

AGREEMENT

BETWEEN

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AND

IRON WORKERS LOCAL #112

COVERING

HIGHWAY AND HEAVY CONSTRUCTION

IN

DISTRICT #3 (PARTS OF WOODFORD, MCLEAN, AND MARSHALL)

**DISTRICT #4 (PEORIA & TAZEVELL COUNTIES & PARTS OF STARK,
KNOX & FULTON)**

DISTRICT #6 (NORTHERN PARTS OF LOGAN AND MASON)

EFFECTIVE: May 1, 2019

EXPIRES: April 30, 2022

IRON WORKERS LOCAL #112

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PREAMBLE

This Agreement is made and entered into on May 1, 2019, between **THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS** (hereinafter referred to as the ASSOCIATION) for and on behalf of contractors who have so authorized (hereinafter referred to as the EMPLOYER) and **Local Union #112** of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers (hereinafter referred to as the UNION).

The purpose of this contract is to arrive at a mutual understanding between the signatory Employers and the Union regarding hours of work, working conditions, minimum wage scale, overtime pay; to stabilize employment and improve working conditions, promote safety and the welfare of the employee, economy of operation, elimination of waste, quality of service and the protection of property; to establish a procedure for the peaceful adjudication of disputes and grievances and to set up the method by which these results are to be attained.

This Agreement constitutes the sole and complete agreement between both parties hereto, there is no other. This Agreement contains all the provisions agreed upon by the UNION and the ASSOCIATION. Neither the UNION nor the EMPLOYER will be bound by Rules, Regulations or Agreements not herein contained.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form and wherever any words are used in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply. The headings of the sections are for reference only and do not limit, expand or otherwise affect the contents.

ARTICLE 1 SCOPE OF AGREEMENT

A. Work Covered. Highway and Heavy Construction including all work involved in the construction of streets, alleys, highways, railroad work, airport runways, bridges, wind farms, gutters, fences, guard rails, signs, slope walls, retaining walls, boat slips, ramps, dikes, dams, locks, cofferdams, culverts (concrete, metal and precast), and underground electric or telephone systems. This does not include any disposal or treatment plants, water filtration plants, pumping stations, sewage lift stations, or any structure for shelter, protection, comfort or convenience.

B. Territory Covered. The territory covered by this Agreement shall be the territorial jurisdiction of Local Union #112 which extends halfway to the nearest outside local union of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers. The area includes FULTON (all but SW corner), KNOX (SE), LOGAN (N), MARSHALL (SW), MASON (N), MCLEAN (W), PEORIA, STARK (all but upper north), TAZEWELL and WOODFORD Counties.

C. Other Agreements. It is further agreed that for contractors bound to this Agreement, this Agreement shall prevail over all other agreements covering the same work.

ARTICLE 2 CRAFT JURISDICTION

- A. It is agreed the following work is recognized as work coming under the jurisdiction of Ironworkers Local #112. It shall cover and include but not limited to the unloading, handling, fabrication, refabrication, erection, dismantling of structural, ornamental, reinforcing steel and metals, and plastic materials and it is understood and agreed this International Association claims for its members the fabrication, production, sorting, distributing, handling, erection and construction of all iron, steel, ornamental lead, bronze, brass copper, aluminum, vinyl all ferrous and nonferrous metals; all precast, pre-stressed, preassembled masonry panels and post-stressed concrete structures, agitators and similar types used to seal metal to metal surfaces; aprons, aqueducts, awnings, bar joints, permanent batch plants not connected with highway work, blast furnaces, book stacks, boilers (sectional water tube and tubular), boxes, brackets, bridges, all bucks, bulkheads, bumpers, bunkers, cableways, caissons, canopies, caps, car dumps, cast tiling, chutes, clips, cofferdams, concentrators, concrete reinforcing including field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning welding and tying except loading and unloading by hand and carrying to a centralized point adjacent to or onto the job site on which such concrete reinforcing is to be used; all types of conveyors, coolers, coping, corbels, corrugated sheets, all types of cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal), roof decking (such as "cofar" and similar types materials, as well as Trusdeck Mahon "M" decks and other dual purpose type roof deck) derricks, decks, deck levelers, domes, all doors, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, fascias, false work, fans, fencing, fire escapes, fins, flag poles, flagging on cranes, floor construction and flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, all grating, grillage and foundation work, grill work, all guards, hangars, handling ceilings, hoppers, hot rooms, all embedded metals, inclines, iron doors, jail and cell work, joints (precast, pre-stressed and post-stressed), kalomeined doors, kilns, lintels, life boats (manning of), lockers, locks, louvres, all type machinery (moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope, marquees, materials altered in field such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows, and enclosures, mixers, monorails, multiplates, operating devices, operation of gas driven welders and generators, all types ovens, pans, paint booths, panels (insulated and non-insulated, factory and field assembled), pen stocks, manning pickup trucks (for transporting personnel, tools and drinking water), pile drivers, plates porcelain enameled panels, post-tensioning including unloading, hoisting, placing of cables, pumping of grease and grout and operation of stressing jacks, prefabricated metal building, pulverizers, racks, all rails, railing (including pipe), railroad bridgework and maintenance, reservoirs, all type rigging (including shipyards, navy yards, vessels and government departments), roof, rolling shutters, safe deposit boxes, safes, sash scaffolding all scales, seat, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs,

