

IRON WORKERS
LOCAL No. 207
June 1, 2023 – May 31, 2027

AGREEMENT

By and Between



Bridge, Structural, Ornamental and Reinforcing
Iron Workers of Local Union No. 207 of
The International Association of
Bridge, Structural, Ornamental and
Reinforcing Iron Workers

694 Bev Road – Youngstown, Ohio 44512
Phone: 330-758-9777
FAX: 330-758-9776

and

The Steel Erectors Chapter of The Builders Association of
Eastern Ohio and Western Pennsylvania

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1. AGREEMENT

This agreement, entered into this 1st day of June, 2023, is by and between the Steel Erectors Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania (hereinafter call "Employer") and Local Union No. 207 (hereinafter called "Union"), and is negotiated by the Steel Erectors Chapter of the Builders Association on behalf of the members of said chapter.

This agreement shall be binding upon each member of said chapter as well as upon the union, each member thereof, and each employee working for a contractor or employer, subject hereto.

The parties hereby declare their mutual objective to be that of achieving and maintaining uniform and acceptable standards of employment to benefit members of the trade and to build a reservoir of competent and efficient journeymen.

The parties state such objective to be basic to the consideration for this agreement. The union therefore agrees to insist the enforcement of this agreement with respect to any contractor

or employer who is not a member of the above chapter but who hires members of the union or employees working at the trade within the jurisdictional area of this agreement and the union further agrees to obtain from each such contractor or employer a signed copy of this agreement for the files of the chapter.

2. 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.

3. DURATION AND TERMINATION

This agreement, with any amendments thereof made as provided for herein shall remain in full force and effect until midnight May 31, 2027 unless it is terminated as provided hereinafter.

- (a) **Termination prior to May 31, 2027.** This Agreement and any amendment thereof may be terminated by either party or by any individual employer whether or not that individual employer is a member of the Steel Erectors Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania, upon written notice to the Union and the Association at least ninety (90) days before the desired termination date, provided the individual employer terminating the Agreement has paid in full all obligations including wages and fringe benefits required by this Agreement before the actual termination date and there are no outstanding disputes between that individual employer and the Union subject to Article 12 of the Agreement as of the actual termination date. Furthermore, the Union may also terminate this Agreement with any individual employer upon written notice to that employer at least ninety (90) days before the desired termination date, provided there are no outstanding disputes subject to Article 12 of the Agreement existing between the Union and that individual employer as of the actual termination date. Any employer who terminates this Agreement under this subparagraph (a) waives its right to become a party to this Agreement.

- (b) **Termination May 31, 2027.** In the event this Agreement is not terminated pursuant to the provisions of subparagraph (a) of this Article, this Agreement may be terminated by notice given by either party or any individual employer or the Union to the other of a desire to change or terminate this Agreement One Hundred Twenty (120) days prior to the expiration date of May 31, 2027. If no such notice is given by either party, an individual employer or the Union, this Agreement shall remain in effect subsequent to May 31, 2027 subject to the termination provision contained in subparagraph (a) of this Article.
- (c) By execution of this Agreement, the Employer authorizes the Steel Erectors Chapter of the Builders Association of Eastern Ohio And Western Pennsylvania to act as its bargaining Representative for all matters relating to this Agreement. The Parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless the authorization is withdrawn by written notice to the Association and the Union at least one hundred and twenty (120) days prior to the then current expiration dates of the Agreement.

4. SCOPE OF AGREEMENT

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

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, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected.

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

5. UNION RECOGNITION

The employer agrees to recognize the union as the exclusive collective bargaining agent for all workers employed as journeymen or apprentices. Further, the employer agrees that it recognizes the union as the exclusive collective bargaining agent for all employees performing ironwork within the jurisdiction of the union as that jurisdiction is described in this agreement.

The employer's recognition of the union as the exclusive collective bargaining agent extends to all present and future job sites. Questions regarding the union majority status at any future job site will be resolved by an authorization card check in accordance with the National Labor Relation Board standards.

The employer will not engage in any conduct or activity designed to undermine the union's status as bargaining agent by filing of a decertification petition or by encouraging an employee to file such a petition.

6. MANAGEMENT RIGHTS

The employer retains full and exclusive authority for the management of its operations. The employer shall direct its working forces at their sole prerogative, but not limited to hiring, promotion, transfer, lay-off or discharge. The employer shall utilize the methods or techniques of construction, tools or other labor saving devices as they deem best.

There shall be no limitations upon the choice of materials or design. The employer shall schedule work and shall determine when overtime will be worked.

The employer shall schedule the work in such manner in that employees covered by this agreement may perform the work in a more efficient manner, thereby improving productivity.

The employer will determine the necessary tools and equipment required.

7. SUBCONTRACTING

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

8. LETTERS OF VERIFICATION

It is agreed that all contractors who are parties to this agreement and employ iron workers in the jurisdiction of Local No. 207 will furnish Local Union No. 207 with signed letters on the letterhead of the employer, stating that they have employed iron workers and paid the negotiated scale of wages on any and all jobs which the employer has performed with iron workers, including detailed description of the work performed within 10 days of receipt of written request.

9. JURISDICTION OF WORK

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, it being understood that the claims are subject to trade agreements

and final decisions of the AFL-CIO as well as the decisions rendered by the National Joint Board for the settlement of jurisdictional disputes, or any other successor boards.

The parties to this agreement are subject to and agree to be bound by all decisions and awards made by the National Joint Board for the settlement of jurisdictional disputes with respect to all jurisdictional disputes which may arise under this agreement.

This agreement shall cover and include all work performed by ironworkers at any industrial, commercial, or construction site, plus all work ancillary thereto, irrespective of where performed. The contractor agrees to engage ironworkers on the following, including but not limited to all work relating to the unloading, handling and fabrication, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum reinforced concrete structures or parts thereof; bridge, viaducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, smoke conveyors, pen stocks, flag poles, drums, shafting, shoring, fur storage room, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, towers, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, all grating buck, partitions, hanging ceilings, hangers, clips, brackets, floorings, floor construction and domes, rolling shutters, curtains, frames, kalomeined and iron doors, cast tiling, air ducts, and trench frames and plates; all wire work, railings, including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, marquees, awnings, elevator and dumb waiter enclosures, elevator cars, tracks, facias, aprons, operating devices, sash, frames, fronts, lockers, racks, book stacks, tables and shelving, metal furniture, seats, chutes, escalators, stairways, ventilator boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, cutting,

bending, drilling, burning and welding, including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators; bulkheads, ship hoists; the making and installations of all articles made of wire and fibrous rope; all rigging in shipyards, vessels, and government departments; false work, travelers scaffolding, pile drivers, sheet piling, derricks, cranes, the erection, installation and handling and operating of the same on all forms of construction work; all railroad bridge work including their maintenance; the moving, hoisting and lowering of machinery and placing of same on foundations, including in bridges, cranes, derricks, buildings, piers and vessels; the loading and unloading, necessary maintenance, erection, installation, removal wrecking and dismantling of all the above and housesmith work and submarine diving, in connection with or about erection of steel towers, chutes and spouts for concrete where attached to towers, and the handling and fastening of the cables and guys for same. The racking, sorting, cutting, bending, hoisting, and placing of all iron, steel and metal used in reinforced concrete construction including mesh for floor arches and the making of hoops and plastics, fiber reinforced polymer composites or other materials when used in place thereof, and retro fit applications, Standing seam metal roofs etc.

Lead and steel shielding, standing seam metal roofs, modular pre-fabricated units such as those commonly used in prisons, hotels, housing, pulpits, service stations, etc., and any completed unit that takes the place of a building or structure. Load bearing metal studs, preformed metal floor or roof joists, also light gage metal framing, reinforcing and structural material regardless of composition.

Moving or jumping devices, electrically or pneumatically powered, that replace manual operations historically performed by the ironworker, shall remain the work of the ironworker.

Welding machines, compressors, tow motors, forklifts, tuggers, and stud welders shall be considered “tools of the trade”.

10. TERRITORY

The territory covered by this agreement shall be the territorial jurisdiction of Local Union No. 207;

Youngstown Local No. 207 with Cleveland Local No. 17

Local Union No. 17, Cleveland, Ohio and Local Union No. 207, Youngstown, Ohio have agreed that the Ohio County of Portage shall be as follows; Please Note: Hiram College and Ravenna Arsenal shall be under the Jurisdiction of Local No. 207, Youngstown, Ohio.

