

AGREEMENT

between

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**ILLINOIS VALLEY CONTRACTORS
ASSOCIATION**

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and

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LOCAL 444

**INTERNATIONAL ASSOCIATION OF
BRIDGE**

**STRUCTURAL, ORNAMENTAL,
AND REINFORCING IRON WORKERS**

AF F C I O

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June 1, 2007 **May 31, 2010**

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PREAMBLE

This agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between EMPLOYER and UNION in this trade and to prevent waste, unnecessary and avoidable delays and expense, and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, and that stable conditions will prevail in the building industry and that building costs will be as low as possible consistent with fair wages and conditions, and to establish the necessary procedures by which these ends may be accomplished.

ARTICLE I

JOINT AGREEMENT

1.1 This Agreement is made and entered into this 1st day of June, 2007 by and between the Illinois Valley Contractors Association hereinafter referred to as the "EMPLOYER", and Local #444 of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers, AFL-CIO, herein referred to as the "UNION".

ARTICLE II

DURATION

2.1 This Agreement shall be in full force and effect from June 1, 2007 to May 31, 2010. The entire Agreement is to terminate on the expiration of this Agreement. This Agreement covers the entire understanding reached between the parties hereto, and nothing that is not contained herein shall be of any force or effect upon any party hereto. Duration and termination is to agree with the required sixty (60) days notice specified in the Taft-Hartley Act of 1947.

ARTICLE III

JURISDICTION

3.1 TERRITORY

The territory covered by this Agreement shall be the former territory of the former Local 386, LaSalle, IL. which extends halfway to the nearest outside local union of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers, except for the EXCELON LaSalle Station Nuclear Plant and all of Grundy county which is now covered by Local 444's Will - Grundy Contract. (The Union reserves the right to re-open this contract for establishing territorial boundaries with other local Unions.)

3.2 CRAFT JURISDICTION

It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers, it being understood that the claims are subject to trade agreements and final decisions rendered by the AFL-CIO National Joint Board for the Settlement of Jurisdictional Disputes.

The parties to this Agreement do hereby agree to be bound by all decisions and awards made by the National Joint Board for Settlement of Jurisdictional Disputes with respect to all jurisdictional disputes which may arise under this Agreement.

This Local claims for its Iron Workers the following types and classes of Work: The fabrication, erection, and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum; all concrete reinforcing of piers thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, boiling water reactors, steam reactors, atomic and nuclear powered machinery, particle accelerator cores, all machinery and tools connected with fuel handling, source storage facilities, and the installation thereof: stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, smoke conveyors, pen-stocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, chutes, elevators, vats, enameled tanks and vats, towers, pans, hoppers, plates, anchors, caps, coils, lintels, Howe and combination trusses, grillage, and foundation work; all grating, racks, partitions, hanging ceiling, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames kalsomined and iron doors; casting tiling, air ducts, and trench frames and plates; all wire work, railings, including pipe guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, marquees, awnings, elevator and dumbwaiter closures, elevator cars, tracks, facias, aprons, operating devices, sash frames, fronts, rollers, rack and pinion-type metals, book stacks, tables and shelving, metal furniture, seats, benches, escalators, stairways, ventilators, boxes, vaults, vault doors, safe deposit boxes, fire escapes, signs, jail and cell work; corrugated sheets when attached to steel frames; frames in support of boilers; material altered in the field, such as framing, cutting, bending, drilling, burning and welding, including by acetylene, and electric machines; metal forms and false-work pertaining to concrete construction; sectional water tube and tubular boilers and stokers; traveling shears, vertical hydraulic elevators; bulk-heads, skip hoist, making and installing of all articles made of wire and fibrous rope; all rigging in shipyards, vessels and governmental departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks, and cranes, the erection, installation, handling and operating of same on all forms of construction work; all railroad bridge work, including their maintenance; the moving, hoisting, and lowering of machinery and placing same on foundations including in bridge cranes; derricks, buildings, piers and vessels; the loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all house smith work and submarine diving in connection with or about the same; the erection of steel towers and the handling and fastening of the cables and guys of the same; the racking, sorting, cutting, bending, hoisting, placing and tying of all iron, steel and metal used in the reinforcing concrete construction, including mesh for floor arches; and the making of hoops and stirrups, metal forms, and metal supports thereof; all pre-cast, prestressed, reinforced concrete; erection of field assembled panels, porcelain enamel panels, factory assembled panels, insulated and

non-insulated panels, ferrous and non-ferrous metal buildings, curtainwall, window wall, coping, Cofan metal decking, Mahon M-Deck sections, window enclosures, column castings, mullions and muntins, application of thiocol, neoprene and other patent sealants to seal metal to metal surfaces, multiplate, sunshades and metal louvers. The general operation of equipment such as: JLG lifts, Condor hydrolifts, Spider hoist, electric hoists, Fabtek mobile platforms, scissors hoists, coffing hoists, Rigid 400 power drivers, electric chain falls, etc., operated for the purpose of raising men, tools or materials, as required, from the ground or floor below to the point of installation above, shall be included in the scope of work.

