

Effective July 1, 2021 thru June 30, 2027

AGREEMENT

Between

FABRICATORS, ERECTORS AND REINFORCING CONTRACTOR'S

ASSOCIATION OF THE

HUDSON VALLEY, INC.

And

LOCAL UNION NO. 417

Of the

INTERNATIONAL ASSOCIATION

OF BRIDGE, STRUCTURAL, ORNAMENTAL AND

REINFORCING IRON WORKERS

AFL-CIO

Newburgh, New York

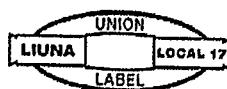
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AGREEMENT

THIS AGREEMENT, is made and entered into effective as of the 1st day of **July 2021**, by and between the FABRICATORS, ERECTORS AND REINFORCING CONTRACTOR ASSOCIATION OF THE HUDSON VALLEY, INC.(hereinafter referred to as the "Association"), including its successors or assigns, for and on behalf of its members [see Schedule "A"] (hereinafter referred to jointly and individually as the "Employer"), and any companies that may hereinafter become members of the Association, and LOCAL UNION NO. 417, of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS (affiliated with the AFL-CIO), of Newburgh, New York, whose mailing address is 583 Route 32, Wallkill, NY 12589 (hereinafter referred to as the "Union").

This Agreement shall be effective in all places where work is to be performed or is being performed by the "Employer" or by any person, firm or corporation owned or financially controlled by that "Employer" and covers the work coming under the jurisdiction of the "Union".

Section 1. PREAMBLE

This Agreement is entered into through collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employer and Union in this trade and to prevent waste, unnecessary and avoidable delays and expenses and, so far as possible to provide for labor's continuous employment. Such employment to be in accordance with conditions herein set forth and wages herein agreed upon; also, in 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.

The Local Union shall not enter into a contract with any other party on terms more favorable than the provisions contained herein unless such more favorable terms shall endure to the benefit of all other signatory employers for the period and type of job for which the more favorable term is entered.

Section 2. CRAFT JURISDICTION

This International Association claims for its members all work including but not limited to the field fabrication, production, and/or erection and construction of all structural iron and steel, including light metal studs, ornamental lead, bronze, brass, copper, aluminum, steel, glass, the installation of fiberglass structures and structural members, all ferrous and non-ferrous metals and plastics; precast, prestressed and poststressed concrete structures, agitators, air ducts, antennae, anchors, application of all sealants such as Thickol, Neoprene and similar types used to seal metal to metal surfaces; access door and frames; air conditioner cans; amusement rides and equipment, Geodesic and other domes, decking, diagrams and other roofing systems; agents and ticket booths, aprons, aqueducts, atriums, awnings, acoustical elements, sound barriers, and computer floors; bells, baffles, ball mills, bank fixtures, barges for casinos, barjoist, barricades for security, barrier cables, batch plant, both permanent and temporary, blast deflectors, blast furnaces, bleachers of all materials, book stacks, buildings, boilers and stokers, (sectional water tube and

tubular), boxes, bracing brackets, bridges and bridge rail, installation or replacement of all bearings, rockers, and jacking of all bridges; bridge viaducts, bucks, bulkheads, bumper and bumper posts, bunkers, burial containers, cable restoration on all suspension bridges, cableways, cable slots and cablewells, cages, caissons, canopies and unistrut canopies, car-dox, carports and enclosures, car lift fronts, caps, cast tiling, cat walks, chutes of all types, circuit breakers, clips, barriers, counter supports, conservatories, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames, including insulation; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), all types of cranes including jib-cranes; crushers, cupolas, curb guards, theater curtain and back stage lifts, curtains, curtain wall, window wall and substitute systems, stone curtainwall, cyclones, dams (cofferdams), metal decking (metal); roof decking (such as but not limited to "Cofar" and similar type materials, as well as "Trusdeck", Mahon "M" deck and other dual purpose type roof deck, decorations and displays, dismantling and loading out conveyors, aggregate plants, batch plants, refrigeration plants, degassers, derricks including jumping and servicing of hoisting equipment and personnel hoists, digesters, directory boards, room dividers, docks and dock levelers, doors, metal or metal clad doors and frames; glass doors, hangar doors, patio doors; rolling doors; rolling fire and iron doors, sliding doors; maintenance on doors, fire doors, rolling shutter doors; door plates; draft curtains, drapery track; domes, dredges, drums, duct doors, and trench frames and plates, duct supports, dumb waiter enclosures and fronts, dumpers, duorails, drywall, metal trim; electrical supports, electronic locking devices for security cells, elevators, elevator cars, elevator fronts and enclosures, elevator dust covers and fascia; enamel tanks, enamel vats, ceramic, laminated spandrelite, entrances, erection of steel towers, erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; assembling and erection of offshore drilling platforms or similar installations; escalators, escalator trim, approaches and subframing, expanded metals, expansion joints, fabric skin – tent structures, erection, rigging or dismantling of all false work, fascias, fascia soffits, fascia entrances and panels, false work, replacement of all bearings, rockers, installation, jacking and removal of all

false work pertaining to such work, fans and hot rooms, fencing of all types, fiberglass/F.R.P. structural members that replace steel structural members, or substituted materials, fire equipment, breaks, stops and fire escapes, firewall systems, fins, flag poles, floor construction and flooring, floor plates, flues, flumes, fork trucks, frames, frames in support of boilers, erection, rigging or dismantling of all framework, sheet metal on fence framework, highway metal plate guardrail, highway delineators and reflectors (metal or synthetic), guard cable, highway safety devices, fronts, fur and storage rooms, gates and collapsible gates, generators, grating, grillage and foundation work, grills, grill work, guards, guides, greenhouses, guardhouses, gymnasium equipment, handrails (aluminum, glass, metal and plastic), hangers, hanging ceilings, hardware and screens, hoppers, hospital room television supports and gas supports, hot rooms, inclines, iron doors, jail and cell work, jail cell beds, benches, bunks, chairs, tables, mirrors; jail cell access doors; joists (pre-cast, pre-stressed and post-stressed), all types of cranes including jib-cranes, jetways, kalomeined doors, kilns, laminated wood structures, laser beams, lintels, lockers, locks and locksmithing, louvers, lulls, machinery (moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope, marquees, material altered in field such as: framing, cutting, bending, drilling, burning, and welding by acetylene gas and electric machines; erection of all metal curtain walls, window wall, glass, melters, metal floor decking, metal forms and falsework pertaining to concrete construction, metal furniture, metal strips or tight lacing for decorative or protective purposes, metal windows and enclosures, metal studs that take the place of steel/curtain walls, etc., metal stud, modular stud trusses, slender wall panels, all composite materials or fiberglass materials, mixers, buildings, modules – the rigging and assembly for multi-crafts, monorails, multi-plate, name plates and nosings, decommissioning and dismantling of nuclear facilities, nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts, the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments or lasers, operating devices, operating and dental room light equipment, oxygen and gas pipe supports, ovens, pans, panic devices and locks, panels (insulated and non-insulated, factory and field assembled) Q-panel, any type panel pertaining to curtain wall whether it be stone aggregate

