

AGREEMENT

between

**ILLINOIS VALLEY CONTRACTORS
ASSOCIATION**

and

**LOCAL 444
INTERNATIONAL ASSOCIATION OF
BRIDGE,
STRUCTURAL, ORNAMENTAL,
AND REINFORCING IRON WORKERS
AFL-CIO**

June 1, 2018- May 31, 2022

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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, 2018, by and between the Illinois Valley Contractors Association herein 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, 2018 to May 31, 2022. 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. Local 444 shall, after receiving the approval of the General Executive Board, notify, in writing, the Illinois Valley Contractors Association not less than (60) days in advance of any proposed new Agreement. 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 referred to as the Western Zone and is that area which extends from the LaSalle, IL county seat halfway to the Kankakee County seat EAST, and halfway to the nearest outside local union of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers to the South, West, and North. An exception is 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 of the various 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 are to and 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 parts 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, dumpers, elevators, vats, enameled tanks and vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage, and foundation work; all grating bucks, 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 enclosures, elevator cars, tracks, facias, aprons, operating devices, sash frames, fronts, lockers, racks, unistruct-type metals, book stacks, tables and shelving, metal furniture, seats, chutes, 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, cut-ting, bending, drilling, burning and welding, including by acety-lene, and electric machines; metal forms and false-work pertaining to concrete construction; sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators; 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 erect-ion of steel towers and the handling and fastening of the cables and guys for 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, in 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 distant point or 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 by hand 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 or 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.

ARTICLE IV

WAGE RATES AND NON-WAGE PAYMENTS

4.1 WAGE RATES:

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

	<u>June 1, 2018-2022</u>
Journeyman	\$41.75
Foreman:	
Foreman (plus one or two men) + \$1.00 minimum =	\$42.75
Foreman (plus 3 man) + 10% minimum =	\$45.93
General Foreman: + 20% minimum =	\$50.10 (40 hour guaranteed)

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

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.

Apprentices Starting as of June 1, 2018:

(A percentage of Journeyman rate)

First	700 - 1,000 hours ..no less than 60%
Second	700 - 1,000 hours...no less than 70%
Third	700 - 1,000 hours...no less than 75%
Fourth	700 - 1,000 hours...no less than 80%
Fifth	700 - 1,000 hours ..no less than 85%
Sixth	700 - 1,000 hours ..no less than 90%

4.2	NON WAGE PAYMENTS	<u>June 1, 2018</u>
	Tri-State Welfare Fund	\$11.81
	Mid-America Pension Fund	\$11.91
	Mid American Supplemental	
	Monthly Annuity fund (SMA).....	\$10.81
	Apprentice Training Fund	\$0.85
	Illinois Valley Industry Advancement Fund	\$0.20
	IMPACT	\$0.43
	Work Assessment (deduct from wage)	5% **
	Iron Workers Political Action League	\$0.08 **
	** These items are taxable.	

6-1-18 to 5-31-19 an additional \$1.53 increase to wages and/or benefits.

6-1-19 to 5-31-20 an additional \$1.60 increase to wages and/or benefits.

6-1-20 to 5-31-21 an additional \$1.75 increase to wages and/or benefits.

6-1-21 to 5-31-22 an additional \$1.75 increase to wages and or benefits.

The parties will notify the employers annually of the Wage distribution addendum.

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. Payments for Mid-America Pension, Supplemental Annuity Fund (SMA), Apprentice Training Fund, IV Industrial Advancement Fund and IV Labor Management Fund are to be sent in one check to:

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

Payments to the Welfare Fund should be sent to:

Iron Workers Tri-State Welfare Fund
PO Box 94498
Chicago, IL 60690

Send payments for Work Assessment and IMPACT in one check to:

Send payments for IPAL deductions in one check to {IPAL is to be on separate check}:

Iron Workers Local #444
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 payroll 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 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, 2018 each **EMPLOYER** shall contribute Twenty (\$.20) 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 (IVCIAT). In as much as the existence and utilization of the Industry Fund should result in increased construction and greater job opportunities the **UNION** agreed 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, 2018 the employer shall pay Eighty-Five (\$.85) 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 aforesaid 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, TRCA, and IMPACT

IPAL (Ironworkers Political Action League)

Illinois Valley Construction Industry Labor/Management Fund: Effective June 1, 2018, four (.06) cents for each hour worked to the Illinois Valley Construction Industry Advancement Fund, a Labor-Management Cooperative.