- That part of Portage County East of a line from Middlefield to Shalersville to Deerfield, shall be the jurisdiction of Local Union 207, Youngstown, Ohio.
- South of Route 6, starting at the Geauga County Line, proceeding East to State Route 11 on the East boundary and South of Interstate Route 90 to the Pennsylvania line shall be the jurisdiction of Local Union No. 207, Youngstown, Ohio.
- The entire Ohio County of Trumbull, shall be within the jurisdiction of Local Union No. 207, Youngstown, Ohio.

Youngstown Local No. 207 with Canton, Ohio Local No. 550

All territory East of a line from a point one (1) mile West of the intersection of Route 224 and Route 14 at Deerfield Circle, Deerfield, Ohio to a point where Columbiana County Route 776 intersects with Columbiana-Jefferson county line, to be within the jurisdiction of Local Union No. 207, Youngstown, Ohio.

- When a contractor from Local Union No. 207 performs work within the City limits of Sebring, Ohio this area will be considered a Free Zone for all members of Local

Union No. 207. A Local Union No. 207 Contractor shall be defined as a contractor whose general offices are within the jurisdiction of Local Union No. 207.

Ohio Ashtabula County

All territory from the Geauga county line on the West boundary South of State Route 6 and East of State Route 11 and South of Interstate Route 90 to the Pennsylvania line on the East boundary shall fall under the jurisdiction of Local No. 207.

Pennsylvania Territory

The Counties of Mercer, Lawrence and Venango in their entirety shall fall under the jurisdiction of Local No. 207. Also portions of Butler and Beaver County fall under the jurisdiction of Local No. 207. All Prevailing Wage and Davis-Bacon work in Butler and Beaver County shall fall under the jurisdiction of Local Union No. 3, Pittsburgh, Pennsylvania.

11. 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 the agreement, provided such removal is first approved by the general executive board and notice thereof is first given to the employer involved.

12. SETTLEMENT OF DISPUTES

Any disputes as to the proper interpretation of this agreement shall be handled in the first instance by the business representative of the union and the employer, and if they fail to reach a settlement within three (3) days it shall be submitted by either party to the joint arbitration board.

The joint arbitration board shall consist of members appointed by the Steel Erectors Chapter of the Builders Association and

members appointed by the union, which will comprise the joint arbitration board.

Any six (6) members in attendance shall constitute a quorum, provided either side has at least two (2) members present. Each side of the joint arbitration board shall cast an equal number of votes. The Joint Arbitration Board shall select a Chairman and Secretary from the members of the Joint Arbitration Board. The chairperson and the secretary shall be permitted to cast a vote. The chairperson shall conduct the meetings of the joint arbitration board in a fair and objective manner. The secretary is responsible for the recording and safe keeping of the minutes for all of the joint arbitration board meetings in a fair and objective manner.

In the event that a grievance or dispute does arise and is then brought to the board's attention, the board shall be called into session within 72 hours (exclusive of Saturdays, Sundays and Holidays) of the call or notification.

Decisions of the joint arbitration board shall be in writing and shall be final and binding on both parties to this agreement.

In the event the joint arbitration board fails to reach a decision the grievance or dispute shall be submitted to an arbitration panel to be formed as follows: (1) one member shall be selected by management, (1) one member shall be selected by labor, and these two members so selected shall appoint an impartial third member. If the two representatives cannot agree on the impartial third member they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which the third member shall be selected. The decision of the board of arbitrators shall be handed down within two (2) days after the selection of the third member and the decision of the board of arbitrators shall be final and binding upon both parties.

The joint arbitration board and/or the board of arbitrators shall be empowered to issue an award which includes, but is not limited

to, lost wages and fringe benefits for employees or prospective employee affected by a grievance or dispute.

The joint arbitration board and/or the board of arbitrators shall have no authority to amend, modify or in any way change the terms of this agreement between parties.

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

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

13. STRIKES AND LOCKOUTS

It is mutually agreed that there shall be no strikes authorized by the union or no lockouts authorized by the employer, except for the refusal of either party to submit to arbitration, in accordance with Section 12, or failure on the part of either party to carry out the award of the Board of Arbitration.

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

14. JOB NOTIFICATION

Contractors, before starting work with ironworkers, shall notify Local 207 of the name and location of the project the preceding day.

15. PRE-JOB CONFERENCE

All contractors signatory to this agreement will contact the local union to determine the need for a pre-job conference prior to starting work. A representative of the respective management organization shall be notified and shall have the right to attend.

16. COMPENSATION INSURANCE

The employer must at all times provide Worker's Compensation Insurance. The employer must submit Certificate of Compensation Insurance to the Union Representative before hiring a union member and evidence of compliance shall be kept at the union office and be available for inspection by the chapter at all times.

17. PHYSICAL EXAMINATION

Employees will not be permitted or required to take a physical examination in order to secure employment.

18. DRUG AND ALCOHOL PROGRAM

I. POLICY STATEMENT:

The Parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Iron Workers Employers and Local 207 agree that both the local signatory employers and the union share in a responsibility to protect people and property, and to provide a safe working environment. The purpose of this program is to establish and maintain a drug-free, alcohol-free, safe, healthy work environment for all of our employees. All tests are for the sole purpose of drug and alcohol screening and cannot be used for any other purpose or for identifying medical information about the employee.

II. DEFINITIONS:

- A. Company Premises – The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structure, construction job sites, automobiles, trucks and other vehicles owned, leased or used by the company.
- B. Prohibited Substances – Prohibited substances include illegal drugs, non-prescribed prescription medication, “designer drugs” and alcoholic beverages in the possession of or being used by an employee on the job.
- C. Employees – Individuals who perform structural ironwork for local contractors, including but not limited to: management, supervision, engineering, craft workers, shop personnel and clerical personnel.
- D. Accident – Any event resulting in injury to a person or property damage to which an employee or contractor/ contractor’s employee contributed as a direct or indirect cause.
- E. Reasonable Cause – Reasonable cause shall be defined as excessive absenteeism or tardiness, slurred speech, alcohol smell and erratic behavior, such as noticeable imbalance, incoherence and/or disorientation.
- F. Return-to-Duty – Testing required to re-enter the program after positive test and proper procedural steps have been taken. Test is taken at the expense of the member.
- G. Follow-up – Testing required to re-enter and continue in the program after a positive test and proper procedural steps have been taken.
- H. Re-analysis – A retest of a confirmed positive drug test may be requested by the employee through the Medical Review Officer. The split sample of the original test can be analyzed

by a second DHHS certified laboratory. The employee must request this test in writing within three days of being notified of the positive result and must pay the prepaid expense of the test. If the re-analysis reverses the result, the program will reimburse the cost. The request for the retest will not delay the report of the positive result and the retest result also will be reported.

- I. Computer Generated Selection Testing (CGST) – Third party administrator will select participants to be tested through a computer generated random selection process.
- J. CGST Testing Pool – All participating members (labor and management) will be subject to CGST selection.
- K. Split Sample – The urine specimen will be separated into two samples. Both samples will be appropriately sealed and marked with the employee's identification.
- L. Positive Drug Test – A test which meets the cut-off limits established by the Department of Health and Human Services (DHHS), or a specimen that is adulterated in any way: by adulteration, substitution or dilution. When the cut-off limit for drugs or alcohol are met, the individual is considered "under the influence."
- M. Adulterated Specimen – A urine screening which has been tampered with to cover the true results.
- N. Collection Facility/Site – Approved location where participants can provide a specimen or testing.
- O. Negative Drug Test – A test acceptable for employment.
- P. Iron Workers Drug-Free Workplace Program – IWDFWP

- Q. Gas Chromatography/Mass Spectrometry – GC/MS
- R. Medical Review Officer – MRO
- S. Under the Influence of a Prohibited Substance – “Under the influence of a prohibited substance,” as used in this policy, means the following:
1. Alcohol – Breath alcohol level of .04.
 2. Drugs – Positive results are based on the following thresholds for urine drug testing: Drug Class Screening Confirmation

Test Level Test Level Method

- (a.) Amphetamines 1000 ng/mL 500 ng/mL GC/MS
- (b.) Barbiturates 300 ng/mL 300 ng/mL GC/MS
- (c.) Benzodiazepines 300 ng/mL 300 ng/mL GC/MS
- (d.) Cocaine metabolites 300 ng/mL 150 ng/mL GC/MS
- (e.) Marijuana metabolites 50 ng/mL 15 ng/mL GC/MS
- (f.) Methadone 300 ng/mL 300 ng/mL GC/MS
- (g.) Opiates 2000 ng/mL 2000 ng/mL GC/MS
- (h.) Phencyclidine 25 ng/mL 25 ng/mL GC/MS
- (i.) Propoxyphene 300 ng/mL 300 ng/mL GC/MS