Employers must furnish, upon request by the UNION, documents of proof of installation and erection of all work coming under the jurisdiction of the Union Agreement.

When permanent machines, or machinery, have been erected and are ready for starting, Iron Workers will be present for first start or additional starts until the machine has been accepted by the customer or owner.

The sorting, distributing, receiving, and handling of all material coming under the jurisdictional claims of this Local Union on or about the job shall be done by Iron Workers. The distribution of tools and material used to perform the work in this Agreement shall be performed by a member of this Local Union, as a warehouseman from each tool room.

When material comes to destination point of storage yard, the unloading, reloading and proper handling of the material, in whatever method required, shall be the work of the Iron Workers.

Iron Workers will be used to unload and carry to the building site corrugated or other types of sheathing to be placed by Iron Workers.

Iron Workers will be permitted to unload and uncrate metal windows, metal lockers, metal shelving, metal partitions and lay such material to the floors where it is to be installed.

The fabrication, erecting, and dismantling of all false work, pertaining to Article I, including that required in steel erection pulling or piling, dismantling of derricks, travelers, and all other types of rigging used in the erection and dismantling of steel structures shall be the work of the Iron Workers.

3.3 PRECAST

Where precast, prestressed, reinforced concrete structural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks and/or rigging is used, work of loading, unloading, moving and placing to complete erection shall be performed by Iron Workers.

3.4 REINFORCING

The laying, placing and tying of all reinforcing steel shall be done by an Iron Worker.

Employees shall be employed in the maintenance of reinforcing steel, including mesh; during the pouring of concrete.

3.5 WELDER CERTIFICATION

Welders are to be certified by performance test taken within the territorial jurisdiction of Local #444. A copy of all papers issued to the certified or qualified welders shall be forwarded to the Union and Association.

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ARTICLE IV

WAGE RATES AND NON-WAGE PAYMENTS

4.1 WAGE RATES:

Minimum hourly wage rates shall apply to the classification as follows:

Journeyman

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June 1, 2007
\$31.00

Foreman:

Foreman (plus one or two men) + \$1.00 minimum = \$32.00

Foreman (plus 3 man) + 10% minimum = \$34.10

General Foreman:

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+ 20% minimum = \$37.20 (40 hour guaranteed)

Furnace Work – Extreme Heat = **double (2) their regular hourly rate of pay.**

Radiation Work:

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+ \$1.00 = \$32.00

Shift Differential:

When three (3) shifts are employed, the second (2nd) shift shall receive an additional \$.50 (fifty cents) per hour over the base rate and the third (3rd) shift shall receive an additional \$0.75 (seventy-five cents) per hour over the base rate.

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Apprentices Starting after June 1, 2007:

(A percentage of Journeyman rate)

- First 1,000 hoursno less than 60%
- Second 1,000 hoursno less than 70%
- Third 1,000 hoursno less than 75%
- Fourth 1,000 hours.....no less than 80%
- Fifth 1,000 hoursno less than 85%
- Sixth 1,000 hoursno less than 90%

4.2 NON WAGE PAYMENTS June 1, 2007

- Tri-State Welfare Fund\$8.14
- Mid-America Pension Fund.....\$7.57
- Mid American Supplemental
 - Monthly Annuity fund (SMA)\$5.88
 - Apprentice Training Fund.....\$0.60
 - Illinois Valley Industry Advancement Fund.....\$0.13
 - Illinois Valley Labor/Management.....\$0.02
 - IMPACT\$0.30
 - IW Defense Fund\$0.10

- Work Assessment (deduct from wage).....3% **
 - Iron Workers Political Action League.....\$0.03 **
- ** These items are taxable.

Payment by the Employer for non wage items set out below together with report forms supplied for such purposes are due not later than the tenth (10th) day of the following month. All payments, except Work Assessment, Illinois Valley Labor/Management, IPAL, IMPACT, and Defense Fund are to be sent on check to:

Fringe Benefit Funds Account
P. O. Drawer M
Lansing, Illinois 60438

Send Work Assessment and a check for \$ 0.30 per man-hour to:

Iron Workers Local #4
2082 Oak Leaf Street
Joliet, Illinois 60436

The Union and Association by mutual agreement may at anytime during this Agreement change the fringe benefit and other contribution report form(s) and the manner in which contributions are made such as a single check or multiple checks and/or a single report form or multiple reporting forms as well as the place where such will be sent. The Employers will be given 45 days notice of any such changes.