IMPACT: In addition to the per hour wage rate, the Employer shall contribute to the Ironworker Management Progressive Action 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 of the Ironworking Industry.

Each Outside and Regional Local Union shall pay an International Supplemental Per capita of three-eighths of one percent $\{3/8 \text{ of } 1\%$ of the applicable hourly journeymen wage rate for each hour worked per member per month to the international Ironworkers Organizing Fund. The Fund may be used to defray the cost of research, education, legal, administrative, and political support assist in organizing. The General Executive board shall provide rules and regulations governing the administration of the fund.

All agreements in the craft jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron workers Shall include mandatory participation language for the Ironworkers Management Progressive Action Cooperative Trust {IMPACT} to be paid at the rate of five-eighths of one percent $\{5/8 \text{ of } 1\%$ of the applicable hourly journeymen wage rate for each hour worked by Outside and Regional Local Unions. The General Executive Board shall not approve any agreement that does not include the above contributions to IMPACT. Local Unions which fail or refuse to comply with the provisions of this Section or that violate an agreement after approval of same by the General Executive Board will be subject to the forfeiture of their charter.

The amendments set forth above shall become effective January 1, 2017 in accordance with the action of the Convention Delegates at the 43rd International Convention.

No ratification vote is necessary or should be taken by the membership of any local union with respect to the action taken by the delegates amending the above quoted articles and sections of the International Constitution.

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 Contractors 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 or 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 a 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) ironworkers working under the supervision of one ironworker foreman. The tenth (10th) man shall be another foreman.

Foreman (plus 1 or 2 men) = + \$1 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 where 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 time caused the employees through no fault of their own shall be paid for by the **EMPLOYER** causing such delay, at the regular straight time wages.

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 it is to 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 agreements 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 Workers.

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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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, he or 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 ($\frac{1}{2}$) hour, with pay at the applicable rate, to report on the job.

An employee injured on the job shall receive a full day's wage if sent home under doctor's orders. Employer shall provide employee transportation. Wages are to be paid for only for the day of the injury.

5.3 SHIFT WORK (See 4.1 for additional premium pay, effective June 1, 2006)

(A) When Two (2) shifts are employed, each shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay at regular time; when Three (3) shifts are employed, seven (7) hours shall constitute a days' work for each shift for which a regular wage of eight (8) hours shall be paid or a proportionate part thereof for time worked. When multiple shifts are worked on Saturday, Sunday or recognized holidays, the following shall apply; when Two (2) shifts are employed, each shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay at double the straight time rate of wages. When Three (3) shifts are employed, each shift shall work seven (7) hours for eight (8) hours at double the straight time rate of wages or a proportionate part thereof for time worked. On all shift work performed on Saturday, Sunday or holidays, the overtime rate of double time shall start with the beginning of the first or "morning shift." Not more than One (1) shift shall be allowed on a job of less than Five (5) days duration except in cases of emergency, which shall be decided by the Union Executive Board. In localities where the workday is less than eight (8) hours per day, the hours on shift work shall be shortened proportionately.

(B) When Two (2) shifts are employed on any job, the second shift shall start not later than Five (5:00) o'clock p.m.

(C) When Three (3) shifts are employed, the third shift shall start not later than Twelve-thirty (12:30) o'clock a.m. On Two (2) and Three (3) shift jobs numbers of men shall be employed up to Ten (10) Journeymen and thereafter not less than Seventy-five per cent (75%) of the number employed on the first shift shall constitute the second and a like number of men shall constitute the third shift.

(D) One (1), Two (2), and Three (3) shift jobs, all hours worked between the hours of Twelve-o-one (12:01) a.m. Saturday and Twelve-o-one (12:01) a.m. Monday shall be paid at the rate of double time. Shift work shall continue until the end of the emergency. Emergency cannot stop on Friday evening and then start again on Monday.