III. DRUG/ALCOHOL TESTING:

The Iron Workers Employers and Local 207 Joint Drug Free Workplace Program (IWDFWP) will pay all costs for the required drug and alcohol testing as identified herein. Records of these tests shall be maintained by the Third Party Administrator and the Medical Review Officer, as indicated. The items covered in this section indicate the reasons for required testing and, except as

specified in items III (G) and III (H), will be covered by the program. It will be necessary to require testing under the following conditions:

- A. A drug test will be required of all applicants for employment.
- B. A Certification Card will be issued to all employees that have passed a drug and/or alcohol test (excluding follow-up tests). They are valid for one year and must be surrendered if the employee is sent for reasonable suspicion testing, has a positive drug or alcohol test result or receives a new Certification Card.
- C. A test may be administered in the event a trained supervisor has a reasonable suspicion that the employee has reported to work under the influence; or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his/her union representative to be present. If on-site representation is not available, all reasonable efforts will be made to contact representation from the employee's union. However, the lack of union representation may not delay the performance of required testing, and the union will be notified of the testing as soon as possible.
- D. Post-Accident testing may be required if an employee is involved in a workplace accident that causes \$500 of damage to equipment, property or vehicles, or if there is a workplace injury that requires off-site medical treatment. (NOTE: Exhibit B is an easy-to-use report form for recording required information for reasonable cause and/or post-accident testing).
- E. CGST Testing – Selection of employees for CGST drug and alcohol testing will be conducted through the use of a CGST number generator or other neutral selection process. Employees will be selected for testing by a

third party administrator selected by the Iron Workers Employers and Local 207 Joint Drug Free Workplace Program. The Third Party Administrator will test a minimum of 25% of the participants annually by CGST.

- F. Follow-up testing will be required as part of after-care for counseling or rehabilitation for substance abuse. Employees returning to work after successfully completing a rehabilitation program and having a negative return-to-duty test will be subject to a minimum of four follow-up drug and/or alcohol tests without prior notice, or as recommended by the Substance Abuse Professional during the first twelve (12) months after returning to work. A positive test will result in disciplinary action.
- G. The program will bear the costs of CGST testing procedures, except that the employee will pre-pay the cost of reanalyzed specimens requested by the employee. If the retest is negative, the employee will be reimbursed. The employee is responsible for tests for reactivation following a positive test.
- H. Any drug testing required by a customer that does not accept the current Certification Card held by a participant, is not the responsibility of this program. Each employee to be tested will be required to sign a consent form and a chain of custody form, assuring proper documentation and accuracy. Specimen analysis for the urine drug tests will be conducted by an independent Department of Health and Human Services (DHHS) certified laboratory, which is jointly selected by the Iron Workers Employers and Local 207 Drug Free Workplace Program and the third party administrator.

IV. TESTING PROCEDURES:

- A. All samples for testing will split-specimens collected by appropriately qualified or trained personnel.
- B. To the greatest extent possible, the privacy of the employees will be preserved while the sample(s) to be tested are taken. However, certain precautions will be taken to ensure that valid specimens are obtained.
- C. The initial screening will be by immunoassay and require gas chromatography/mass spectrometry (GC/MS) for confirmation.
- D. Alcohol testing will utilize only certified personnel and testing methodology or equipment. Confirmation testing requires a printed result.
- E. Reports shall be given to the designated representative of both the employer and the union. The completed chain of custody form shall accompany any positive report and copies of analytical reports shall be available to the employee, the employer and the designated union representative.
- F. Samples shall be properly stored at all times. All reported as positives will be stored frozen for at least 365 days. If the employer or employee requests, the sample shall be stored for a longer period.
- G. All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

V. CONFIDENTIALITY:

- A. All parties to this policy and program have only the interest of employees in mind. Therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept assistance in dealing

with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you voluntarily seek help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.

- B. All actions taken under this policy and program will be strictly confidential and disclosed only to those with a "need to know."

VI. RULES – DISCIPLINARY ACTIONS – GRIEVANCE PROCEDURES

- A. Rules. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
 - 1. Use, possess, dispense or receive prohibited substances on or at the job site; or
 - 2. Report to work while under the influence of a prohibited substance.
- B. Discipline. When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If the test results have not been received within three (3) working days, the employee, if available, shall be able to return to work. If the test results prove negative, the employee shall be made whole. In other cases:
 - 1. Applicants testing positive for drugs may be suspended from employment consideration for a period of up to two months. The individual may be considered upon reapplication if he/she can demonstrate meaningful participation in a rehabilitation program following the

positive drug test and passes the pre-employment drug test.

2. Employees will be required to cooperate with testing procedures and to sign the required consent and chain-of custody forms as a condition of continued employment, or will otherwise be terminated.
3. Employees found in possession of drugs and/or alcohol on the work site may be subject to discipline as provided by section (5,d.) of this section.
4. Employees found to be under the influence of a prohibited substance, including alcohol, while on duty or operating a company vehicle shall be subject to discipline as provided by subsection (5) of this section.
5. The following stages of discipline shall be imposed:
 - a. On the first violation of this policy, the employee shall be given a written reprimand, shall be required to demonstrate meaningful participation in a rehabilitation program (employee will not be paid for time in the rehabilitation program) and provide a negative return-to-duty drug test. The employee must have negative results on follow-up testing at least four times over a one year period, as a condition of further employment.
 - b. On the second violation of this policy, the employee shall be suspended for up to fourteen (14) days without pay, shall be required to complete a rehabilitation program (employee will not be paid for time in the rehabilitation program) and provide a negative return-to duty drug test. They are then required to have negative results on all follow-up testing, at least four times over a one-year period as a condition of further employment.

- c. On the third violation of this policy, the employee shall be terminated “for cause.”
- d. Any sale and/or distribution of a prohibited substance on Company property are grounds for immediate termination.
- e. All aspects of this policy and program will be subject to the grievance procedure of the applicable collective bargaining agreements.

VII. REHABILITATION PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a dependence matter.

If an employee voluntarily notifies supervision or the union that he/she may have a substance abuse problem, program representatives will assist the individual in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or union health and welfare insurance program.

If treatment necessitates time away from work, the employee shall be provided an unpaid leave of absence for purposes of participation in an agreed-upon treatment program.

An employee who successfully completes a rehabilitation program and provides a negative return-to-duty test shall be reinstated to his/her former employment status, if work for which he/she is qualified is available.

VIII. NOTIFICATION

This policy will go into effect one month after its announcement to the Substance Abuse Program participants. All applicants will be informed of the policy. All participating individuals will be required to sign a form indicating their consent to the terms of this policy and the testing procedures. This form is attached hereto as Exhibit A.

This Substance Abuse Program will be reviewed periodically

by a joint committee made up of equal representation from the participating union and contractor representatives.

IX. EDUCATION

The Company will provide education programs concerning drug and alcohol abuse that all employees will be required to attend. All training will be conducted or supervised by appropriately qualified educators who will cover program, policy and practice considerations of Bureau of Worker's Compensation drug testing. In addition, as they become available, the Company will endeavor to provide educational materials to its employees.

All employees will take part in the two (2) hour initial training, prior to program implementation or within four weeks of hire on the policy, the disease model for alcohol and drugs, signs and symptoms of substance use/abuse, and the effects of commonly used drugs in the workplace. Additionally, all employees require two-hour annual refresher training.

All supervisors will receive an initial four (4) hours of informational, problem recognition, policy administration and skill building training, and will be included in the two (2) hour employee training. New supervisors will receive at least two (2) hours of initial training within six (6) weeks of promotion or hire into the position and prior to being involved in testing responsibilities. All supervisors will participate in the employee initial and update training and receive two (2) hours of supervisor refresher/update training annually.

19. SAFETY

- A. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the employer to insure the safety of its employees and compliance by them with any safety rules contained herein or established otherwise by the employer.

Safety equipment will be supplied as required by Federal, State or Local laws and or regulations.

There shall be a joint committee to review and record all matters pertaining to safety, consisting of at least three (3) union and three (3) chapter representatives. The joint safety committee shall be empowered to amend the safety provisions of this agreement by either clarification or addendum.