or precast, partitions, toilet partitions and supports, pasteurizers, peaking units, pen stocks, pile drivers, pipe railing, pipe supports, plaques; plastic and synthetic fences; platforms, playground equipment; poles, poster frames, porch supports, plates and plate pit liners, porcelain enameled panels, prefabricated metal buildings, pre-fabricated/pre-engineered metal panels, pre-fabricated/pre-engineered composite panels, preglazed windows, storefront and window walls, presses, pulverizers, reinforcing steel, racks (and automated rack systems), radiator enclosures, railings, (including pipe), railroad bridgework and maintenance, reactor heads, reinforcing rods and all materials relating to, such as: fiber glass, nylon, wire mesh, and any products/materials used in place of steel reinforcing rods, etc., all translucent and plastic material on steel frame construction, reinforcing tie guns; reservoirs, revolving doors, rigging (including shipyards, navy yards, vessels and government departments), rigging in connection with display shows, roofs, mansard roofs, space roof systems, rolling grills and shutters, rotors, safe deposit boxes, night depositories and drive-up equipment, safety devices, safes, sash, preglazed sash, steel and aluminum sash, scaffolding, scenery equipment; sculptures and art objects, scum plates, sills and sill plates, seats, seating and plank seating, security doors, security door frames, security systems – steel, composite, concrete, wire and cable, shafting, sheet piling, shelving, shielding of all materials, shoring, sidewalk and vault lights, signs, signaling, rigging and hoisting involved with the use of helicopters, signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; skate wheels, skip hoists, skylights, slope wall, smoke conveyors, smoke plates, space frames, solar energy panels, spandrels, (metal and precast concrete members), spinning and installation of all cable on bridges, spillways, spray booths, stacks, stacker cranes, stage equipment and counterweight system and rigging for asbestos curtain, stairways including preengineered stairs, all types of stairs, stairing and steel supports, steel and fire proof curtains, storefronts and entrances, stators, stokers, storage racks used as an intricate part of a building, storage rooms, stoves, sunscreens, subways, sun shades, support brickwall and steel granite, swimming pool equipment; switch gear, tables, tanks, target ranges, target range baffles, booths and conveyors, temporary fencing, thimbles, thresholds, towers, tracks and guides, track frames, tramways, transformers, travelers, traveling sheaves, trellises,

trim on vaults, troughs, turnstiles, trusses (steel, Howe and combination trusses), tunnels, turbines, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, pressure vessels and vessels of all types, viaducts, window wall, wire mesh, wire work, wall stub, stud, wall tires; wainscoting, waste compactors; weather stripping, weather vanes, weirs and weir plates, welding machines, wheel guards, winches, wind turbines/generators – assembly, rigging and maintenance of all related parts, wind walls, windows, window cleaning equipment, window washing hooks, window and door screens and brackets, window stools, wickets, window washer track, x-ray equipment, x-ray support, aligning, leveling and surveying in conjunction with steel or machinery erection, wrecking and dismantling of all of the above and all housesmith work and submarine diving in connection with or about the same.

The unloading, sorting, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the Union, in or about the job or at storage points, shall be done by the Iron Workers. All layout work for the above regardless of equipment needed to perform operations, all work in connection with starting, stopping, operating, maintaining all equipment used in the performance of the above-listed work, and all labor involved in water and wind testing of windows and curtain wall. Ornamental lead shall consist of the distributing, erection, installation, removal, uncrating and recrating, unloading and reloading, relocation, repair, maintenance, layout, removal, replacement, handling, cutting, bending, rigging, jobsite fabrication, framing, drilling, fitting, burning, incidental building of scaffolding, welding by combination of various gases and electricity. All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all material used to reinforce concrete construction. Erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same, unloading, racking, sorting, cutting, bending, hoisting, placing and tying, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof, jacking of slip forms, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for

reinforced concrete construction. Alteration, wrecking, dismantling and repair of all of the above and all house-smith work and submarine diving in connection with or about the same. The demolition of all of the above work shall be done by Iron Workers.

When the crane is being assembled to perform work in the jurisdiction of the Iron Workers, assembly of the crane is to be by Iron Workers, this shall consist of four (4) member(s) and a foreman. At the end of the project, if the crane is to be disassembled following termination of work in the jurisdiction of the Iron Workers, the disassembly shall be done by Iron Workers.

All miscellaneous and structural iron coming into the jurisdiction of Local Union No. 417 must be shipped to the job site disassembled, as is the present custom and practice of the trade.

The leveling and plumbing of work, under the jurisdiction of the Iron Worker and the equipment used for such, shall be the work of the Iron Worker.

Hazardous Material Handling: related to, but not limited to, all materials mentioned in section 2.

Section 3. TERRITORY

The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 417 and within the geographical areas as follows:

All of ORANGE, ULSTER, ROCKLAND, SULLIVAN, DUTCHESS, and PUTNAM COUNTIES.

(Sub-Note: The fabrication and installation of reinforced steel involves a special agreement between Locals 417 and 46 (of New York City) in Rockland County. The boundary lines are basically: south of Convent Road and east of Blue Hills Road, is the jurisdiction of Local 46. All other territory of Rockland County is Local 417. Call the respective locals for specifics.)

Section 4. UNION SECURITY

All employees who are members of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers on the execution date of this Agreement shall be required to remain members of the Union in good standing as a condition of employment during

the term of this Agreement. All other employees may be required, at the option of the Union, to become and remain members of the Union in good standing as a condition of employment and after the 8th day following the dates of their employment, or the execution date of the Agreement, whichever is later.

Section 5. RECOGNITION

The employer recognizes the Union as the exclusive bargaining agent for its employees in the performance of work covered by this contract for the purpose of bargaining collectively as to wages, hours and other conditions of employment. The Union recognizes the Association as the exclusive bargaining agent for their Employer members.

Section 6. WORK HOURS PER DAY

(a) Eight (8) hours shall constitute a day's work between the hours of 7:00 A.M. and 3:30 P.M., 7:30 A.M. and 4:00 P.M., 8:00 A.M. and 4:30 P.M. as agreed between Employer and Union, with one-half (1/2) hour out for lunch from Monday to Friday.