(E) Two Eight (8) Hour Shifts: When two (2) shifts are employed, each shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay at regular straight time rate. Each shift shall remain on the site eight (8) hours. Overtime rate to be paid for all hours worked in excess of seven and one-half (7-1/2). 1st. shift 8:00 a.m. - 4:00 p.m.; 2nd. shift 4:00 p.m. - 12:00midnight.

(F) Three (3) Eight (8) Hour Shifts: When three (3) shifts are employed, each shift shall work seven (7) hours for eight (8) hours pay at regular straight time rate. Each shift shall remain on the site seven and one-half (7-1/2) hours. Over-time rate to be paid for all hours worked in excess of seven (7) hours. 1st. shift 12:00 midnight - 7:30 a.m.; 2nd. shift 7:30a.m. - 3:00 p.m.; 3rd. shift 3:00 p.m. - 10:30 p.m.

(G) Two Ten (10) Hour Shifts: When two (2) shifts are employed, each shift shall work nine and one-half (9-1/2) hours and shall remain on the site for ten (10) hours. They shall work seven and one-half (7-1/2) hours for eight (8) hours pay at regular straight time rate and work two (2) hours at double time rate for four (4) hours pay or a total of nine and one-half (9-1/2) hours worked for twelve (12) hours pay. 1st. shift 8:00 a.m. - 6:00 p.m.; 2nd. shift 6:00 p.m. - 4:00 a.m.

(H) Two twelve (12) Hour Shifts: When two (2) shifts are employed, each shift shall work eleven and one-half (11-1/2) hours and shall remain on the site for twelve (12) hours. They shall work seven and one-half (7-1/2) hours for eight (8) hours pay at regular straight time rate and work four (4) hours at double time rate for eight (8) hours pay or a total of eleven and one-half (11-1/2) hours worked for sixteen (16) hours pay. 1st. shift 8:00 a.m. - 8:00 p.m.; 2nd. shift 8:00 p.m. - 8:00 a.m. Each shift shall have a fifteen (15) minute break after working ten (10) hours without loss of pay.

(I) All of the shifts outlined in A, B, C, and D above are the normal shifts of five (5) days or more duration.

(J) On short shifts, less than five (5) days duration for which permission has not been granted by General Executive Board for a short shift pay basis, the following will apply; Double time will be paid for all hours worked between 4:30 p.m. and 8:00 a.m. and all hours worked on Saturdays, Sundays and recognized holidays. Each shift shall also have a fifteen (15) minute break after working ten (10) hours without loss of pay. All overtime shall be divided as equally as possible among all employees on each shift.

5.4 OTHER PAY RATES

When an employee is ordered by the **EMPLOYER** or his representative to report for work, and then, through no fault of the Employee, he is not put to work, he shall be paid two (2) hours show-up time, provided that the Employee remains on the job the said job two (2) hours. On Saturdays, Sundays, and holiday, all show up time will be at the premium rate.

Employees ordered not to report to work, by any form except for a layoff, will still be entitled to two (2) hours show up time if he shows up on the job and stays for two (2) hours at the prevailing wage. OVERTIME IS PREMIUM TIME.

If the Employer elects to start work before the end of the first two (2) hour period the Employee shall be paid for four (4) hours of work.

If an Employee performs any work after he has been on the job for four (4) hours, he shall be paid for a full eight (8) hours.

PREMIUM DAY SHIFT ONLY

Saturdays, Sundays, and holidays, all show up time will be at the premium rate. If the Employer elects to start work before the end of the first two hour period the

employee shall be paid for four (4) hours of work at the premium rate. If the employee works beyond the four hours they shall be paid for the actual time worked at the premium rate.

When an Employee is called to work after 12:00 noon for work in the afternoon he shall be paid for four (4) hours of work.

Employees who are directed by the employer to work in extreme heat requiring protective clothing when working on furnaces, shall receive double (2) their regular hourly rate of pay.

If the Employer should require additional tests or screening beyond the acceptable IMPACT program requirements, that Employee shall be paid for the time required to comply with those fit for employment standards. In no instance will the Employee be required to cover a fee or an out of pocket expense to comply with an employers required condition of employment.

