

AGREEMENT

This agreement entered into between _____ hereinafter referred to as the “Employer”, and the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS, AFL-CIO, of Washington, D.C., hereinafter referred to as the “Association”.

1. This agreement becomes effective _____, and shall continue in effect until terminated by three months written notice from either party to the other. Changes may be made at any time by mutual consent.

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

3. The Employer recognizes the Association as the sole and exclusive bargaining representative for all employees employed on all work coming under the jurisdiction of the Association.

4. The Employer agrees not to sublet any work under the jurisdiction of the Association or its local unions-to any person, firm or corporation not in contractual relationship with this Association or its affiliated Local Unions.

5. All employees who are members of the International Association of Bridge, Structural and Ornamental Iron Workers on the effective date of this contract shall be required to remain members of the Association in good standing as a condition of employment during the term of this contract. All employees may be required to become and remain members of the Association in good standing as a condition of employment from and after the thirty-first day following the dates of their employment, or the effective date of this contract, whichever is later.
(This clause shall be effective only in those States permitting Union Security.)

6. The Employer agrees to abide by the General Working Rules of this Association and to pay the scale of wages, work the schedule of hours and conform to the conditions of employment in force and effect in the locality in which the Employer is performing or is to perform work, provided that such conditions are not in violation of the National Labor Relations Act.

7. The employer agrees to employ Journeymen in any territory where work is being performed or is to be performed in accordance with the Referral Plan in force and effect in the Jurisdiction of the Local Union where such work is being performed or is to be performed, a sample copy of which Referral Plan is annexed hereto marked “Appendix A” and made part hereof.

8. Any violation or annulment of the General Working Rules of the Association , or the subletting of any work coming under the jurisdiction of the Association to any person, firm or corporation not in contractual relationship with this Association or its affiliated Local Unions-will be sufficient cause for the cancellation of the agreement after the facts have been determined by the International Office of the Association.

9. In case a dispute arises which involves a question of the scale of wages or the General Working Rules of the Association, the matter shall be referred to the general President of the International Association of Bridge, Structural and Ornamental Iron Worker and he or his representative shall meet with a representative of the Employer who shall take steps to once ascertain the facts and render a decision thereon..

Where the dispute involves a scale of wages and decision rendered shall be retroactive to the date on which the dispute originated.

In case the representative of the Employer and the representative of the Association are unable to reach an agreement on the facts in the case they may select an Agency agreeable to them to hear and pass upon the case in dispute.

10. Any provision of this agreement which is in contravention of any national, state, or local law or governmental regulation affecting all or part of the territorial limits covered by this agreement shall be suspended in operation within the territorial limits to which such law or regulation is applicable for the period during which such law or regulation is in effect. Such suspension shall not affect the operation of such provisions in territories covered by the agreement to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the agreement within the territorial limits to which such law or regulation is applicable.

11. Any dispute as to the application or interpretation of this agreement or any Local union or District Council agreement which is applicable to any particular work site of an Employer shall be subject to the grievance procedure contained in such Local Union or District Council agreement and must be resolved through such grievance procedure.

12. This Agreement shall apply to the individual employer signatory hereto under any name or style under which said employer is engaged in construction industry directly or indirectly.

13. If either party exercises its right to terminate this Agreement it shall, upon request of the other party enter into negotiations for a successor agreement or concerning the affects of such termination, whichever is appropriate.

SIGNED FOR THE UNION
INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL
AND ORNAMENTAL IRON WORKERS

SIGNED FOR THE EMPLOYER

General President

General Secretary

APPENDIX “A”

REFERRAL CLAUSE

In order to maintain an efficient system of production in the industry, to provide for an orderly procedure of referral of applicants for employment and to preserve the legitimate interests of the employees in their employment, the Employer and Union agree to the following plan of referral of applicants to employment.

1. The Employer shall have the right to employ directly a minimum number of key employees who may consist of a superintendent, general foreman and a foremen. In addition, the Employer shall have the right to employ directly on any job in the locality in which the Employer maintains his principle place of business all employees required on such job or jobs, provided such employees are regular employees of the Employer who have been employed by the Employer fifty percent (50%) of the time during the previous twelve (12) months; and on jobs of the Employer located outside of the locality in which the Employer maintains his principle place of business, forty percent (40%) of such employees.