(b) Member(s) shall be prepared to start work at the regular starting time provided the shed or room for the members to change their clothes is adjacent to or within reasonable distance from their work.

(c) During the normal work day of eight (8) hours, member(s) shall receive ten (10) minutes during the first four (4) hours to be considered a "coffee break". This is a paid break.

Section 7. SHIFT WORK

*Shift Differential: On all Governmental mandated irregular or off shift work, this shift differential will be paid on public and private works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

(a) Monday Thru Friday

When a job goes to shift work the following shall take effect:

1st Shift – 8 hours work for 8 hours pay plus fringes.

*2nd Shift – 15% of total package to be paid in the hourly rate.

*3rd Shift – 20% of total package to be paid in the hourly rate.

Example: Hourly Wage Rate

+ Expense to Contractor Amount

Total Package

× 15% (2nd Shift) or 20% (3rd Shift)

Shift Differential Pay

**Fringe Benefits for 2nd and 3rd Shifts are to be calculated on hours paid at the regular fixed Total Voucher Amount.*

(b) Saturday, Sunday or Recognized Holidays

The same shift hours as above shall apply as well as overtime as per Section 8b. **Fringe Benefits for 2nd and 3rd Shifts are to be calculated on hours paid of the overtime rate as per section 8b.*

(c) Not more than one (1) shift shall be allowed on a job of less than five (5) days duration, except in case of emergency, which shall be decided by the General Executive Board.

(d) Any single shift that starts after the normal 8-hour day (7:00a.m-3:30p.m. / 7:30a.m.-4:00p.m. / 8:00a.m.-4:30p.m.) shall receive the 2nd or 3rd shift differential (refer to section 7a).

(e) Any shift that starts after 9:00p.m. shall receive the 3rd shift differential.

(f) Any person working his/her normal eight (8) hour day and is required for work on the same job-site or elsewhere within 24 hours of his D R A F T starting time shall receive time and one-half pay for the first two hours and double time thereafter.

Section 8. OVERTIME AND HOLIDAYS

(a) Overtime: Monday-Friday-Time and one half for 1st 2 hours after normal 8 hours worked. Double time thereafter. Double time for hours worked prior to normal 8 hour day. Work performed during Noon recess on any day, shall be paid 1 hour of wages and benefits along with one-half (1/2) hour lunch period.

(b) Saturdays-Time and one half for 1st 8 hours, then double time thereafter.

Sunday & Holidays-Double time for all hours worked.

The following holidays shall be recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving (unpaid), Christmas Day. No work shall be performed on Labor Day except to save life or property. General Foreman and Foreman shall receive 8 hours pay and benefits for the above holidays.

(c) Any holiday as set forth in (b) above, which falls on a weekend or is moved to a Friday or Monday, shall be observed on the federally designated day. If the Fourth of July falls on a Saturday it shall be observed on Friday. If the Fourth of July falls on Sunday it shall be observed on the following Monday.

(d) Paid holidays shall be computed as time worked for the purpose of payment of contributions to all of the funds provided for herein.

(e) All overtime, except as contained herein, shall be paid at one and a half (1 1/2) times the straight time rate for the first two (2) hours after eight (8) hours. Double time thereafter Monday thru Friday. All work performed prior to job site starting time, shall be at the double time rate. Sunday and Holidays shall be at the double time rate. Overtime work and pay shall be at a rate of 1 to 30 minutes equaling 1/2 hour of overtime. When overtime computes to 1/4 hour, benefits shall be paid with a 1/2 hour voucher.

(f) When overtime is performed during the week or on Saturdays, Sundays or holidays, no foreman shall be allowed to take the place of a regular journeyman Iron Worker to fill out the gang.

Section 9. ECONOMIC PACKAGE AND WAGE RATES

The Union shall have the right to allocate between either existing or new wages or existing or new fringe benefit fund contributions. Prior to the effective date of each increment referred to herein, the Union shall notify the Association of the allocation to be made of such increment between wages and fringe benefits. Increases to wages and benefits will be made after the funds

requirements have been met as per Local 40, 361 and 417 Fund Office/Fund Office Administrator's requirements.

PAYMENT OF BENEFITS - For each pay period, a separate, certified check must be sent with a completed "Employer Weekly Payroll Report of Hours Worked" directly to Local 417 to purchase benefit vouchers for that pay. Benefits are calculated on hours paid and are purchased in minimum increments of one half hour (no quarter hours can be purchased)

The employer contribution rate for benefits shall be for hours paid, not hours worked.

Bond - Each employer shall furnish a surety bond from a duly licensed company to the benefit of the Pension, Health, Annuity, Vacation, Industry Promotion and Training and Education Funds in accordance with the form provided by the local herein. Said bond will guarantee the payment of the aforesaid Fringe Benefits and Employees' Wages. The amount of the bond shall be determined by the Business Manager and the Administrator of the Funds. Any Association member in good standing, with no collection issues in the prior year shall be exempt from posting bond.

Said bond shall provide for a collection penalty of 15% plus attorneys fees of 25% which the parties agree is a reasonable collection charge.

Said bond shall be on file in the office of Ironworkers Local #417 prior to the commencement of work within the jurisdiction of this local union.

J Journeyman Wages & Fringe Benefits shall be as follows:

Effective: July 1, 2021

J Journeyman Ironworker	\$ 41.08 Per hour
Foreman Ironworker	\$ 45.08 Per hour
General Foreman Ironworker	\$ 46.58 Per hour

Fringe Benefits:

Vacation	\$ 9.10 Per hour
** Annuity	\$11.70 Per hour
** Health Fund	\$12.80 Per hour
** Pension Fund	\$12.85 Per hour
IMPACT	\$.26 Per hour
** Training & Education	\$ 1.80 Per hour
Industry Promotion	\$.30 Per hour
IW Local 417 Cooperative Trust	\$ 2.49 Per hour
	\$51.30 Per hour

Expense to the Contractor (Voucher)

Straight Payroll Deduction – Included in Wage

Work Assessment	\$ 2.71 Per Hour
Scholarship Fund	\$.05 Per hour
Total Voucher Amount	\$54.06 Per hour

***Allocation may change within the period*

Effective July 1, 2021 thru June 30, 2022...Plus \$2.33

Effective July 1, 2022 thru June 30, 2023...Plus \$2.33

Effective July 1, 2023 thru June 30, 2024...Plus \$2.34

Effective July 1, 2024 thru June 30, 2025...Plus \$2.33

Effective July 1, 2025 thru June 30, 2026...Plus \$2.33

Effective July 1, 2026 thru June 30, 2027...Plus \$2.34

Section 10. APPRENTICE

(a) On every job or operation there shall be one (1) Apprentice to four (4) Journeypersons on

the project.