The committee shall meet semi-annually or more frequent as required for the purpose of jointly reviewing and recording all matters pertaining to safety and to improve safety performance and prevention of accidents.

A job site safety meeting shall be called by the business representative and the contractor representative when deemed necessary.

SAFETY TRAINING

- B. The parties to this agreement agree to promote, encourage and provide, through the apprentice and journeymen training fund, the OSHA 10 hour Passport Program being developed by the Building Trades Department of the AFL-CIO and in the interim the JAC will develop a comparable program.

20. SAFETY PROVISIONS

A. PLANKING FLOORS AND SCAFFOLDING

Planking:

All temporary and permanent flooring requirements shall be installed in compliance under the guidelines of OSHA-Subpart R- 29 CFR §1926.750 flooring requirements.

Scaffolding:

Scaffolds for the exclusive use of ironworkers will be

erected by ironworkers. Multi-craft scaffolds will be erected as per trade agreements and/or established practices. The erection and dismantling of all scaffolding shall be performed in compliance with OSHA-Subpart L-29 CFR §1926.451 General Requirements.

B. STIFFENING AND SUPPORTING WORKING LOAD POINTS

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

C. RIDING THE LOAD OR LOAD FALLS

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

D. SLINGS

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

E. STRINGING OF CHOKERS

There will be no multiple stringing of chokers during the erection of structural members. When implementing a multiple life rigging assembly, the employer shall assure that each ironworker has been provided training per OSHA subpart R-29 CFR-1926.753 under the new SENRAC standards.

F. PROTECTION OF SIGNAL DEVICES

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

G. STUDS AND SPIRALS

Structural steel with nelson studs or other types of concrete anchors welded or fastened to the walking surfaces of the beams will not be erected in the jurisdiction of Iron Workers Local No. 207. Nelson studs or other types of anchors on the walking surfaces of the beams must be installed by iron workers after the beams are erected.

H. ELEVATOR SHAFT PROTECTION

No employee will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above employee working shall be planked safe in all elevator shafts.

I. DOUBLE CONNECTIONS

When erecting steel, all pertinent OSHA requirements shall apply where two steel members frame into the same set of holes in column webs.

J. INJURED MEMBERS

The contractor shall furnish proper transportation for injured members to be taken to the doctor or hospital. When injured member and steward are required to go to the doctor or hospital they shall be paid to the end of the regularly scheduled work day, shift or overtime. The injured employee's ability to work or not to work shall be determined by a person capable and equipped to make such a decision.

21. WITHHOLDING FORMS

Members will fill out withholding form before commencing work.

22. METHODS OF TIME KEEPING

A. Employees will not be required to punch time clocks, drop brass or any individual method of time keeping.

B. An employer may use electronic time sheets. However, no Ironworker shall be required by the employer to use his/her personal cell phone or other personal electronic device to track his/her work hours, attendance, and/or working location. An employer may provide Iron Workers electronic devices to track his/her work hours, attendance, and/or working location, but in no event shall the Iron worker be required to use, monitor, or power that device outside of the job site vicinity.

23. PAY DAY

The regular pay day shall be once a week on such day 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 offer employees the ability to take advantage of services through the use of direct deposit, electronic pay services or debit card arrangements as an alternative to receiving compensation in the form of a payroll check.

Employers may withhold three (3) days wages to enable them to prepare the payroll. When pay day falls on a holiday, the contractor shall pay the day before with the provision that 3 days pay may be withheld.

When an observed holiday falls on a Monday and the employers pay day is on a Tuesday or Wednesday, the employer may have an additional day to process payroll.

Pay checks are to show all deductions including fringe benefits. 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.

In the event a contractor issues a bad check for wages or fringes to employees covered by this agreement, or to the Fringe Benefit Office, such check being bad due to insufficient funds, said employer will thereafter pay wages and fringes in cash only.

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 an employee reports to work on pay day and job is discontinued any time between 10:00 AM and 4:30 PM, he/she shall receive his/her weekly pay check at the time the job is discontinued.

When an employee or employees are laid off or discharged they shall be paid in full in cash or other legal tender on the job immediately. Any undue delay or loss of time caused the employee or employees through no fault of their own in securing their pay shall be paid for by the employer causing such delay at the regular straight time wage at the rate of eight (8) hours per day. If required to go to some other point or the office of the employer, the employees shall be paid for the time required to go to such places. Employees will be given one (1) hour at layoff time on any job in excess of two (2) days.

It is also recognized that special circumstances exist relative to overtime hours, weekend work, and the remuneration for employees during situations when the employers payroll department may be closed or employer has a contractual agreement with an outside payroll service provider. When such instances occur, the checks should be prepared and furnished immediately upon resumption of the first normal business day, and the above penalties shall not apply. If the checks are not mailed on the first normal business day, then the employee is to be paid an additional four (4) hours for every day the check is not mailed.

When employees quit of their own accord, they may be paid in person or their money or check must be mailed and postmarked no later than twenty four hours after the next regular pay day following the quit. If check or money is mailed, certified mail with return receipt must be used. If, forty eight hours after the regular pay day following the quit, the employee has not received his/her check or money, the employee must then notify the local union office. If this

forty eight hour period should fall on a day when the union offices or post offices are closed, this period shall be extended to the first day these offices are open. Failure to comply with this forty eight hour notification shall forfeit the employee's claim. After the twenty four hour period following the pay day, to allow for the postmark, the employee shall be paid eight hours pay at the straight time rate of pay for each day waiting to receive his/her check or money. Saturdays, Sundays, and Holidays shall be excluded only if the project on which this employee was employed did not work on these days. If the project worked on these days the employee shall be paid at the overtime rate of pay for as many hours as the project worked on these Saturdays, Sundays or Holidays.

When an employee is laid off or discharged, the employer shall give the employee a termination slip stating the reason for such termination and shall include the correct name and address of the Employer and dates of employee's employment.

24. WORK DAY

A. WORK HOURS PER DAY

Eight (8) hours shall constitute a day's work, between the hours of 7:00 AM and 4:30 PM, Monday through Friday inclusive. Any work performed before 7:00 AM or after 4:30 PM, shall be paid for at the overtime rate.

B. FOUR DAY WORK WEEK

The employer, at his option, upon mutual agreement with the Business Representative, can institute a weekly work schedule of four (4) ten (10) hour days. Notwithstanding any other provisions of the agreement, and to the extent permitted by law, such schedule shall be worked at straight time only. Overtime shall be paid at the rate of time and one half for all hours worked in excess of ten (10) in any one work day and at the rate of time and one half in excess of forty

(40) hours in any work week (work week is defined Monday thru Friday). If any work week less than forty (40) hours are worked, the employer shall have the option of scheduling a make-up day on Friday, to be worked at straight time rates (up to forty (40) hours). If work is scheduled on Friday, it will be for a minimum eight (8) hour shift. When an employee commences employment mid-week and work has not been deterred because of inclement weather or recognized holiday he/she shall receive premium pay if the job works outside the four (4) tens (10)'s schedule. An employee, who misses work on his/her own accord, during the week in question, shall not be entitled to premium pay until the initial forty (40) hours is obtained. Once this agreement is implemented it shall last for the duration of the job, provided conditions warrant. If the other basic crafts employed on the project receive the overtime rate for the ninth (9th) and tenth (10th) hours, the ironworkers will also receive the overtime rate.

C. SUMMER HOURS

Changes in the work hours per day, not to exceed an eight (8) hour day, during the summer months between Memorial Day and Labor Day, may be made by mutual consent between the employer, the union and the majority of iron workers on the job.

D. COFFEE BREAK

On jobs of eight (8) hours duration, a brief coffee period shall be permitted at the work station between 8:30 AM and 10:00 AM without a general work stoppage. In the case of inclement weather the employees will be permitted to take their coffee period out of the inclement weather. On jobs that are longer than eight (8) hours, a second coffee period will be permitted as described above. The contractors representative will govern the acquiring of the coffee and the amount of time requested for the coffee period.

E. LUNCH TIME

On an eight (8) hour job when employees are required to perform work on their regularly scheduled lunch period, they shall be paid at the overtime rate for the full half hour, and lunch shall be taken as soon as possible thereafter.