2. All other employees required by the Employer shall be furnished and referred to the Employer by the Union.

3. The Employer shall have the right to reject any applicant referred by the Local Union.

4. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. The selection and referral of applicants shall be operated in accordance with the following plan.

5. The Union shall register all applicants for employment on the basis of the Groups listed below. Each applicant shall be registered in the highest priority Group for which he qualifies.

GROUP “A”

All applicants for employment who have worked at the trade as a mechanic or apprentice for the past four (4) years; have previously passed a journeyman’s examination conducted by a duly constituted Local Union affiliated with International Association of Bridge, Structural and Ornamental Iron Workers qualifying them to work as a mechanic at the trade; have been employed for a period of at least one (1) year during the last four (4) years by Employers (parties to collective bargaining agreements with the Union), and who have actually resided for the past year within the geographical area constituting the normal construction labor market.

GROUP “B”

All applicants for employment who have worked at the trade as a mechanic or apprentice for the past four (4) years; and have previously passed a journeyman’s examination conducted by a duly constituted Local Union affiliated with the International Association of Bridge, Structural and Ornamental Iron Workers qualifying them to work as a mechanic at the trade.

GROUP “C”

All applicants for employment who have worked at the trade as a mechanic or apprentice for the past two (2) years or more and who have for the past year actually resided within the geographical area constituting the normal construction labor market.

GROUP “D”

All applicants for employment who have worked at the trade for more than one (1) year.

6. The union shall maintain each of the separate Group lists set forth above which shall list the applicants within each Group in the order of the dates they registered as available for employment.

7. Employers shall advise the Union of the number of applicants needed. The Union shall refer applicants to the Employer by first referring applicants in Group "A" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "B", then Group "C", and then Group "D". Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to another Employer in accordance with the position of his Group and his place within the Group. Upon a registrant being referred for employment and actually employed on a job more than three (3) days, such registrant's name shall be removed from the list until such time as his employment has been terminated at which time he shall be registered at the bottom of the appropriate list under which he is entitled to be registered.

If a registrant, upon being referred in regular order, refuses to accept the referral, such registrant's name shall be placed at the bottom of the appropriate list under which he is entitled to be registered.

8. The order of referral set forth above shall be followed except in cases where Employers require and call for employees possessing special skills and abilities in which case the Union shall refer the first applicant on the register possessing such special skills and abilities.

9. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the agreement between the Employer and Union.

10. In the event that the referral facilities maintained by the Local Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period after such a requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants at the job site. In such event, the Employer will notify the Local Union of the names and dates of such hirings.

11. The Local Union, through its Examining Board, shall examine all job applicants who have not previously passed an examination conducted by a duly constituted Local Union affiliated with the International Association of Bridge, Structural and Ornamental Iron Workers in order to determine whether they are qualified to perform the work of the craft as a mechanic and be eligible for referral. Such examinations shall be held at least every month.

12. In the event that any job applicant is dissatisfied with his Group classification or his order of referral in that such applicant claims that he was not placed in the proper Group set forth above or was not referred in the regular order as provided above or if a job applicant has failed in his examination to qualify as an eligible referrant, such aggrieved job applicant may appeal in writing within ten (10) days from the day on which his complaint arose, or failure to pass his examination, to an Appellate Tribunal consisting of an Employer representative, a Union Representative and an impartial Umpire appointed jointly by the Employer and the Union, and the decision of the Appellate Tribunal shall be final and binding.

13. The Employer and the Local Union shall post in appropriate places all provisions relating to the hiring arrangement set forth in this agreement.

14. If the Local Union or District Council agreement in the territory where the job of the Employer is being performed contains a referral or hiring hall clause, the Employer shall comply with that referral clause in lieu of the referral clause specified in this Appendix A provided that said Local Union or District Council referral clause complies with the National Labor Relations Act.