(b) There shall be no limitation upon the type of work to which Apprentices may be assigned provided that no apprentice shall be permanently assigned to any one task, but shall be reasonably rotated from task to task to provide such Apprentice with maximum exposure to the tasks of the trade.

(c) On ornamental work, which is normally performed by 2 ironworkers, one may be an

apprentice.

(d) The ratio of apprentices to journeypersons may be adjusted higher by approval of the General Executive Board.

Apprentice Wages & Fringe Benefits shall be as follows: Effective July 1, 2021:

Wages: Effective July 1, 2021:

1st Year...50% of Journeyman's Rate	\$ 20.54 Per hour
2nd Year...60% of Journeyman's Rate	\$ 24.65 Per hour
3rd Year...70% of Journeyman's Rate	\$ 28.76 Per hour
4th Year...80% of Journeyman's Rate	\$ 32.87 Per hour

<u>Fringe Benefits (per hour):</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
	@50%	@60%	@70%	@80%
Vacation	\$ 4.55	\$ 5.46	\$ 6.37	\$ 7.28
** Annuity	\$ 5.85	\$ 7.02	\$ 8.19	\$ 9.36
** Health Fund	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80
** Pension Fund	\$ 12.85	\$ 12.85	\$ 12.85	\$ 12.85
IMPACT	\$.26	\$.26	\$.26	\$.26
** Training & Education	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80
Industry Promotion	\$.30	\$.30	\$.30	\$.30
IW Local 417 Cooperative Trust	\$ 2.49	\$ 2.49	\$ 2.49	\$ 2.49
<u>Expense to the Contractor (Voucher)</u>	<u>\$40.90</u>	<u>\$42.98</u>	<u>\$45.06</u>	<u>\$47.14</u>

****Straight Payroll Deduction – Included in Wage**

** Work Assessment	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21
** Scholarship Fund	\$.05	\$.05	\$.05	\$.05
<u>Total Voucher Amount</u>	<u>\$43.16</u>	<u>\$45.24</u>	<u>\$47.32</u>	<u>\$49.40</u>

****Allocation may change within the period**

Apprentice percentage rates shall include, Vacation Fund and Annuity Fund.

Health and Pension Rates shall be computed at Journeyman's rates.

****Rates are based on a percentage – please contact us for the new rates for the dates below****

Effective July 1, 2022 thru June 30, 2023, Effective July 1, 2023 thru June 30, 2024

Effective July 1, 2024 thru June 30, 2025, Effective July 1, 2025 thru June 30, 2026

Effective July 1, 2026 thru June 30, 2027

(A) There is hereby established a joint committee consisting of two (2) Union representatives, designated by the Union and two (2) Employer representatives designated by the Association to study, formulate and establish, if agreed upon by the Union and the Association, a Pre-Apprentice Program, together with appropriate work rules, wages and fringe benefits which shall be incorporated into this agreement by an appropriate writing.

Section 11. PIECEWORK

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

Section 12. WORK LIMITATION

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

Section 13. PAYMENT OF WAGES

(a) The regular pay day shall be once a week on such day as agreed upon between the Employer and the Union, and wages shall be paid before quitting time, and wages are to be paid in cash, check, and/or direct deposit.

When an Employer pays by check, the Employer shall provide the employees with a place to cash their checks.

(b) Not more than three (3) days' wages may be withheld after the end of any payroll period.

(c) When employees are discharged or laid-off, they shall be paid and if required to go to some other point or to the office of the Employer, the employees shall be paid for the time required to go to such place.

(d) Accompanying each payment of wages shall be a separate statement identifying the Employer and the employee, showing the total earnings, hours worked the amount of each deduction, the purpose thereof and net earnings.

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

(f) In case of inclement weather on a pay day, employees shall be paid by 10:00 A.M., or by the end of the shape-up period. For every hour delay in excess of shape-up period, employees shall be paid at the straight time rate.

(g) When an Employee has been employed for two (2) days or more and is being discharged, he must be paid in full.

Section 14. UNION ASSESSMENT CHECK-OFF

The Employer shall deduct from the wages of each employee, working within the jurisdiction of the Union such sum as shall be certified in writing by the Financial Secretary-Treasurer of the Union to be the then current working assessment as duly adopted by the Union for each hours pay received, which sum is the working assessment due to the Union and shall remit the same to the Union. The method of payment shall be by paying such sums to the office of the Local 40, 361 & 417 Security Funds by means of purchasing of the consolidated vouchers to be issued to all Employees. The Union shall hold the Employer harmless for any claims arising out of his deduction of work assessments from the wages of employees working within the jurisdiction of the Union made pursuant to and in accordance with this Section.

Section 15. HEALTH PLAN

(a) For each straight time hour paid to each employee covered by this Agreement, the Employer shall make contributions to the Iron Workers Locals 40, 361 & 417 Health Fund at the following rates, as set forth in Section 9.

For each premium hour paid to each employee, the contribution shall be at premium rates.

Premium time is defined in Section 8.

(b) The contributions of the Employers shall be used exclusively to pay or provide for the payment of group life insurance, accidental death and dismemberment insurance, hospital expense insurance, surgical expense insurance, medical expense insurance, and temporary disability benefits to eligible employees and their spouse and children under 19 years of age in such form and amount as the Trustees of the said Health Fund may determine. The Trustees shall, out of the funds in their possession, also pay or provide for the payment of premiums on policy or policies of group insurance for sickness benefits which shall provide disability insurance benefits required to be made or paid under Chapter 600 of the Laws of New York approved and effective April 13, 1949, as amended, and the organization of the Health Fund.

(c) It is further agreed that this Agreement and the specific provision for sickness benefits hereunder, and such other benefits hereinabove mentioned as the Trustees may determine, shall be in lieu of any obligation imposed upon Employers or employees for insurance and contribution required or provided for in such mentioned law.

(d) The said Health Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated September 1, 1948, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

(e) The required Employer contributions shall be paid in vouchers purchased from the Iron

Workers Locals 40, 361 & 417 Health Fund. The said vouchers shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement. These vouchers shall serve as proof to the employee that benefits were paid.

Section 16. PENSION PLAN

(a) For each straight time hour paid to each employee covered by this Agreement the

Employer shall make contributions to the Iron Workers Locals 40, 361 & 417 Pension Fund at the following rates, as set forth in Section 9.

For each premium hour paid to each employee, the contribution shall be at premium rates. Premium time is defined in Section 8.

(b) The contributions of the Employers shall be used exclusively to provide pension benefits through a qualified plan to eligible employees in such form and amount as the Trustees of the Pension Fund may determine, and the organization and administration expenses of the Pension Fund.

