

P.R.I.M.E.

(Program for Regional Industry Market Expansion)

AGREEMENT



Iron Workers' District Council of the Mid-Atlantic States
Iron Workers' District Council of the Southeastern States
Iron Workers' District Council of the Tennessee Valley & Vicinity

• • •

FOR THE JURISDICTIONS OF

Local #28-Richmond, Va., Local #79-Norfolk, Va.,
Local 384-Knoxville, Tn., Local #387-Atlanta, Ga., Local #597-Jacksonville, Fl.,
Local #848-Charleston, SC and NC, Local #704-Chattanooga, Tn.,
Local #709-Savannah, Ga., and Local 697-Roanoke, Va.

Section 1 This agreement, entered into between _____
_____ (Employer), and the Iron Workers' District
Councils of the Southeastern States, Tennessee Valley and Vicinity, and Mid-Atlantic States (Here

P.R.I.M.E. AGREEMENT



Program for Regional Industry Market Expansion

after referred to as the Union) for work within the jurisdiction of Local Union 28, 79, 384, 387, 597, 848, 697, 704, and 709). This Agreement becomes effective on _____ and shall be in effect until terminated upon completion of the following project.

Project _____

Location _____

Changes may be made at any time by mutual consent.

Section 2 The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees employed on all work coming under the jurisdiction of the International Association.

Section 3 The Employer shall require all Subcontractors to be bound by this Agreement and will forward a photocopy of each Employer's signature sheet to the Local Union in the geographical jurisdiction of the work site. However, it is understood and agreed that because of special circumstances of the Project relating to Specialty Contractors, qualified Union Subcontractors may not be available locally. If the Employer finds this to be the case, it will notify the Union and the Union will endeavor to locate suitable, qualified, competitive Union Subcontractors to bid on the work. If after seven (7) days the Union is unable to locate such suitable competitive subcontractors, it is understood and agreed that the Employer will be allowed to employ Non-union Subcontractors to perform such subcontracts and such Subcontractors shall pay no less than the total amount specified in the applicable agreement.

Section 4 All Employees shall pay working assessments to the Local Union in the geographic location of the project on which they are employed (geographical and jurisdictional materials including maps, forms and clerical assistance will be provided by the Union).

Section 5 The Employer agrees to abide by the General Working Rules of the International Association and to pay the scale of wages and benefits, work and schedule hours and conform to the conditions of employment in force and effect in the Local Union in which the Employer is

P.R.I.M.E. AGREEMENT



performing or is to perform work, provided that such conditions are not in violation of the National Labor Relations Act.

Section 6 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:

- A. The Employer shall have the right to employ and decide the number of key employees. A key employee shall be any employee that the Employer feels is necessary for the successful completion of the project.
- B. All other employees required by the Employer shall be furnished by qualifications in accordance with the referral procedure of the Local Union having jurisdiction of the job site.
- C. The Employer shall have the right to reject any applicant referred by the Local Union.
- D. The Employer agrees to notify the Local Union, having jurisdiction for the project to insure the employment of a working Local Union steward. The Local Union steward shall be designated so by the Local Union, abide by all work rules and subject to review and approval by the District Council President.

Section 7 The Employer agrees to make timely payments into all fringe benefit funds in accordance with the applicable Local Union collective bargaining agreement (here after referred to as CBA).

- A. Key Employee: With respect to all key employees who designate home Local Unions other than the Local Union in whose geographic jurisdiction the work is performed, this agreement authorizes contributions to such pension, health and welfare, annuity, vacation and other welfare benefit funds as are legal and appropriate under ERISA or under other applicable State statutes or federal labor law to which the employer and International Association agree that contributions should be made in such amounts as is reflected in the applicable collective bargaining agreement, provided that the trust funds so designated agree to accept the contributions and credit the Key Employees for those contributions in accordance with the trust funds' rules. If the home Local's trust funds refuse to accept the contributions, then the contribution amounts shall be paid to the trust fund where the

P.R.I.M.E. AGREEMENT



Program for Regional Industry Market Expansion

work is being performed. The Employer is required to submit fringe benefit contribution forms to the home Local Union and provide a copy of the form to the Local Union is whose jurisdiction the work is performed.