ARTICLE VI

WORKING CONDITIONS

6.1 SAFETY PROVISIONS: 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.

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.

The Occupational Health and Safety Act (O.S.H.A.), including but not limited to Part 29 CFR 1926/1910 of the U. S. Department of Labor shall be adhered to by the employer. If the following provisions are more stringent or cover areas not covered in the O.S.H.A. Regulations, then the following additional provisions shall apply:

(A) Planking Floors

Working floors upon which derricks set must be covered tight with suitable planking over entire floor except where openings are left for ladders. No more than two (2) floors, or a maximum of twenty-five (25) feet beneath each riveting scaffold shall remain open or uncovered, and all such floors shall be planked and within a minimum radius of ten (10) feet.

(B) Stiffening and Supporting Working Load Points

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

(C) Riding the load and load falls

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

(D) Slings

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

(E) Protection of Signal Devices

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

(F) Elevator Shaft Protection

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

(G) Welders and Burners

A tender shall be required for each Iron Worker welder or burner. The tender is to be a journeyman Iron Worker welder.

(H) When welding or burning galvanized iron, the contractor will provide the necessary safety precautions.

(I) When an iron worker performs the work that necessitates the need for a fire watch, the firewatch is to be a journeyman iron worker.

(J) Fire protective clothing shall be made available for welders and burners use when at the discretion of the superintendent, foreman, and steward, they are necessary for welders safety and protection.

(K) Safety man on all guy and stiffleg derricks regardless of what craft erected same (includes Chicago boom, basket pole derrick, side boom, portable guy derrick.

(L) When structural erection and repair work is performed over water, a power boat equipped with Life Saving Equipment will be manned by an Iron Worker, unless other trades are working and the boat, equipment and man are furnished by the owner or general contractor. The boat shall be in the water during all hours worked.

(M) When ambulance service and/or a nurse service is available on the job site, such service will be available to any Iron Worker injured while working on the project.

(N) After receiving emergency treatment, an employee shall have his choice of Doctor and/or Hospital, in accordance with the Worker's Compensation Law of the State of Illinois.

(O) Employees injured on the job and working shall be allowed to visit the company Doctor, as required, on company time without loss of time.

(P) Employer shall furnish all safety equipment. Among the items are:

1. Safety glasses, except prescription (prescription glasses shall be replaced if damaged through no fault of the employee).
2. Goggles.
3. All types of protective shields. When in the interest of safety it is prudent to wear safety glasses in the course of an employee's work, the Employer shall provide and the men shall wear such safety glasses, except prescription safety glasses.

6.2 DRINKING WATER

The Employer shall furnish suitable drinking water, with ice in the summer, at all times.

6.3 CLOTHES ROOM

Each job of sufficient size and length to justify same shall be provided with a shed or room for the Employees to change their clothes and keep their tools.

Employers shall be required to pay a maximum of three hundred (\$300) dollars per employee to replace clothing and equipment when same is damaged by fire or other damage, so long as said clothing and equipment is in the shed or tool box provided by the company.

The Employer will furnish heated toilets with hot and cold running water washing facilities on all jobs employing fifteen (15) or more men.

6.4 TOOLS

Employer must furnish all tools to employees to properly carry out work assignments.

When tools are to be checked in or out, it shall be done during working hours.

Employees employed on ornamental work shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the Employer, such as drills, taps, hacksaw blades, etc.

No employee shall be held responsible for the loss of tools or equipment in his charge.

6.5 TRANSPORTATION

At a plant or project location where private transportation is not permitted, the employer shall furnish transportation that provides shelter from inclement weather from the gate to the trailer and back to the gate when said distance is one-fourth (1/4) mile or more.

6.6 TRAVELING EMPLOYEE

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 if it requires less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular rate for such time, or such Employees shall be shipped back to the shipping point with time and transportation paid for by the Employer.

6.7 CREW SIZE ON STEEL ERECTION

(A) No less than six (6) men and a foreman will be employed around any guy or stiffleg derrick.

(B) No less than three (3) men and a foreman will be employed to operate a Sasgen derrick.