(c) The Pension Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated April 5, 1954, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

(d) The required Employer contributions shall be paid in vouchers purchased from the Iron Workers Locals 40, 361 & 417 Pension Fund. The said vouchers shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement. These vouchers will serve as proof to the employee that benefits were paid.

Section 17. VACATION PLAN

(a) For each straight time hour paid to each employee covered by this Agreement the Employer shall make contributions to Iron Workers Locals 40, 361 & 417 Vacation Fund at the following rates, as set forth in Section 9. For each premium hour paid to each employee, the contribution shall be at premium rates. Premium time is defined in Section 8.

(b) The contributions of the Employer shall be used exclusively to provide vacation benefits to eligible employees in such form and amount as the Trustees of the Vacation Fund may determine, and the organization and administration expenses of the Vacation Fund.

(c) The said Vacation Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated August 18, 1960, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

(d) The required Employer contributions shall be paid in vouchers purchased from the Iron Workers Locals 40, 361 & 417 Vacation Fund. The said vouchers shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement. These vouchers shall serve as proof to the employee that benefits were paid.

Section 18. ANNUITY FUND

(a) For each hour paid to each employee covered by this Agreement the Employer shall make contributions to the Iron Workers Locals 40, 361 & 417 Annuity Fund at the following rates, as set forth in Section 9.

For each premium hour paid to each employee, the contribution shall be at premium rates for each premium hour paid to each employee. Premium time is defined in Section 8.

(b) The contributions of the Employers shall be used to provide annuity (supplementary retirement) benefits, permanent disability benefits and any other lawful benefits which the Trustees may in their discretion provide, in such manner and amount as the Trustees may determine, and for the organization and administration expense of the Fund. The contributions shall be made on behalf of individual employees and credited to the individual employee's account in the Fund. The cents per hour contribution to this Fund shall not be considered as part of payroll for the purpose of calculating payments to any other Fund under this Agreement.

(c) The said Annuity fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated November 12, 1969, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

(d) The required Employer contributions shall be paid in vouchers purchased from the Iron Workers Local 40, 361 & 417 Annuity Fund. The said vouchers shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement. These vouchers shall serve as proof to the employee that benefits were paid.

Section 19. TRAINING AND EDUCATION FUND

(a) For each hour paid to each employee covered by this Agreement, the Employer shall make contributions to the Iron Workers Local 417 Training and Education Fund at the rates set forth in Section 9. For each premium hour paid to each employee, the contribution shall be at premium rates. Premium time is defined in Section 8. The contributions of the Employers shall be used to provide for the training of apprentices and the upgrading or improvement of skills in the industry as shall be deemed necessary by the Trustees, and the organization and administration of this Fund.

(b) The said Training and Education Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated February 1, 1967, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

(c) The required Employer contributions shall be paid in vouchers purchased from the Iron Workers Local 417 Apprenticeship and Training Fund. The said vouchers shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement. These vouchers shall serve as proof to the employee that benefits were paid.

Section 20. IMPACT CONTRACT CLAUSE

The Union and Employer agree that by making contributions to IMPACT each of them shall become bound to IMPACT's Drug and Alcohol Screening Policy and Procedure or equivalent program and any amendments or modifications thereto. When an Association member requests a union member that has been cleared through the IMPACT database, one will be provided.

There shall be a contribution of $5/8$ of one percent of the taxable wage made to Ironworker Management Progressive Action Cooperative Trust (IMPACT), $3/8$ of one percent to the organizing fund, a jointly trustee Cooperative Trust with federal tax-exempt status under Section 501(a) of the Internal Revenue Code as an exempt organization under Section 501(c)(5) of the Internal Revenue Code. Tax-exempt status determination was rendered under the initial name of

the Trust which was the Employers Responsive Educational Cooperation Trust of North America. The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust agreement, policies and resolutions.

If for any reason the IMPACT Trust is discontinued the contribution to the IMPACT Trust shall cease and the monies will remain part of the Ironworkers Local 417 Training and Education Fund and utilized at the discretion of the trustees of said fund as a normal use of these fund monies.

The contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry.

Section 21. INDUSTRY PROMOTION FUND

(a) The Employer shall contribute \$.30 (thirty cents) per hour for each hour paid to each employee covered by this Agreement to the Ironworking and Reinforcing Contractor Association of the Hudson Valley, Inc. Industry Promotion Fund for work performed for the duration of this Agreement, the contributions shall be at premium rates for each premium hour paid to each employee. Premium time is defined in Section 8.

(b) The said Industry Promotion Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated December 28, 1972, amended and/or restated from time to time, is hereby incorporated by reference and made part hereof.

(c) The contributions shall be used to advance the interests of the iron and steel industry in the Hudson Valley area of those who are engaged in it through such programs and activities, and in such manner and amount, as the Trustees in their discretion may determine are likely to foster greater use of the industry's products and services, expanded opportunities for employment, higher efficiency, the elimination of sub-standard working and safety conditions and related purposes as more fully specified in the Amended Agreement and Declaration of Trust.

(d) The required Employer contributions shall be paid in vouchers purchased from the Iron Workers Local Union 40, 361 & 417 Fund Office. The said vouchers shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement. These vouchers will serve as proof to the employee that benefits were paid.

Section 22. TRUST FUNDS PROTECTION

(a) The Employer shall make available to the auditors of the Pension, Health, Vacation, Apprenticeship, Annuity and Industry Promotion Funds provided for in this Agreement within ten days after written notice from the Trustees, any and all records which, in the discretion of the Trustees of said Funds or any one Fund, may be required to determine whether the Employer has made the contributions it is obligated to make pursuant to this Agreement.

(b) The Employer shall furnish the Trustees of the Pension Fund, the Trustees of the Health Fund, the Trustees of the Vacation Fund, the Trustees of the Apprenticeship Fund, the Trustees of the Annuity Fund and the Trustees of the Industry Promotion Fund with reports for the purchase of the aforementioned Benefit Funds, providing the names, job classifications, social security numbers, wages earned and hours worked for all employees covered under this Agreement, together with such other information as may be required by the Trustees for the proper and efficient administration of each of the said Funds.

(c) Notwithstanding the provisions for the methods of payment of contributions to the various Trust Funds set forth in prior Sections of this Agreement, the Trustees of the Funds may in their discretion revise the agreed-upon methods of payment of contributions and the Employer shall, upon adequate notice, thenceforth make contributions to the methods of payment.