If payments as specified above are not received by the Fund Office by the tenth (10th) day of the month, the Employer shall be in violation of this Agreement and the below mentioned Trust Agreements and shall be liable for payments due, liquidated damages, interest, and other collection costs. (See insert)

4.3 WELFARE FUND

Commencing with the pay period following the date hereof, all employers agree to pay the appropriate amount per hour for each hour for which the employee is paid for, for all employees covered by this agreement to a welfare fund. The contributions of the Employers shall be used, exclusively, to provide group-term 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 families in such form and amount as the Trustees of the Welfare Fund may determine, and the organization and administration expenses of the Welfare Fund.

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

4.4 IRON WORKERS MID-AMERICA PENSION FUND

Each Employer shall contribute the amount per hour, specified in the Wage and Fringe Benefit Section of this Agreement, into the Iron Workers Mid-America Pension Fund on behalf of all Employees covered by this Agreement.

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

If the Employer fails to make contributions to the Pension Fund within ten (10) days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting payments due, together with attorneys' fees, interest in the unpaid contributions, and liquidated damages as set forth in the Agreement and Declaration of Trust. The Employers' liability for payment hereunder shall not be subject to the grievance or arbitration procedure or any "no-strike" clause provided under this Collective Bargaining Agreement.

4.4 (a) IRON WORKERS MID-AMERICA SUPPLEMENTAL MONTHLY ANNUITY FUND

Each Employer shall contribute the amount per hour, specified in the Wage and Fringe Benefit Section of this Agreement, into the Iron Workers Mid-America Supplemental Monthly Annuity Fund on behalf of all Employees covered by this Agreement.

The Supplemental Monthly Annuity Fund shall be administered pursuant to an Agreement and Declaration of Trust by an equal number of representatives of the Employers and the Unions. The Agreement and Declaration of Trust shall conform to all requirements of law. A copy of said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length.

If the Employer fails to make contributions to the Supplemental Monthly Annuity Fund within ten (10) days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting payments due, together with attorneys' fees, interest in the unpaid contributions, and liquidated damages as set forth in the Agreement and Declaration of Trust. The Employers' liability for payment hereunder shall not be subject to the grievance or arbitration procedure or any "no-strike" clause provided under this Collective Bargaining Agreement.

4.5 INDUSTRY ADVANCEMENT TRUST

Effective June 1, 2007 each EMPLOYER shall contribute eleven (\$.13) cents for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement to the Illinois Valley Contractors Industry Advancement Trust (IVCIAF). In as much as the existence and utilization of the Industry Advancement Trust shall result in increased construction and greater job opportunities the UNION agrees to cooperate in assuring that the contributions required by this Article are in fact made by EMPLOYERS bound by this Agreement. The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article 10.2.

4.6 APPRENTICESHIP AND TRAINING FUND

A Trusteed Apprenticeship and Training Fund has been created and is known as the Iron Workers Local 444 Apprenticeship Fund.

Effective June 1, 2007 the employer shall pay fifty-five (\$.60) for each hour the employee received wages under the terms of this Agreement into the aforementioned Apprenticeship Fund.

It is understood and agreed that the EMPLOYER shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Apprenticeship fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

The **EMPLOYER** further agrees to be bound by the terms of the Apprenticeship Standards established by the Joint Apprenticeship Training Committee of the Iron Workers Local 444 Apprenticeship and Training Program, as approved by the United States Department of Labor, Bureau of Apprenticeship Training.

The Apprenticeship Fund has been established and shall be administered in accordance with the Labor Management Relations Act of 1947, as amended, and all other applicable Federal and State Laws.

Contributions to the aforementioned Apprenticeship Fund shall not constitute or be deemed wages due to the employee.

The sole liability of the **EMPLOYER** to the Apprenticeship Fund shall be the payment of hourly contributions as set forth in this Article, provided, however, that nothing herein shall be interpreted to release the **EMPLOYER** from its obligations under the Apprenticeship Standards as set forth above.

4.7 IPAL, Defense Fund, TRCA, and IMPACT

IPAL (Ironworkers Political Action League)

Iron Workers Local 444 Defense Fund

Illinois Valley Construction Industry Labor-Management Fund: Effective June 1, 2007, two (.02) cents for each hour worked to the Illinois Valley Construction Industry Advancement Fund, a Labor-Management Cooperative.

IMPACT: In addition to the hourly wage rate, the Employer shall contribute to the Ironworker Management Progressive Union Cooperative Trust (IMPACT), a jointly trusted 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. 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.

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

4.8 WORK ASSESSMENT

The contractor or **EMPLOYER** shall deduct from the pay of each employee covered by this Agreement an hourly working assessment for each hour paid in whatever sum is established by the **UNION** upon written authorization of the employee to such effect. This assessment will be collected and paid monthly to the Iron Workers 444's designated collection agent or agency. Assessments will be paid monthly by the tenth (10th) day of each month following the month in which the work was performed.