On all jobs where employees are required to work more than eight (8) hours, after two (2) hours of overtime, there shall be a lunch period of one half (1/2) hour, and each for (4) hours thereafter without loss of time to employees. The number of employees relieved for lunch after the tenth hour of work may be staggered at the discretion of the employer so that work may continue. The lunch period may be changed by agreement between the Business Agent and the contractor or his/her representative.

F. SHIFT WORK

When shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work eight (8) hours and receive eight (8) hours pay, plus a \$2.00 per hour shift additive. The third shift shall work eight (8) hours work for eight (8) hours pay, plus a \$2.25/hour additive. A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the union representative and shall not be considered as time worked. All shift work shall be performed as set forth under the rules governed by the National Maintenance Agreement.

G. OVERTIME AND HOLIDAYS

All overtime work Monday through Saturday inclusive shall be paid at one and one half (1 1/2) the straight time rate of pay. All work on Sunday's and Holiday's shall be paid at double (2) the straight time rate of pay. No work shall be performed on Labor Day except to save life or property.

The contractor or his/her representative shall notify the steward or the union hall of all unscheduled overtime work. Ironworkers employed on a particular work operation shall not be displaced by other employees, on that day, working for the same Employer when it becomes necessary to work overtime on such particular work operation. This does not apply to General Foreman or where specific skills are needed to perform a work operation.

The following Holidays shall be observed: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day. Memorial Day to be celebrated the last Monday in May.

Any Holiday which occurs on a Sunday shall be observed the following Monday.

H. TRAVEL EXPENSE

When an employee reports to work and due to inclement weather conditions NO WORK can be performed, the employee shall receive a travel expense of \$50 provided the employee remains on the job site for two (2) hours after the regular starting time. If the employee leaves before the two-hour period of time, the \$50 travel expense is forfeited.

I. REPORTING TIME

When an employee is ordered by the employer or his/her representative to report for work and does report to work but through no fault of the employee is not put to work (for other than weather conditions), the employer shall pay him/her for two (2) hours provided the employee remains on the premises and on call during that two (2) hour period following the scheduled starting time.

If the employee is required by the employer to begin work at the regular starting time or at any time during the first two hours, the floating two-hour show-up provision goes into

effect to compensate for lost time due to changing weather conditions.

Once in effect, the floating two hours can be used during the first four hours of the day in increments on no less than one half (1/2) hour. The employer shall have the option to implement the use of the floating two-hour provision all day; however, this option must be implemented from the first day the project begins.

The employer will retain the right to call the employees the night before, no later than 9:00 PM, provided the employee is available to receive the call, to cancel work for the following day, should bad weather be eminent. If an employee cannot be reached and does go to the job site, that employee will receive \$50 for travel expense as per section 24 H (above).

In the case of a call off on payday, the employee's pay will be made available at the job site or the employer's office or mailed and postmarked that day (employee's option). The employer will not be permitted to selectively call off some employees and work others. If anyone works, everyone works. If the job is shut down for three (3) consecutive days the employees will be laid off.

J. WASH UP TIME

When wash up facilities are available and employees have been working in excessively dirty conditions, they shall be given adequate time to wash up prior to regular quitting time, ten (10) minute time limit.

K. TRAINING DURING WORK HOURS/ORIENTATION

When an employer requires Ironworkers to cease their regular duties to attend training during scheduled work hours, he/she shall be paid at the applicable wage rate including benefits for the full time missed from the job for the scheduled work day straight time hours. This does not apply to training

that is scheduled outside normal working hours.

When an employer/project owner requires specific project orientation/training, the Iron worker shall be compensated at the applicable wage rate including the benefits for the amount of time spent completing the specific project orientation/training.

25. WORK RULES

A. CELL PHONES

The use of personal pagers, cellular telephones and other communication devices shall be prohibited during working hours. The use of the above stated devices shall be restricted to recognized break times. The abuse or misuse of the above stated devices will be cause for one written or verbal reprimand; a second occurrence shall be cause for another written or verbal reprimand, a third occurrence shall be cause for discipline up to and including termination.

B. POWER EQUIPMENT AND RIGGING

Ironworkers will perform all work pertaining to erecting guy or stiff leg derricks, skip hoists, tower cranes, tramways, cable ways, gin pole, Chicago boom, A frames, gallows frames, jib cranes, overhead cranes, or any other lifting equipment used in performing work claimed by ironworkers.

The changing of all booms and jibs on mobile and stationary cranes which includes all receiving of cable, placing and removing counterweights, the building of all cribs, or shoring and placing of mats and all other work (except mechanical and maintenance) required on above equipment when it is used to perform work claimed by ironworkers.

When a (one) crane is moved on the job and no ironworkers are employed by that steel erector, the crane or boom may be assembled by other than ironworkers. Ironworkers shall

perform the unloading, assembling, disassembling, loading and securing of all cranes used in performing work claimed by ironworkers.

When machinery or equipment is moved which requires jacks, rollers, chain falls, sling chokers, fork lifts, air tuggers, or any type of power equipment, the employer shall employ ironworker riggers to perform such work.

C. MATERIAL SORTING, DISTRIBUTING AND STORAGE POINTS

The sorting, distributing and handling of all material coming under the jurisdictional claims of the union in or about the job, or at storage points, shall be done by iron workers, in accordance with International regulations and official decisions.

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

No less than six (6) employees and a foreman shall be employed around any guy or stiff leg derrick used on steel erection.

The erection, dismantling of all false work, including the driving and pulling of piling, taking down derricks, travelers and all rigging used in the erection or dismantling of any and all steel work shall be done by iron workers.

E. CREW SIZE

The crew size shall be any number of Ironworkers required to safely perform the work and shall be increased or decreased at the discretion of the employer. The union retains the right to submit for arbitration any abuse of this section.

F. RIVETING GANGS

Riveting gangs shall be composed of not less than four (4) employees at all times. The employer may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid at

the appropriate overtime rate for such time worked before the regular starting time.

When three (3) or more riveting gangs are employed on any job, a foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the foreman to temporarily fill the gang.

G. TOOL ROOM EMPLOYEE

It is agreed that if the responsible contractor sees the need and necessity of a tool room and a tool room employee to dispense tools in a manner applicable to the conditions of the job, service tools, and the need for day to day maintenance to insure their proper working, then said tool room employee will be an iron worker.

H. REINFORCING CONCRETE CONSTRUCTION

Ironworkers have sole jurisdiction over the installation, repair and maintenance of reinforcing rods, including the placing and pulling of wire mesh, and must be the only craft assigned to such work. When a continuous pour is being made, if necessary, the contractor will furnish foul weather gear.

I. PREFABRICATION

Rods, mesh, shear heads, spiral coil and steel traditionally fabricated in the field shall not be prefabricated off the job.

J. PRECAST, PRESTRESSED, REINFORCED CONCRETE STRUCTURAL MEMBER FOR BUILDINGS, BRIDGES AND OTHER STRUCTURES

Where precast, prestressed, reinforced concrete structural members are used, in the construction of buildings, bridges, and other structures and power equipment such as derricks, cranes, jacks and/or rigging is used, work of loading, unloading, moving and placing shall be performed by ironworkers.

K. POST TENSIONING

The unloading, hoisting, placing of cables, pumping of grease, mortar and any operation of power driven jacks, shall be the work of the iron workers, all field repairs to be done by iron workers.

L. CERTIFIED WELDERS

When contractor has welding on projects that requires state certified welding test, contractors will stand expense for certifying welder employee. The employer will retain possession of certificate issued by the certifying authority to the person and/or persons qualified. The iron workers apprenticeship committee shall certify and maintain an active list of certified welders. The papers shall be held by the JAC and be made available to the welder or contractor if required.

If additional qualification testing is required other than the testing covered by the JAC, the cost of such testing shall be paid by the contractor. Copies of certification papers shall be forwarded to the JAC, and maintained on file.

M. WELDING AND BURNING

When welding, burning, Magna Flux, Xonar or Sonic Welding is done on any work covered in this agreement, ironworkers shall be employed to assist in the performance of the job. When welding on steel skeletons or when scaffolding is used each journeyman welder shall be provided with a journeyman ironworker's assistant. When a foreman is required, one of these employees may act as foreman.

When two (2) or three (3) journeyman welders are used, one (1) ironworker assistant shall be employed.

When four (4) or five (5) journeyman welders are used, two (2) ironworker assistants shall be employed.

When six (6) or seven (7) journeyman welders are used, three

(3) ironworker assistants shall be employed.

When eight (8) or nine (9) journeyman welders are used, four (4) ironworker assistants shall be employed.