(d) Failure to pay contributions or to provide reports of records in accordance with this Section to any of the aforesaid Funds as required, shall constitute a breach of this Agreement by the defaulting Employer, and the Union, without further notice, reserves the right to forthwith withdraw its member(s) from jobs of the Employer, or take such other action as it deems necessary, any terms of this Agreement to the contrary notwithstanding, and the defaulting Employer must pay to

each employee at the straight time rate for the number of regular working hours of employment which the employees who are withdrawn from the Employer lose as a result of such withdrawal.

(e) In the event a dispute arises in connection with the failure of the Employer to make the required payments to any of the Funds, as specified in this Agreement, or in connection with any rule or procedure of the Trustees of any of the Funds affecting collection of contributions to the Funds or distribution of vouchers to employees, such dispute shall be submitted for final and binding determination to J.J. Pierson, as the Impartial Arbitrator. The Arbitrator shall have all the powers granted to arbitrators pursuant to the Civil Practice Rules of Procedure of the State of New York and shall be authorized to compel the production of books and records involved in a dispute. The decision rendered by the Impartial Arbitrator shall be final and binding on the Employer and the Union. The expense of the arbitration shall be borne equally by the Employer and the Union except that, if collection is made pursuant to an arbitration award, such decision shall contain a directive that the Employer pay the actual cost of an audit, if any, used to establish the indebtedness, plus the arbitration fee of \$1,750 per day or as amended from time to time, for arbitration costs and expenses, plus reasonable attorneys' fees in the amount of 25 percent of the indebtedness which amount the parties agree is a reasonable collection charge, and in addition thereto, interest at 10 percent of the payments due to said Funds, which amounts shall be paid to the Trustees of said Funds. If any proceeding to confirm an award of the Arbitrator, service may be made by registered or certified mail, within or without the State of New York, as the case may be.

(f) The Trustees of any or all of the said Funds may refer the collection of the required payments to any attorney and, in that event, the Employer agrees to pay, in addition to the monies owing, all collection expenses including filing and court costs, if any, together with interest at 10 percent, and attorneys' fees of 25 percent which the parties agree is a reasonable collection charge.

(g) Resort to a remedy under this Agreement or under the Agreements and Declarations of Trust for the collection of contributions due the Funds or any one Fund, shall not be deemed a waiver of the right to resort to any other remedy provided therein or by law. Resort to one

remedy at one time shall not be deemed a waiver of the right to resort to others at a future or subsequent time.

Section 23. REPORTING TIME (2, 4, 6 and 8)

- (a) When employees covered by this Agreement are ordered to report to a job of eight (8) hours or less duration, the employees shall receive not less than eight (8) hours pay and eight (8) hours fringes except when inclement weather prevails.
- (b) During inclement weather, safety of the worker will be the determining factor if work for the day should continue, be delayed or canceled.
- (c) Members shall be paid two (2) hours pay plus fringes as show-up time if work is suspended between the first two work hours, due to inclement weather.
- (d) Members shall be paid four (4) hours pay plus fringes if work is suspended between the second & fourth work hours, due to inclement weather.
- (e) Members shall be paid six (6) hours pay plus fringes if work is suspended between the fourth & sixth work hours, due to inclement weather.
- (f) Members shall be paid eight (8) hours pay plus fringes if work is suspended after first six (6) hours work, due to inclement weather.
- (g) All employees must remain on the job in order to be paid the above unless permission is granted by the Employer or his job superintendent as the case may be.
- (h) Reporting time on Saturdays, Sundays and holidays shall be paid at the straight time rate only.
 - (i) General Foreman and Foreman shall be guaranteed a minimum of eight (8) hours straight pay and eight (8) hours fringes on Saturday, Sunday and Holidays when work is suspended due to inclement weather.

Section 24. FOREMAN

- (a) On all jobs where a member is required to read plans and/or assume the responsibilities of a foreman he shall receive foreman's pay and/or on all jobs where there are two (2) or more member(s), one (1) shall be the foreman who shall receive foreman's pay. The foreman

is the only representative of the Employer who shall issue instructions to the workman.

(b) The Employer agrees that, in no event, can a crew under one (1) foreman be comprised of more than ten (10) member(s), which shall include the foreman.

Removed C from last CBA and in this contract replaced C with D and followed suit alphabetically.

(c) Foreman shall be guaranteed a minimum of eight (8) hours pay and fringes Monday through Friday and shall be paid for all overtime work as per section eight (8).

(d) A General Foreman shall be employed by the Contractor when there are three (3) or more Foremen on the job. The Contractor shall have the right to appoint the first foreman. All additional Foremen shall be appointed by the Business Manager.

(e) General Foreman shall be guaranteed a minimum of eight (8) hours pay and fringes Monday through Friday and shall be paid for all overtime work as per section eight (8).

(f) All General Foreman and Foreman shall be classified as straight time member(s) who are hired by the week except at the start and finish of the job, and in such cases, they shall be paid for actual days worked.

(g) Whenever a composite crew is in place (Iron Worker and other trade) at least one Iron Worker shall receive the Foreman's rate and fringes.

Section 25. SUPPLYING MEMBER(S) FOR JOBS

(a) The Employer, upon ordering member(s) from the Union Hall, shall order them 24 hours in advance, at the Union Office on a regular working day-Monday through Friday. Member(s) ordered 24 hours in advance shall report for work at the job site at job starting time.

(b) If the member is requested at job starting time, to immediate employment, they shall receive a full day's pay. If a replacement is needed he shall be paid from time of arrival on job.

Section 26. IRON WORKERS REQUIRED ON GUY AND STIFF LEG DERRICKS

(a) Not less than six (6) member(s) and a foreman shall be employed around any guy or stiff leg derrick used on steel erection.

(b) On all mobile or power operated rigs/cranes of any description, not less than four (4) member(s) and a foreman shall be employed on steel erection and structural steel handling. This shall consist of one (1) foreman, three (3) Journeymen, and one (1) Apprentice. The use of the Apprentice shall be upon mutual consent of the Contractor and the Union. Otherwise the fourth (4th) man shall be a Journeyman.

(c) On work where derricks are used, a sufficient number of member(s) shall be employed. It is agreed that the Employer, together with the Foreman, shall decide the number of member(s) necessary to man a job properly and safely.

Section 27. RIVETING GANGS

(a) Riveting gangs shall be composed of not less than four (4) member(s) 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 double time for such time worked before the regular starting time.

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

Section 28. REINFORCING STEEL AND MESH WORK

(a) On each job of reinforced concrete there shall be a foreman who shall be in charge of all member(s) doing this class of work.

(b) All reinforced steel coming into the jurisdiction must be shipped to all jobs in 20 feet lengths or over, up to and including 3/4" size. All reinforcing rods over and above 3/4" size can be cut to length at the Employer's discretion, but all bending shall be done on the job.