- B. Other Than Key Employees: Employer agrees to make timely payments into all fringe benefit funds in accordance with the applicable Local Union CBA. This agreement authorizes contributions to such pension, health and welfare, annuity, vacation and other welfare benefit funds as are legal and appropriate under ERISA or under other State or Federal law to which the employer and the Union agree that contributions should be made in such amounts as is reflected in the applicable CBA. Unless otherwise specifically designated herein, those funds shall be the funds of the home Local Union of the geographical jurisdiction in which the work is performed.
- C. Failure to make remittance to any fringe benefit funds designated by the applicable collective bargaining agreement shall subject the employer to all penalty, liquidated damage, interest, attorneys and expert fees, and other amounts due and owing pursuant to the Local Union CBA's and fringe benefit fund documents in question. Under no circumstances shall there be a request for a payment of multiple fringe benefit amounts (benefits paid to more than one Local Union's funds) as a result of work performed under this agreement.
- D. The terms of the various trust and plan fund documents as they currently exist, and as they may be amended by the trustees from time to time for the duration of this agreement are incorporated herein and shall apply to the signatory employer.
- E. The failure of any Employer to make contributions as provided shall constitute a breach of this Agreement and in such event the Union will not permit its members to work for said Employer.
- F. Fringe Benefit bonding requirements shall be in accordance with the Collective Bargaining Agreement of the Local Union having jurisdiction of the job site.

Section 8 All grievances and disputes arising out of the interpretation or application of this Agreement shall be settled in accordance with the following procedures:

P.R.I.M.E. AGREEMENT



Program for Regional Industry Market Expansion

- A. No grievance shall be accepted unless submitted in writing no later than five (5) working days after the occurrence or incident on which the grievance is based.
- B. Any such grievance shall be first adjusted between representatives of the Local Union and the Employer, and if not settled within ten (10) days.
- C. The grievance shall be referred to the International Representative of the District Council. If said grievance is not settled within ten (10) calendar days, either party may, by written notice to the other party, refer said grievance to an impartial Arbitrator mutually selected by Employer and the District Council. If the parties cannot agree upon an Arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) Arbitrators, and the parties shall alternately strike a name from said list until one name remains, who shall be the impartial Arbitrator. The Arbitrator's decision shall be final and binding upon the parties. The Arbitrator shall have no authority to establish wage scales or to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator's decision shall be compensatory only, and not punitive, and shall not exceed thirty (30) days pay. Each party shall bear its own costs and fee of the impartial Arbitrator.
- D. A Grievance Form made part of this Agreement will be used to settle any disputes that may arise.

Section 9 The parties to this Agreement hereby reaffirm the necessity of cooperation and the resolution of disputes and misunderstandings; and to secure this end, it is hereby agreed that a Standing Board of Review and Adjustment shall be established to be composed of representatives of the Signatory contractors and Representatives of the Iron Workers District Councils who shall meet semi-annually or on such agreed to meeting schedule to assure compliance with this agreement. At such meeting reports concerning any violation, dispute, questions or interpretation of application or practices arising out of this Bargaining Agreement shall be discussed. Absenteeism, labor turnover, availability of qualified journeymen, need for training, and other matters affecting productivity shall be thoroughly discussed. All parties will cooperate in complying with specific procedures which have been developed to maximize all productive conditions.

Section 10 The Employer shall have the right to initiate a drug and alcohol testing program. The program must be similar with the criteria adopted by the Ironworkers Management

P.R.I.M.E. AGREEMENT



Program for Regional Industry Market Expansion

Progressive Action Cooperative Trust. The Employer must notify the Union when the program is started and the employee will not be paid for the time spent taking the test if the employee fails the test.

Section 11 It is the intent of the parties that this Agreement will be in compliance with all applicable laws. If any provision of this Agreement is declared invalid by any court or administrative agency of competent jurisdiction, the decision will not invalidate the entire Agreement. The parties intend that all other provisions remain in full force and effect. The parties further agree to amend this Agreement to dully comply with applicable law.

Section 12 Any terms and/or conditions of employment not specifically addressed in this agreement shall be those as contained in the Collective Bargaining Agreement of the Local Union having jurisdiction of the job site.

◇ **REPRESENTING THE UNION**

REPRESENTING THE EMPLOYER

For the Union

For the Union

For the Union

Employer Name (legal)

For the Employer (signed)

For the Employer (printed)

Title (printed)

Street Address

City, State, Zip

Telephone

Fax

E-Mail

