05 TBD
Welfare	$ 3.70		
Pension	$ 4.35		
Upstate Ironworkers Assoc.	$ .07		
Medical Supp./Annuity	$ 3.00		
Annuity	.00		
SUB	.00		
IWECT	$ 1.25		
Dues - % gross wages (Deduction)	5%		
Other – Training Fund	$ .44		

IRON WORKERS LOCAL 440 WAGE SCHEDULE

Wage Increase: July 1, 2003 $1.75; May 1, 2004 $1.50; May 1, 2005 $1.75

JOURNEYMEN WAGE RATES	Effective 07/01/03	05/01/04 TBD	05/01/05 TBD
Structural Iron Worker	$ 21.40		
Ornamental Iron Worker	$ 21.40		
Reinforcing Iron Worker	$ 21.40		
Machinery Mover & Rigger	$ 21.40		
Pre-Engineered Iron Worker	$ 21.40		
Sheeter	$ 21.40		
Fence Erector	$ 21.40		
Pre-Cast Erector	$ 21.40		
Welder	$ 21.40		
Window Erector	$ 21.40		
Foreman	$ 23.40		
General Foreman	$ 24.40		

JOURNEYMAN FRINGE BENEFITS ON HOURS WORKED

	07/01/03	05/01/04 TBD	05/01/05 TBD
Welfare	$ 3.70		
Pension	$ 4.71		
Upstate Iron Worker Assoc	$ .07		
Medical Supp.	$ .51		
Annuity	$ 2.65		
SUB	$ .00		
IWECT	$ 1.50		
Dues Assessment (Deduction)	6%		
Other App. & Training	$ .37		

IRON WORKERS LOCAL 9 WAGE SCHEDULE

Wage Increase: July 1, 2003 $1.04; May 1, 2004 $1.04; May 1, 2005 $1.04

	07/01/03	05/01/04 TBD	05/01/05 TBD
Structural IW	$ 25.59		
Ornamental IW	$ 25.59		
Reinforcing IW	$ 25.59		
Machinery IW	$ 25.59		
Pre-Engineered IW	$ 25.59		
Sheeter	$ 28.15		
Fence Erector	$ 25.59		
Pre-Cast Erector	$ 25.59		
Welder	$ 25.59		
Window Erector	$ 25.59		
Foreman	$ 28.15		
General Foreman	$ 28.55		

Fringe Benefit on hours worked

	07/01/03	05/01/04 TBD	05/01/05 TBD
Welfare	$ 3.70		
Pension	$ 4.30		
Upstate IW Assoc.	$ .07		
Medical Supp.	$ 4.00		
Annuity	$ 1.00		
SUB	$ .00		
IWECT	$ .60		
Dues			
% gross wages (Deduction)	$ 1.58 per hour		
Other App. Training	$ .38		

Within the jurisdiction of Local 9, the current hiring hall procedure shall continue.

IRON WORKERS LOCAL 12 WAGE SCHEDULE

Next Scheduled Wage & Fringe Benefit Increases: July 1, 2003 $2.14; May 1, 2004 $2.04 per hour, allocation to be determined; May 1, 2005 $2.04 per hour, allocation to be determined

WAGE & FRINGE SCHEDULE EFFECTIVE JULY 1, 2003 – APRIL 30, 2004

	07/01/03	05/01/04 TBD	05/01/05 TBD
Classification	$ 21.89		
Structural Ironworkers	$ 21.89		
Ornamental Ironworkers	$ 21.89		
Rodman	$ 21.89		
Sheeter	$ 22.14		
Sheeter Buckerup	$ 22.01		
Machinery Mover & Rigger	$ 21.89		
Fence Erector	$ 21.89		
Reinforcing Ironworker	$ 21.89		
Stone Derrickman	$ 21.89		
Precast Erector	$ 21.89		
Welder	$ 21.89		
Curtainwall & Metal Window Installer	$ 21.89		
Foreman	$ 23.89		
General Foreman	$ 24.89		
Superintendent	$ 25.89		

FRINGE BENEFIT – EMPLOYER CONTRIBUTION

	07/01/03	05/01/04 TBD	05/01/05 TBD
Welfare	$ 3.70		
District Council WNY & Vicinity Pension	$ 1.00		
Supplemental Pension	$ 7.53		
Annuity	$ 1.20		
Training & Education	$ .41		
Central and Eastern New York Cooperative Trust	$ .60		
Upstate Iron Worker Assoc	$ .07		

FRINGE BENEFIT – EMPLOYER DEDUCTION

Work Assessments	5%

LETTER OF ASSENT

Effective 5/1/03 • Expires 4/30/06

THIS AGREEMENT is made by and between *(Employer Name)*_____ _____hereinafter called "Employer" and Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12.

1. The Employer agrees to adopt, abide by and be bound by the annexed Working Agreement between the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12, and the Upstate Iron Worker Employers Association, Inc., effective May 1, 2003 through April 30, 2006.

2. The Employer agrees to adopt, abide by and be bound by those provisions of the collectively bargained Working Agreement relating to fringe benefits subject to Section 302 of the Labor Management Relations Act heretofore entered into between Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12 and the Upstate Iron Workers Employers Association Inc., and any modifications, extensions or renewals thereof, with the same force and effect as though the aforesaid collectively bargained Working Agreement was set forth in full herein.

3. The Employer agrees to become a party to and be bound by all the terms and provisions of:

   All of the Welfare, Pension, Education, Training, and Cooperative Trust Funds set forth in Article 8 of the Working Agreement between the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12, and the Upstate Iron Worker Employers Association, Inc., effective May 1, 2003 through April 30, 2006 with the same force and effect as though the Agreements and Declarations of Trust referred to above were set forth herein at length and the Employer originally signed the said Agreements and Declarations of Trust; and the Employer agrees to make payments to the said Plans, covering all employees represented by the Unions or the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12, as required by the collectively bargained Working Agreement and any modifications or amendments thereto, and the Agreements and Declarations of Trust of the aforesaid Plans. The Employer hereby authorizes the Employer Trustees named in the aforesaid Agreements and Declarations of Trust and their successors to act for and on the Employer's behalf.

4. The Employer agrees to adopt, abide by and be bound by the appropriate annexed Addendum to the Working Agreement when performing work in the territory of the Iron Workers Local Union to which the Addendum corresponds, subject to the condition that where an Addendum and the Working Agreement conflict, the Working Agreement shall control.

Name of Employer_____

Signature & Title of Authorized Officer _____ Date Signed _____

Address of Employer _____

Phone Number of Employer _____

EFFECTIVE DATE OF AGREEMENT: _____

Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12

By:_____ Date Signed _____
Signature & Title of Authorized Representative

WORKERS COMPENSATION
CARRIER _____

POLICY #_____ PHONE # _____

ADDRESS _____

PLEASE NOTE

Failure by Employers to remit Fringe Benefit Contributions and Dues Deductions on a timely basis will result in additional interest costs and fees as provided in this Agreement.

Agreement Effective May 1, 2003 and Expires April 30, 2006

Sign in Duplicate
EMPLOYER COPY - This copy to remain with the contract.

LETTER OF ASSENT

Effective 5/1/03 • Expires 4/30/06

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consisting of Local Unions Nos. 60, 33, 9, 440, 6, and 12

By:_____ Date Signed _____
Signature & Title of Authorized Representative

WORKERS COMPENSATION
CARRIER _____

POLICY #_____ PHONE # _____

ADDRESS _____

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