(c) An Iron Worker shall be placed on all concrete work until such time as steel is completely covered with concrete, provided however, if the same employer is present on the job site and there are Iron Workers in his employ who are available if necessary. No extra Iron Workers need be employed or positioned at the pour.

(d) On all mesh work of #6 gauge or heavier not less than two (2) ironworkers shall be employed to roll out mesh and complete work. It is understood that this does not cover patch work.

(e) All unloading, handling, cutting, bending and placing of all steel, including mesh coming under the jurisdiction of the Iron Worker, shall be done by the Iron Workers. The bending machine shall be considered a tool of the trade and shall be maintained and serviced solely by the Iron Workers.

Section 29. STONE SETTING

(a) The placing and operating of all derricks and rigging in connection with cut stone, pre-cast stone or concrete, mosaic and rubble, or any substitute for the foregoing, on all buildings, structures, bridges and viaducts in the course of construction, alteration, addition or repair; also on all demolition jobs where the stone is hoisted on or off the wall with a derrick or crane.

(b) The rigging and erecting of all swinging and temporary scaffolds for setting, cleaning and pointing of cut-stone, pre-cast stone or concrete, mosaic or rubble or any substitute for the foregoing, and any rehanging of the same.

(c) The handling and rolling of all cut-stone, pre-cast stone or concrete, mosaic or rubble or any substitute for the same, also the loading or unloading of the same at freight terminals, buildings, structures, storage area, bridges and viaducts.

(d) All burning, welding and bolting in connection with the erection of pre-cast concrete and similar material.

(e) There shall be an Ironworker Signalman employed on setting stone or other similar material when power equipment is used.

The above Section 29 is subject to trade adjustments to which the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers is a party of, as well as decisions rendered by the National Joint Board for the Settlement of Jurisdictional disputes.

Section 30. IRON WORKERS TOOLS

(a) Employees shall furnish for their own use all necessary hand tools to enable them to effectively install their work. Tools broken on the job shall be replaced by the Employer. No employee shall be held responsible for the loss of tools or equipment in his charge.

(b) Employers must provide a suitable tool box or change house with lock and key for the safe keeping of tools and clothing. The employees are to be compensated by the employer for any loss of same due to fire or burglary from shanty or tool box in an amount not to exceed

\$250.00 per employee. Any loss incurred shall be reported to the Employer and Business Manager within three (3) days after such loss and adjustment shall be made by Employer.

Section 31. LAY OUT PERSON

When the job requires a full time lay-out person for fabrication or re-fabrication of steel on the job site, the Iron Worker assigned to be in charge of this type of work shall be paid the foreman's rate of wages. He may be assigned a sufficient number of Iron Workers as may be required to assist him in the performance of his work.

Section 32. CHECKING IN AND OUT OF TOOLS

(a) When tools are to be checked in and out, it shall be done during working hours. On any job for any one employer using seventeen (17) or more Iron Workers, one (1) Journeyman Iron Worker, other than the steward, shall be assigned to the distribution and servicing of all tools and equipment used by Iron Workers. If required, the employer shall provide a suitable tool-room for this purpose.

(b) The employees shall be allowed an adequate amount of time to put away tools.

Section 33. SAFETY PROVISIONS

- (a)** When working steel, safety provisions will be adhered to and in accordance with OSHA Regulations.
- (b)** Personal protective equipment to be supplied by employer in accordance to OSHA Regulations.
- (c)** In the hoisting and rigging of steel or other materials, the safe working loads will be adhered to by OSHA standards and regulations.
- (d)** Slings per OSHA standards.
- (e)** Burning of Paint. Whenever Iron Workers are burning painted surfaces proper air respirators will be supplied by the Employer. Also tested for lead content in accordance with OSHA.
- (f)** Protection of Signal Devices. Proper practical safe housing casing or tubing shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operating of any and various devices in connection with work being done by employees.
- (g)** 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 above member(s) working, shall be planked safe in all elevator shafts. OSHA standard shall apply.
- (h)** All bar joists shall be bolted or welded at the bearing points before the installation of bridging. Welding and bridging shall be completed before landing of any material. OSHA standard shall apply.
- (i)** Shear connections and studs shall not be applied until steel is erected due to the safety hazard. OSHA standard shall apply.
- (j)** Guy cables or sag rods will be installed in the first or second bay, then as needed during the erection of structural steel to insure the safety of the member(s). OSHA standard shall apply.
- (k)** To insure the safety of all ironworkers, all falsework, needle beams, floats and all supports to be used by the Iron Workers, shall be erected by the Iron Workers.
- (l)** All signaling done on ironwork shall be done by the ironworker.

(m) (Sky Climbers) OSHA Ruling.
(n) There shall be no "Christmas Treeing" of iron unless agreed upon by the Local Union and Contractors Association.

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

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

(q) All safety provisions not mentioned in the above paragraphs shall be referred to and adhered to, as provided by the current "Code of Federal Regulations-OSHA Department of Labor".

Section 34. BURNING AND WELDING

(a) The Employer shall be required to furnish all safety equipment in regards to burning and welding including but not limited to eye protection, welding gloves and leathers and the employee shall be compelled to wear them. The welding machine used by the Iron Workers for the purpose of performing work under the jurisdiction of the Iron Worker shall be considered a tool of the trade and shall be maintained, operated and serviced exclusively by the ironworker trade.

(b) When welding tests are required of the employee, the expense of same shall be borne by the Employer.

(c) When burning and welding, there shall be a firewatch when deemed necessary. The position of firewatch shall be the work of the Iron Worker.

(d) All welders and burners working on galvanized steel, painted or unpainted surfaces or other toxic metals within a confined area shall be furnished with the proper respirators.

(e) Whenever a contractor calls for a Certified Welder for five (5) days or more, it shall be the responsibility of the Contractor to have the welder's papers properly signed or provide a letter verifying his employment, as a welder at the work site, and length of time employed.

Section 35. SHIPPING EMPLOYEES

Employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling time and expenses providing they remain on the job thirty (30) days or until the job is completed. Employees shipped to a job and not put to work, weather permitting work, 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.

Section 36. DRINKING WATER - CLOTHING ROOM

The Employer shall furnish suitable drinking water at all times, and each job of sufficient size and length to justify same shall be provided with a suitable change house for the employees to change their clothes and keep their tools - to be heated when necessary.

Section 37. COMPENSATION INSURANCE AND INJURIES

(a) The Employer must at all times provide New York State Workmen's Compensation Insurance and shall furnish evidence of such coverage to the Union.

(b) All Employees injured on the job shall be paid in full wage and fringe supplements for the time spent receiving medical attention of the day of the injury. If a Doctor certifies that said employee is unable to return to work on the day of the injury, the employee shall be paid full wages and fringe supplements for the day.