When ten (10) or eleven (11) journeyman welders are used, five (5) ironworker assistants shall be employed.

N. DOUBLE JOBS

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

O. WORK LIMITATIONS

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

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

Alleged violations shall be submitted by either party to the Joint Arbitration Board.

P. 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.

26. MISCELLANEOUS CONDITIONS

A. FIRES & THEFT

Where the clothes or tools of an employee are damaged or destroyed by fire or lost as a result of theft by a break-in, the employer shall bear the loss up to a maximum of five hundred dollars (\$500) for each individual's loss. The employer may

require a list of any clothes and tools brought to the job site by the employee which could be exposed to fire or theft by break-in. The employer, with mutual consent of the Business Representative, has the option to require employees not to leave clothes or tools at the job site during non-working hours (overnight or over the weekend).

B. DRINKING WATER - CLOTHES ROOM

The employer shall furnish suitable drinking water at all times. Ice water will be made available on the job as agreed by steward and contractor representative. All shelters shall be suitably heated at all times to dry gloves and clothes when wet and separate rooms shall be provided for different shifts after ten (10) or more employees per any shift on a multi-shift project.

A suitably heated shelter that provides adequate seating for ironworkers only shall be available on jobs with more than five (5) employees and of forty (40) hours duration or more for the purpose of keeping personal tools and clothes and in which to eat lunch. The same to be kept clean at all times.

C. TRANSPORTATION

At job locations where private transportation is not permitted, the employer shall furnish transportation that provides safe and adequate seating and shelter from inclement weather from the designated parking area to the job site and back to the parking area when said distance is one half mile or more.

D. SHIPPING EMPLOYEES

Employees shipped to jobs or work out of the jurisdiction of the local union shall receive transportation, traveling time and expenses; provided they remain on the job thirty (30) 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 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.

27. TOOLS

A. TOOLS AND EQUIPMENT

Employers may require employees to sign for hard hats, belts, harnesses, tools, and other equipment. Employees shall be responsible for returning such items following their use. No ironworker will be permitted to furnish, supply or rent to an employer any equipment used in connection with ironworker's work, such as welding machines, cutting torches, impact wrenches, power grinders, power drills, pickup trucks, hoisting equipment, or other similar equipment in a category recognizably larger than conventional hand tools. Body harnesses and lanyards will be provided by the employer. Harnesses and lanyards shall be returned at the conclusion of the project or termination of employment. If harnesses and lanyards are not returned the cost of such will be deducted from the employees pay.

B. FINISHERS' TOOLS

Employees employed on ornamental, mechanical, machinery, finish and any other type of precision work shall furnish for their own use all necessary hand tools to enable them to effectively install or complete such work, such as tape measures, different size drive ratchets with sockets, sets of open end and box wrenches, plumb bobs, chalk boxes, combination squares, scribes, torpedo levels, crescent wrenches, allen wrench sets, screwdrivers (regular and phillips), ball peen hammers, tool chests and other tools of similar nature.

C. TOOL REPLACEMENT

Contractors will replace all personal tools broken in performance of duties with equal quality tools, when broken tools are turned in. Any tool broken shall be reported and turned in to the employer representative the same day.

D. SAFETY SHOES (Steel Toe and/or Metatarsal)

If safety shoes (Steel Toe and/or Metatarsal) are required by the Owner; contractors will reimburse up to (\$100) dollars per year. An Original/valid receipt must be submitted to Local 207 Union Hall at Which Local 207 will submit for reimbursement on behalf of the Member and record/track reimbursements.

E. BOOTS

Contractor to provide boots when working the pour.

F. GLOVES & SLEEVES

Contractor to provide leather gloves and sleeves where position welding is being performed.

28. EMPLOYEE CLASSIFICATIONS

A. GENERAL FOREMAN

General foreman shall receive a minimum of \$3.20 over the journeyman rate of pay. Effective June 1, 2024, the General Foreman shall receive a minimum of \$3.30 over the Journeyman rate pay. Effective June 1, 2025, the General Foreman shall receive \$3.40 over the Journeyman rate. Effective June 1, 2026, the General Foreman shall receive \$3.50 over the Journeyman rate of pay.

When three foremen are employed on any one project, or any one shift there shall be a general foreman employed. The general foreman shall be a member of the International Association of Bridge, Structural, Ornamental and Reinforcing

Iron Workers and he/she shall have supervision over the foremen and shall be available on the job at all times during all working hours.

B. FOREMAN

Foreman shall receive a minimum of \$2.70 over the journeyman rate of pay. Effective June 1, 2024, the Foreman shall receive a minimum of \$2.80 over the Journeyman rate of pay. Effective June 1, 2025, the Foreman shall receive \$2.90 over the Journeyman rate of pay. Effective June 1, 2026, the Foreman shall receive \$3.00 over the Journeyman rate of pay.

When two (2) or more employees are employed, one shall be selected by the employer to act as foreman and the foreman is the only representative of the employer who shall issue instructions to the workman. If the first foreman is not a member of Local 207, the second foreman shall be, provided he/she meets the standards of the contractor.

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

All foremen in the jurisdiction of Local No. 207 will be guaranteed a forty (40) hour week on any job of forty (40) or more hours' duration and on which ten (10) or more employees are employed. On jobs of five or more days duration and employing ten or more ironworkers, the foreman shall receive a forty (40) hour week guarantee when a holiday falls in the work week. The above employees on a forty (40) hour schedule shall remain on the job.

C. LAYOUT MAN

On a job of eight hours or more working with drawings in the

capacity of a layout employee, the employee will be paid \$1.00 per hour above the journeyman wage rate. A contractor may not split the jobs into lesser periods in order to avoid paying the layout employee wages.

D. SHEETER

Sheeter foreman shall be responsible to direct and be knowledgeable in the installation of siding, roofing, and all related accessories, and shall be assisted by no more than eight (8) journeymen. There will be a sheeter in each individual crew.

E. APPRENTICES

The apprentice to journeyman ratio and/or wage scale or percentages may be different from the ratio and/or wage scale or percentages specified herein to the extent provided, permitted or required by an applicable International or project agreement or by mutual modification by the employer, the business agent and the executive board of Iron Workers Local 207, if an acceptable notice is given to all contractors bidding the job or signatory to the current agreement, 48 hours prior to the time bids are due. The ratios and/or wage scale or percentages provided in such agreement shall be applicable in accordance with such agreement when certified by either the International union or applicable local union.

One (1) apprentice may be hired on any job for every four (4) journeymen, if apprentices are available and with the approval of the business agent.

When seven (7) journeymen are employed by a contractor within the jurisdiction of Local 207, the eighth (8th) person hired must be an apprentice and from then on one (1) apprentice must be hired for every four (4) journeymen hired. The exception for ornamental iron work will remain at one (1) apprentice to two journeymen and on the spinning of cables

on suspension bridges one (1) apprentice shall be permitted to each journeyman.

When an employee is required to attend day school he/she will be laid off by the employer. After their commitment to the school is complete, he/she will be eligible to return at the discretion of the employer.

Apprentice Rates:

For apprentices indentured after June 1, 2023:

1st year	(65% of Journeyman)
2nd year	(75% of Journeyman)
3rd year	(85% of Journeyman)
4th year	(95% of Journeyman)

Fringes:

Full Fringe benefits except annuity are to be paid on 1st and 2nd year apprentices. Full Fringe benefits with 80% annuity to be paid on 3rd year apprentices. Full Fringe benefits with 90% annuity to be paid on 4th year apprentices. All deductions from the wage such as working assessments, Special Activities and Impact will be fully deducted.

F. JOB STEWARD

- 1.) There shall be a steward on each job who shall be a member in good standing of this local union, and he/she shall be appointed by the business agent from the ironworkers on the job. It is also the steward's duty to look after the interests of both parties, see that the number of employees desired by the employer is promptly reported to the business representative. He/She shall keep a record of employees laid off and discharged, and take up all grievances of the job and try to have same adjusted, and in the event he/she cannot adjust them he/she must promptly report that

fact to the business representative, so that efforts can be made to adjust any matter without the stoppage of work. Steward shall report weekly in writing to the union, the names of the ironworkers on the job and their standing with the union. Steward shall see that the provisions of these working rules are complied with and report to this union true conditions and facts. The steward shall promptly take care of injured employees and accompany them to their homes or to a hospital as the case may require, without any loss of time, and report the injury to the proper officers of this union. A steward failing to fulfill his/her duties shall be subject to a penalty of conviction on charges provided for in the International Constitution. The employer agrees that the job steward shall have access to, and be able to use, the job telephone at all times if the employer has a telephone. Any long distance telephone calls shall be made collect.