(C) No less than four (4) men and a foreman will be employed with a mobile or power-operated rig.

The number of men to be used with a mobile or power-operated rig on work other than steel erection will be decided by the **EMPLOYER** and the **UNION**.

(D) Riveting gangs shall be composed of not less than four (4) men 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. When three (3) or more riveting gangs are employed on any job, a foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the foreman to temporarily fill in the gang.

(E) Minimum crew sizes for certain Ironworkers job tasks. The following will require not less than two (2) ironworkers and an ironworker foreman:

1. The transporting of structural steel, with a boom truck, fork truck, straddle buggy, side boom CAT, and machinery under 5 tons.
2. The setting of a made up reinforced columns and beams.
3. The setting of made up reinforcing rod mats and caisson baskets (these can be set with two (2) ironworkers if no other ironworker is employed on the job).

6.8 APPRENTICE RATIO

1. One (1) apprentice to four (4) journeymen on the project.
2. On ornamental work which is normally performed by two (2) iron workers, one (1) may be an apprentice.
3. The ratio of apprentices to journeymen may be adjusted higher by approval of the General Executive Board.

6.9 SUBCONTRACTORS

(A) In the event the **EMPLOYER** subcontracts out any work covered by this Agreement, such subcontractors shall become signatory to this Agreement for such projects.

(B) It is understood that there may be instances when competent, **UNION** subcontractors may not be available for certain specialty subcontracts. In such instances, the **EMPLOYER** will notify the **UNION** prior to the bid, and the **UNION** will endeavor to locate a competent **UNION** subcontractors to bid for the work. If the **EMPLOYER** and the **UNION** are unable to locate competent subcontractors, it is understood and agreed that the **EMPLOYER** will be relieved of (A) above for such specialty sub-contracts.

6.10 UNIFORMITY OF CONDITIONS BY UNION

The **UNION** agrees that if during the life of this Agreement it enters into any kind of agreement with an individual employer or group of employers which shall establish or cause terms or conditions more favorable to any employer than are expressed in this Agreement, or rates less than those established by negotiation between the **UNION** and **ASSOCIATION**, then such more favorable terms or conditions, or lower rates, shall, at the election of the **ASSOCIATION**, be applicable hereunder. This paragraph shall not apply to the terms and conditions of any national, international, or maintenance agreement.

6.11 UNIFORMITY OF CONDITIONS BY EMPLOYER

It is agreed that no Employer shall employ an Employee subject to this Agreement for less than the rates established by negotiation between the **UNION** and **ASSOCIATION**, nor under any terms and conditions less favorable to such Employee than are expressed in this Agreement.

ARTICLE VII

SUPERVISION

7.1 MANAGEMENT RIGHTS

The **UNION** understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job within the Local **UNION'S** geographical jurisdiction, in determining the need and number as well as the competent person who will act as foreman, in requiring all Employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all Employees to observe all safety regulations, and in discharging Employees for proper cause.

The **EMPLOYER** reserves the right to assign work, or to subcontract. The above provisions are agreed to be within management's control and are not subject to Article 10.2, Arbitration.

7.2 REPORTING JOB ACCIDENTS

The foreman in charge of the work shall report immediately to the **UNION** and to the **EMPLOYER** any accident which may occur or, in the absence of a foreman, the journeyman in charge of the work shall do so.

ARTICLE VIII

BUSINESS REPRESENTATIVE

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

ARTICLE IX

JOB STEWARD

There shall be a steward on each job who shall be appointed by the Business Representative. 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 Representative, who shall report same to the proper officer of the **UNION** so that efforts can be made to adjust any matter without a stoppage of work. He shall see that the provisions of this Agreement are complied with and report to the **UNION** the true conditions and facts. The steward shall accompany injured workers to their homes or to a hospital as the case may require, without any loss of time and report the injury to the proper officers of the **UNION**. A steward failing his duties shall be subject to censure by his union and also subject to a penalty upon conviction on charges provided for in the International Constitution. The Employer agrees that the job steward will not be discharged until after proper notification has been given to the **UNION**, and further, when employees are laid off the job steward will be the last man laid off providing he is capable of performing the work in question.