Section 38. BUSINESS MANAGER

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

Section 39. JOB STEWARD

(a) There shall be a steward on each job who shall be appointed by the Business Manager. He shall keep a record of the workers laid off and discharged, and take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the Business Manager, who shall attempt to adjust any matter without a stoppage of work. The steward shall see that the provisions of this Agreement are complied with and report to the Union the true conditions and facts. The steward shall promptly take care of injured workers and accompany them to their homes or to a hospital as the case may require, without any loss of time, and report the injury to the Union.

(b) The Employer agrees that the job steward will not be discharged or transferred until after proper notification has been given to the Union and further, when employees are laid off, the job steward will be the last member(s) laid off, providing they are capable of performing the work in question, it being understood and agreed that the steward's duties shall not include any matters relating to referral, hiring or termination of employment.

(c) On jobs where more than one (1) ironworker is required, the shop steward shall be able to take the place of a journeyman on overtime work, if capable of performing their duties.

(d) The job steward shall not be restricted from performing any of his duties.

Section 40. PROTECTION OF UNION PRINCIPLES

The removal of Journeymen Ironworkers and Apprentices from a job in order to render legal assistance to other local unions to protect Union principles shall not constitute a violation of this Agreement, provided such removal is first approved by the General Executive Board and twenty-four (24) hours' notice thereof is first given to the Employer involved.

Section 41. NON-DISCRIMINATION

There shall be no discrimination against any employee by reason of race, creed, color, national origin, sex or age.

Section 42. SUB-CONTRACTORS

(a) The Employer agrees not to sub-contract any work covered within the scope of this Agreement to be performed at the job site of construction work except under terms and conditions consistent with and in conflict with this Agreement.

(b) The parties agree that all Contractors, whether Prime, General, Sub. or any other category of Contractor shall become parties to this Agreement and signatories thereof, by executing same, and that all Sub-Contractors employed by such Contractors shall be required to execute this Agreement. The aforementioned contractors guarantee the payment of wages and fringe benefit payments, as required by this Agreement by any sub-contractor whom they employ, hire or retain. Where any contractor, individual, partnership or corporation is a signatory to this Agreement and sub-contracts, work hereunder to any affiliate or subsidiary contractor, whether same be an individual, partnership or corporation; the signatory contractor hereby guarantees that such affiliate or subsidiary will observe all of the terms, conditions and provisions of this Agreement as though it had duly executed same, and is fully responsible therefore.

Section 43. SAVING CLAUSE

Should any part of or 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 of provisions affected.

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

Section 44. ARBITRATION

(a) The parties shall establish a Joint Trade Arbitration Board, which shall consist of three (3) members appointed by the Employers and three (3) members appointed by the Union.

(b) Any dispute as to the proper interpretation, application or breach of this Agreement shall be handled in the first instance by a representative of the Union and the Employer and if

they fail to reach a settlement within five (5) days, such dispute shall be referred to the Joint Trade Arbitration Board for decision.

(c) The Board shall meet within forty-eight (48) hours after receipt of any complaint or grievance.

(d) All questions shall be decided by a majority vote of the full board and in the event of a tie vote or a failure of the Board to agree after two (2) consecutive daily meetings, the Joint Arbitration Board shall refer the matter to the Arbitrator designated under Section 23 (e).

(e) The question or questions in dispute shall properly be submitted to the arbitrator, it being understood that disputes over work jurisdiction are not subject to the above arbitration procedure. Such disputes shall be resolved in accordance with the first paragraph of Section 2 herein.

SCHEDULE "A"

For an updated list of contractor members, contact

The Executive Director
Fabricators, Erectors and Reinforcing Contractor Association
Of the Hudson Valley Inc.
at:
330 Meadow Ave.
Newburgh, NY 12550
Phone: 845 562-4280
Fax: 845 562-1448

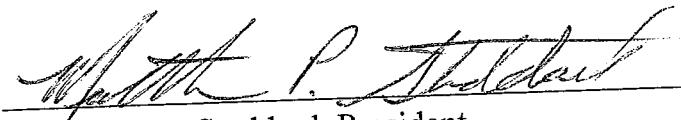
TERM OF AGREEMENT

The Agreement, with any amendments thereof made as provided for therein, shall remain in force and effect until Midnight of **June 30, 2027** and unless written notice be given by either party to the other at least four (4) months prior to such date of a desire for a change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to the termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any notice as hereinabove provided for in this article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

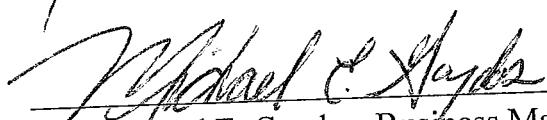
Dated: July 1, 2021

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the Town of Newburgh, State of New York.

FOR LOCAL UNION 417
Of the
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS

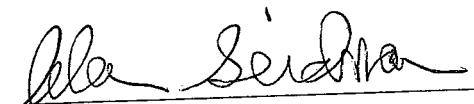


By: Matthew Stoddard, President



By: Michael E. Gaydos, Business Manager & Financial Secretary-Treasurer

**FOR FABRICATORS, ERECTORS AND REINFORCING CONTRACTOR ASSOCIATION
OF THE HUDSON VALLEY INC.**

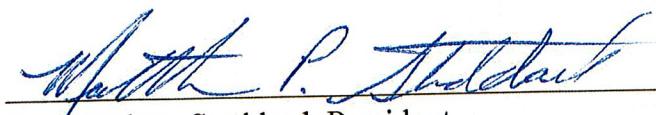


By: Alan Seidman, Executive Director

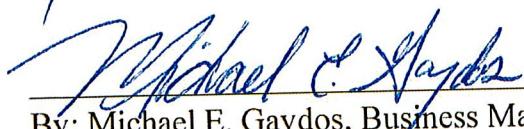
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**FOR LOCAL UNION 417
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INTERNATIONAL ASSOCIATION OF
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By: Matthew Stoddard, President



By: Michael E. Gaydos, Business Manager & Financial Secretary-Treasurer

**FOR FABRICATORS, ERECTORS AND REINFORCING CONTRACTOR ASSOCIATION
OF THE HUDSON VALLEY INC.**

By: Alan Seidman, Executive Director

FOR THE EMPLOYER

Name of Company (Print)

Street Address (Print)

City (Print)

State

Zip

Officer's Name (Print)

Officer's Name (Signature)

(Area Code) Telephone

(Area Code) Fax. Number

Date: _____

(Employers F.I.D. Number)

(Employers E-mail and/or Website address)

(Employers Worker's Compensation Carrier)

Please circle if it applies: WBE, DBE, MBE, SBE, OTHER _____