- 2.) It is specifically agreed that no steward shall be discharged or laid off for discharging his/her duties as steward without such action having first been approved by the executive board of Local No. 207.
- 3.) No work shall be performed by members of this association at any time unless a job steward is on the job.
- 4.) It is agreed that the substitute steward may be laid off on a general layoff.
- 5.) A vehicle pass will be obtained when possible provided steward submits certificate of liability insurance in compliance with owner's requirements.

G. PROBATIONARY MEMBER

Probationary members will be allowed to be placed on jobs covered by the local union collective bargaining agreement except that under no circumstances shall any probationary member be allowed to work on a prevailing wage rate job unless they receive journeyman's wage rate as specified in the local collective bargaining agreement. A Probationary Member may be terminated from the program at any time for non-compliance of the program or employer qualifications. All such decisions will be made by the Business Manager in conjunction with the local examining committee. All Probationary Members shall be required to attend the OSHA 10 Hour Class in addition, an orientation which will cover referral rules, fringe benefit plans, and expectations of the Probationary Member.

H. APPRENTICE INSTRUCTORS

When an employee is needed as an Apprentice Instructor, he/she will be laid off by their employer and be eligible for Re-hire, at the discretion of the employer, after their commitment to the JAC is complete.

29. AFFIRMATIVE ACTION PLEDGE

Background: Whereas it has been extremely difficult under the existing apprenticeship program standards and selection procedures to recruit, train and maintain an adequate number of minority and female apprentices in the ironworking industry and, Whereas Structural Ironworkers Local Union No. 207 and the Steel Erectors Chapter of the BAEOWPA desire to make every good faith effort to comply with Federal and State minority and female employment requirements, now and therefore,

Be it resolved that the purpose of this pledge shall be to

provide the means to affirmatively recruit, train and maintain an adequate number of minority and female ironworker apprentices in the jurisdiction of Ironworkers Local 207.

30. FRINGE BENEFITS AND EMPLOYEE DEDUCTIONS

A. FRINGE BENEFIT REMITTANCE

Full payment shall be made within and not later than fifteen (15) days from the end of the month during which the employment occurred. The report and payment shall be postmarked no later than the first regular work day following the 15th of each month.

It is hereby agreed that the collection, administration, and disbursements of the various employer payments required by this agreement shall be remitted to:

Ironworkers Local 207 Fringe Benefit Funds
694 Bev Rd., Suite A
Boardman, OH 44512

B. HEALTH AND WELFARE PLAN

The employer agrees to contribute the sum of seven dollars and thirty-five cents (\$7.35) per hour worked for all employees covered by this agreement into the Mahoning and Trumbull County Building Trades Insurance Fund which is established under this and previous agreements. For the purpose of this clause, "hours worked" shall include reporting or "Floating Show Up" time.

All parties hereto agree to, shall be subject and bound by the Mahoning and Trumbull County Building Trades Insurance Fund Agreement and Declaration of Trust of June 23, 1952, as amended May 17, 1960 and April 18, 1961, and as the same may be further amended pursuant to the provisions

therein, which Agreement and Declaration of Trust is by reference incorporated herein.

C. PENSION FUND

The employer agrees to pay the sum of nine dollars and Seventy six cents (\$9.76) for each hour paid for all employees covered by this agreement to the Ironworkers Local 207 Pension Fund.

The said Pension Fund shall be administered pursuant to an Agreement and Declaration of Trust administrated jointly by an equal number of representatives of the employers and the union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto shall be considered as part of this agreement as though set forth here at length.

The foregoing contribution rates are intended to represent the Employers' total hourly cost for providing pension benefits during the term of this agreement. If any Pension Plan requires any contributions that are in excess of these amounts, or, if a Pension Plan fail to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax or a surcharge, the hourly wage shall be immediately reduced by an equivalent amount.

D. ANNUITY FUND

The employer agrees to pay the sum of Six dollars and fifty-four cents (\$6.54) for each hour paid for all employees covered by this agreement to the Ironworkers Local 207 Annuity Fund. The said Annuity Fund shall be administered pursuant to an Agreement and Declaration of Trust administrated jointly by an equal number of representatives

of the employers and the union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto shall be considered as part of this agreement as though set forth here at length.

E. APPRENTICESHIP TRAINING AND JOURNEYMAN RETRAINING CONTRIBUTION

Each employer shall contribute the sum of one dollar (\$1.00) per hour worked for all employees covered by this agreement for the purpose of funding the apprenticeship and journeyman retraining program. For the purpose of this clause, hours worked shall include reporting or floating show up time

The contributions of the employer shall be used to defray training costs as provided for in the joint apprenticeship training program. The fund is established by the Ironworkers Local 207 Joint Apprenticeship Committee for the support of the apprenticeship program. Such contractors shall also comply with all regulations imposed by said committee.

F. CONSTRUCTION ADVANCEMENT PROGRAM

- 1.) The employer and the union agree to and approve the establishment of a program to be known as the Construction Advancement Program of Eastern Ohio and Western Pennsylvania. The purpose of the program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial support for activities of construction industry management, particularly in the areas of public relations, public education, market development, personnel practices and labor relations, but limited only in that such activities shall not include support for anti-labor legislation, shall not be used for direct support of contractors in event of a strike and shall not result in

direct financial benefit to any participating individual, firm or corporation.

- 2.) The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1970, a copy of which is available for inspection by the parties at the office of the trustees thereof, and which is included herein by reference and made a part hereof. Each employer covered by this agreement shall pay an amount as periodically negotiated between the employer and the union for each hour worked by each journeyman, apprentice or other employee within the bargaining unit to The Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with instructions on forms furnished by the Builders Association of Eastern Ohio and Western Pennsylvania.

Effective June 1, 2023, said amount shall be twenty-two cents (\$0.22) per hour. If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this agreement, the amount may be increased by up to a maximum of an additional four cents (\$0.04). Any increase to the Construction Advancement Contribution during the term of this agreement will be added to the negotiated increase and said increase shall be borne solely by the employer.

- 3.) The consideration for this agreement is as follows:
 - a. Recognition by the parties of the need for providing the means whereby the employer can facilitate and supplement the financing of its activities;
 - b. Obligations assumed by the employer to withhold, collect, and forward monies from the pay of

employees for the benefit of employees in Welfare Funds, Pension Funds, and Vacation Funds;

- c. Obligations assumed by the employer to pay, collect and forward monies for the apprenticeship training funds.

G. I.M.P.A.C.T.

The parties shall contribute five-eighths of one percent ($\frac{5}{8}$ of 1%) of straight time wages based on hours worked of the established Journeyman rate for each project, to the Ironworkers- Management Progressive Action Cooperative Trust (IMPACT), a joint Cooperative Trust with Federal tax exempt status under 501(a) of the Internal Revenue Code as an exempt organization under Section 501(c)(5) of the Internal Revenue Code.

H. Organizing Fund

Ironworkers Local 207 shall pay an International Supplemental Per Capita Tax of three-eighths of one percent ($\frac{3}{8}$ of 1%) of the applicable hourly journeyman wage rate for each hour worked per member per month to the International Organizing Fund. The Fund may be used to defray the cost of research, education, legal, administrative, and political support to assist in organizing. The General Executive Board shall provide rules and regulations Governing the administration of the Fund.

I. UNITED WAY FUND

The employer agrees to contribute the sum of one cent (\$.01) per hour worked for all employees covered by this agreement.

J. WORKING ASSESSMENT

The employer agrees to deduct the sum of four percent (4%) of the gross pay for all employees covered by this agreement for the Ironworkers Local 207 working assessment.

Ironworkers Local 207 shall have the right to change the assessment and/or create new assessments if they are deemed necessary.

Thirty (30) day minimum notification must be given to the employers in the event of a change.

K. SPECIAL ACTIVITIES FUND

The employer agrees to deduct the sum of \$.07 (seven cents) for each hour worked for all employees covered by this agreement and remit the same to the Structural Ironworkers Local 207 special activities fund. The employer agrees that the union has the right to terminate or reduce the amount of the agreed to deduction for this purpose. In such an event, the monies would revert back to the employee or be distributed to other funds as the employee so designates.