If any member of this International is suspected of any infraction of these working rules regarding the hourly wage paid him, he will be required to produce his payroll check for inspection, to be checked by the Chief Steward or Business Agent.

There will be a walking steward for each contractor employing fifteen (15) men or more on each job or project.

Employees will have the right to register complaints, submit grievances and to testify without jeopardizing themselves in any manner.

The Business Agent and the Employer will give the steward full protection from discrimination on the job while fulfilling the requirements of stewards.

ARTICLE X

UNION SECURITY

All Employees who are members of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers (**UNION**) on the effective 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 Employees shall be required to become and remain members of the **UNION** in good standing as a condition of employment after the seventh (7th) day following the dates of their employment.

Location Information

Local 444 International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers, AFL-CIO

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Website: www.ivcontractors.org

ARTICLE XI

CONTRACT INTERPRETATION

11.1 SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently-enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such validation the parties signatory hereto agree to immediately meet to renegotiated such part or provision affected. The remaining parts of provisions shall remain in full force and effect.

11.2 SETTLEMENT OF DISPUTES

Any difference of opinion concerning the interpretation or application of this Agreement shall be designated a "grievance" and shall be resolved, if possible, between a representative of the individual **EMPLOYER** and Business Agent of the **UNION**.

Failing in agreement, the matter may be referred in writing by either party of this Agreement or by the grievant to a Joint Arbitration Board called the Three Rivers Construction Alliance Joint Arbitration Board (JAB). The JAB will consist of an equal number of members representing the Employers and the Union, but no less than three (3) from each group. Alternates may also be appointed. The Joint committee shall formulate a written rules of procedure to govern the conduct of its proceedings in a timely manner to satisfy all parties involved.

No employer shall sit on a panel of the JAB which is hearing or considering a grievance or dispute arising from his own operations.

No local union shall sit on a panel of the JAB which is hearing or considering a grievance or dispute arising from a job over which such Local Union has geographical jurisdiction.

When the JAB, by a majority vote, decides a dispute or grievance, such decision shall be final and binding on all parties. In the event of a deadlock, a seventh neutral person, mutually agree upon by both Management, and Labor Committee shall be used to cast the deciding vote to break the deadlock. This decision shall be final and binding.

It is mutually agreed that there shall be no strikes authorized by the **UNION** or no lockouts authorized by the **EMPLOYER**, except for the refusal of either party to submit to arbitration, or failure on the part of either party to carry out the award of the Board of Arbitration. In the event of non payment of wages and fringes by the **EMPLOYER**, the **UNION** may strike.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation.

11.3 PROTECTION OF UNION PRINCIPLES

This Agreement does not deny the right of the **UNION** or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the **UNION** or its proper representatives decide to do so. However, no removal shall take place until notice is first given to the Employer involved. When such removal takes place, the **UNION** or its representatives shall direct the members on such job to carefully put away all tools, equipment, or any other property of the Employer in a safe manner or return them to the shop of the Employer if so directed by him.

11.4 PICKETING--NO PENALTY

It shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line of any affiliated **UNION** which has been authorized by the International of that **UNION**, the Central Labor Council or Building and Construction Trades Council.

11.5 PRE-JOB CONFERENCE

If the **UNION** or **EMPLOYER** requests a pre-job conference before the job or during the job the other party would have to reply, within five (5) days notice. At the pre-job conference the **EMPLOYER** shall advise the **UNION** of its requirements as to the workmen required in the respective classifications. The probable starting date, duration of the job, and the working schedules or any other conditions that might arise on said job will be discussed.

11.6 WORKING AGREEMENT

All contractors shall be required to sign working agreement before a job starts.

A joint committee comprised of members of the Iron Workers Local Union No. 444 and the IVCA will meet to review the situation of subcontractors not paying wages and benefits. The contract can be reopened just for this item.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed this 1st day of June 2018

Illinois Valley Contractors Association:


Daniel F. Aussem, Executive Director

Iron Workers Local #444:


Michael Sinchak, President


Kevin Hray, Financial Sec-Treasurer, BA