If the **UNION** membership changes the amount of the working assessment, a notice submitted in writing to the Illinois Valley Contracting Association thirty (30) days prior to the date of change.

The Union agrees that it will indemnify and hold harmless the **EMPLOYER** from any and all claims, suits, causes of action, otherwise, as regards the creation and administration of the dues check off established by this Section and such indemnity and agreement to hold harmless shall include the payment of costs and attorney's fees on behalf of the beneficiaries of such indemnity.

4.9 FOREMAN AND GENERAL FOREMAN

When two (2) or more employees are employed, one shall be selected by the **EMPLOYER** to act as foreman and receive foreman's wages, and the foreman is the only representative of the **EMPLOYER** who shall issue instructions to the workmen. There shall be no restriction as to the employment of foreman. The employers may employ on one piece of work as many foremen as in his judgment are necessary for the safe, expeditious and economical hand-ling of the same.

There shall be no more than eight (8) workers working under the supervision of one ironworker foreman. The tenth (10th) man shall be another foreman.

Foreman (plus 1 or 2 men) = +10% minimum
Foreman (plus 3 men) = +10% minimum

When two (2) Foremen are employed one shall be designated as General Foreman.

General Foreman = +20% minimum
Forty (40) hour week guaranteed

4.10 PAYDAY

The regular payday shall be once a week, and wages are to be paid before quitting time, and shall be paid in cash or other legal tender.

Employers may withhold when necessary a reasonable amount of wages due to enable them to prepare the payroll.

When employees are laid off or discharged, they shall be paid in full in cash or other legal tender on the job immediately, 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

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

The Business Representative must be notified before any lay off.

If the Business Agent is not available, the duly authorized representative will be notified at a reasonable hour.

Any undue delay or loss of wages caused the employees through no fault of their own shall be paid for by the **EMPLOYER** causing such delay, at the regular straight time wages.

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

4.11 BONDING

The Employers and **UNION** agree that in their mutual interest that only contractors who are qualified, experienced and financially responsible shall engage in the contracting business within the area covered by this Agreement. Therefore, the **UNION** agrees it will not permit the Employees within its bargaining unit to work for any **EMPLOYER** who has not filed with the Local **UNION** 444 of the International Association of Bridge, Structural and Ornamental Iron Workers a bond of

\$20,000 for 1-10 employees

\$40,000 for 11-20 employees

and for each additional 10, +\$20,000.

Dollars to guarantee the payment of wages and contributions to welfare, pension and apprenticeship funds.

A current list of complying contractors shall be furnished to the Association.

Signed international agreement shall be accepted in lieu of individual bonds.

Also excepted from the above regulations shall be members in good standing of the official organizations negotiating and signatory to this Agreement.

4.12 WORKERS' COMPENSATION

Each contractor shall furnish proper certificates of insurance covering Workers' Compensation, showing said parties to be fully covered by said Workers' Compensation Insurance for the classification of Iron Worker

ARTICLE V

WORKING HOURS AND RATES

5.1 WORK HOURS

The standard workday shall consist of eight (8) hours of work scheduled between 6:00 a.m. and 4:30 p.m. with one-half (1/2) hour designated as an unpaid period for lunch at the designated time. Employees will be allowed sufficient walking time in order to be at the tool shed at the designated time, and they will not be required to leave the tool shed or change room until one-half (1/2) later. The standard work week shall be five (5) days of work, Monday through Friday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week. All employees shall start at the same time. Once a starting time is established it shall remain in effect the entire job. Any work before or after the established hours shall be at the premium time rate.

Employees will be allowed a morning break of fifteen (15) minutes with pay.

A minimum of fifteen (15) minutes before designated quitting time will be allowed for clean-up and pick-up of tools and materials with pay.

5.2 OVERTIME AND HOLIDAYS

Double time shall be paid for any and all work in excess of eight (8) hours on any regular workday and for all time worked on Saturday, Sunday and recognized holidays. No work shall be performed on Labor Day except to save life or property.

All overtime to be distributed equally by steward.

The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas. Any holiday which occurs on a Sunday shall be observed the following Monday.

If overtime is necessary and is estimated to run four (4) hours beyond the regular work period, one-half (1/2) hour is to be taken off before starting such overtime, to be paid for as a lunch period at double time rates. Upon completion of any four (4) hours overtime work period, if additional overtime work is required, another one-half (1/2) hour is to be taken off as a lunch period at double time rate before resuming such work. In case of an emergency if a man or men are required to work during their lunch period, they shall be paid at the rate of double time, and a lunch period will be provided.

When Iron Workers are required to work through their lunch period, or other overtime, the gang foreman will be included in such overtime work. (Foreman must be actively involved in the work.)

When an Employee is called out for emergency work he shall be allowed one-half (1/2) hour, with pay at the applicable rate to report on the job.