L. VOLUNTARY EMPLOYEE BENEFIT FUND PLAN

The employer agrees to pay the sum of two dollars and fifty-one Cents (\$2.51) for each hour paid for all employees covered by this agreement and remit the same to the Ironworkers Voluntary Employee Benefit Fund Plan. The said VEBA Plan shall be administered pursuant jointly by an equal number of representatives of the employers and the union, which agreement and declaration of trust shall conform to all requirements of law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto shall be considered as part of this agreement as though set forth here at length.

M. MAHONING VALLEY CONSTRUCTION COALITION

The LMCC will be at a rate of two cents (\$.02) per hour and the amount will be shared equally between Labor and Management. The employers will contribute one cent (\$.01) per hour worked and agrees to deduct the sum of one cent (\$.01) per hour worked for all employees. The contribution

will begin January 1, 2011, provided the organization is established and the parties to this contract mutually agree.

N. PENALTY FOR NON-PAYMENT OF FRINGE BENEFITS

- 1.) Full payment of all fringe benefits and assessments shall be made within and not later than fifteen (15) days from the end of the month during which the employment occurred. Any payment postmarked later than the first regular work day following the 15th of each month will be considered a delinquent account and the penalty clause will be enforced.
- 2.) Penalty. The employer agrees that if he/she becomes delinquent in making this payment he/she shall become liable for damage amounting to the greater of 1.5% of the delinquent amount due or \$25.00 for the first month of delinquency plus a penalty of the greater of 1.5% or \$25.00 for each successive month of delinquency or fraction thereof until paid.
- 3.) The employer shall also become liable for court costs and attorney fees to cover costs of the administration, bookkeeping, and other expenses incurred by reason of the employer's delinquency.
- 4.) The employer shall become liable for the cost of an audit ordered by the trustees, the purpose of which is to determine the amount of monies due the funds, including liquidated damages, court costs, and attorney's fees. The trustees alone shall have the authority to determine whether the circumstances require an audit, together with liquidated damages, court costs, and attorney's fees must be paid in full before the delinquent employer's contributions will be accepted by the trustees, and before the employer shall again be eligible to participate in the funds as a contributing employer.

- 5.) Pursuant to the Collection Procedures of the Fringe Benefits Funds, the Employer agrees to permit a random payroll audit of its payroll records by either or both Funds for the purpose of determining the accuracy of the Employers' contributions during the immediately preceding Plan year. This random payroll audit shall be consistent with the collection procedure adopted by the Trustees of both Funds. All of the foregoing provisions are cumulative and shall not deprive the union of its rights to strike to enforce the terms of the bargaining agreement, or the employees of any other rights or remedies the law may provide against delinquent employers.

O. BONDING

All contractors and employers shall be required to post bonds with the trustees of the funds or the union guaranteeing the payments agreed to herein.

The amounts of such bonds shall in each case be equal to ten (10) times the anticipated weekly obligation to the funds based upon the average number of employees who are expected to be employed during the first three months of operation, but shall not be less than fifteen thousand dollars (\$15,000.00) each and may be cash bonds or bonds with corporate surety.

The bond may be canceled 120 days following the completion of all work, but in no event until all payments and/or penalties are properly made.

Contractors whose principal place of business is located outside the territory covered by this agreement. Contractors who have not employed ironworkers for a year or more and contractors who have been seriously delinquent in their obligations to the funds shall post a bond of not less than twenty five thousand dollars (\$25,000.00) and/or pay and report fringes weekly.

P. FRINGE BENEFIT OPTION

The union shall have the option of using all or any part of any future wage increase for improvement of, or payment of costs of the following fringe benefits: Health & Welfare Fund, Pension Fund, Savings Fund, Eye Care, Dental Plan, Annuity Fund and VEBA Fund or any other legal fringe benefit provided the union gives the employer written notice of its election to do so by registered letter sent to the offices of the Steel Erectors Chapter thirty (30) days before the effective day of the scheduled increase.

The union shall also have the option of reducing or terminating the costs of any union fringe benefit. In such cases, the monies would revert back to the employees wage rate.

31. WAGE PACKAGE

The following minimum hourly wage rates shall apply as indicated.

	6-1-23	6-1-24	6-1-25	6-1-26
Journeyman	\$33.00	\$2.10	\$2.20	\$2.25
Layout Man	\$34.00	"	"	"
Sheeter	\$34.00	"	"	"

Increases to be Allocated.

Foreman - Effective 6-1-23, not less than \$2.70 per hour above the Journeyman. Effective 6-1-24, not less than \$2.80 per hour above the Journeyman. Effective 6-1-25, not less than \$2.90 per hour above the Journeyman. Effective 6-1-26, not less than \$3.00 per hour above Journeyman.

General Foreman - Effective 6-1-23, not less than \$3.20 per hour above the Journeyman. Effective 6-1-24, not less than \$3.30 per hour above the Journeyman. Effective 6-1-25, not less than \$3.40 per hour above the Journeyman. Effective 6-1-26 not less than \$3.50 per hour above the Journeyman.

The following amounts shall be added to the above rates

Health and Welfare.....	\$7.35 per hour worked
Pension.....	\$9.76 per hour paid
Annuity.....	\$6.54 per hour paid
Apprenticeship.....	\$1.00 per hour worked
VEBA.....	\$2.51 per hour paid
CAP.....	\$.22 per hour worked
United Way.....	\$.01 per hour worked
I.M.P.A.C.T.....	\$.19 per hour worked

The following amounts shall be deducted from the employee's paycheck

Working Assessment.....	4% of gross pay
Special Activities Fund.....	.07 per hour worked
I.M.P.A.C.T.....	.14 per hour worked

32. DOOR AGREEMENT

The jurisdiction of work covered by this Agreement is the installation, maintenance, and repairs of Rolling Steel Doors, Hollow Metal Doors, and Curries Doors. The jurisdiction of work includes the frames to support those doors unless those frames are part of the steel erection for the building or are part of the drawings for the building.

WAGE AND FRINGE SCHEDULE

Journeyman	\$31.35
Foreman	\$33.92
General Foreman	\$34.39

Apprentices indentured after 6/1/2023

1st Year Apprentice (65% of Journeyman Rate).....	\$20.38
2nd Year Apprentice (75% of Journeyman Rate)	\$23.51
3rd Year Apprentice (85% of Journeyman Rate)	\$26.65
4th Year Apprentice (95% of Journeyman Rate)	\$29.78

Full fringe benefits except annuity are to be paid on 1st and 2nd year apprentices. Full fringe benefits with 80% annuity on 3rd year Apprentices (\$4.18 per hour paid). Full fringe benefits with 90% annuity on 4th year Apprentices (\$4.71 per hour Paid).

FRINGE BENEFIT RATES

Pension.....	\$7.32
Annuity.....	\$5.23
V.E.B.A.	\$2.51
Health & Welfare	\$7.35
C.A.P.	\$0.22
IMPACT	\$0.19
United Way	\$0.01

DEDUCTIONS

Working Assessment (dues).....	4% of gross pay
Special Activities	\$.07 per hour worked
IMPACT	\$.14 per hour worked

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS LOCAL NO. 207**

EXECUTIVE COMMITTEE

By:

John Gallagher, President

Anthony Deley, Bus. Mgr./FST

Jim Chopp, Rec. Sec.

Greg Landolfi, Vice President

John Chrisopoulos

Tom Byle

Adam Beck

Robert Mackovick

John Balmenti

**BUILDERS ASSOCIATION OF EASTERN OHIO AND
WESTERN PENNSYLVANIA BY STEEL ERECTORS CHAPTER
OF THE BUILDERS ASSOCIATION**

By:

Jerry Harper

David Collins

Robert Campbell

Kevin Reilly

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and the Steel Erectors Chapter thereof, and Bridge, Structural, Ornamental and Reinforcing Iron Workers Local No. 207, which is dated June 1, 2023, hereby certify that they have read the said agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

(Name of Employer)

(Address)

(City, State, Zip Code)

(Area Code & Phone Number)

(FAX Number)

By:

(Authorized Representative - Print)

By:

(Authorized Representative - Sign)

By:

(Union Representative - Sign)

(date)

This agreement approved by the General Executive Board of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, June 1, 2023.

**This agreement is provided by
the Construction Advancement Program
of Eastern Ohio
and Western Pennsylvania**

**P.O. Box 488
Vienna, OH 44473**

**Phones
330-539-6050 — 1-800-686-4697
FAX: 330-539-0130**