skip hoists skylights, smoke conveyors, spandrels (metal and precast concrete), spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtain, all stairways, steel and precast concrete, stokers, storage rooms, stoves, subway, sun shades, tables, towers including four, six and eight post material and personnel hoists, material buck hoists and rack and pinion personnel, hoists, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe, and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, washing machines and washers, window wall, wire work, all types wire partitions, wrecking and dismantling of all the above and all housesmith work and submarine diving in connection with or about the same.

- B. The above claims are subject to documented trade agreements, decisions of the National Joint Board of Settlement of Jurisdictional disputes, area and trade practice.
- C. The EMPLOYER agrees to recognize the territorial and occupational jurisdiction of the Ironworkers Union to the extent that it shall not use for the performance of such work at the job site, any person, company, or concern that does not observe the same wages, fringe benefits, hours and conditions of employment as enjoyed by the employees covered by this Agreement.
- D. It is understood and agreed that any and all jurisdictional and/or work assignment disputes shall be handled in accordance with the following procedure:

The individual EMPLOYER and the respective UNION representatives shall attempt to settle the matter.

If no settlement is reached, the individual EMPLOYER and the International Representatives of the respective UNIONS shall attempt to settle the matter.

In attempting to arrive at a settlement, the individual EMPLOYER and the UNIONS shall be governed by decisions and agreements of record as set out in the green book, by agreements between the International Unions involved.

There shall be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.

The parties hereto understand and agree that time is of the essence in processing and handling jurisdictional and/or work assignment disputes and that same will be handled and processed as expeditiously as possible:

Assignments of work shall only be made by the EMPLOYER.

ARTICLE 3 UNION SECURITY

All employees who are members of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers on the effective date of this Agreement shall be required to remain members of the association in good standing as a condition of

employment from and after the eighth (8th) day following the dates of their employment, or the effective date of this Agreement, whichever is later.

ARTICLE 4 WORK HOURS PER DAY

- A. In order to take advantage of daylight hours, weather conditions, shift, or traffic conditions, the EMPLOYER, if agreeable among the crafts involved, may elect to work eight (8) consecutive hours between the hours of 6:00 a.m. and 4:30 p.m. with a one-half (½) hour unpaid lunch period between the fourth and fifth hour after starting time. Notice of a change in starting time must be given forty-eight (48) hours in advance and all employees of the Employer on the job site shall have the same starting time, except when other arrangements are mutually agreed to between the employer and the business manager.

All time worked before the established starting time and after quitting time shall be overtime and shall be paid for at the overtime rate provided for in this Agreement. Further, if an employee worked during the established lunch period, (s)he shall be paid at the overtime rate provided for in this Agreement.

- B. Employees who are required to work in excess of ten and one-half (10½) hours will be allowed an additional dinner period with pay.
- C. By mutual agreement between the UNION and the EMPLOYER, a work week consisting of four (4) ten (10) hour days may be utilized on a project.

- (1) The work day shall consist of ten (10) hours worked between the hours of seven o'clock (7:00) a.m. and five-thirty (5:30) p.m., including lunch. The starting time may be changed by mutual agreement.
- (2) The work week shall consist of four (4) ten (10) hour days commencing Monday and ending Thursday.
- (3) All hours worked in excess of ten (10) hours per day, Monday through Thursday, shall be paid at the rate of time and one-half (1½) the regular rate of pay. In the event any other craft is receiving overtime rate of pay, the Ironworkers will also receive the appropriate rate of overtime pay.
- (4) In the event that weather conditions or other acceptable conditions to the UNION, prevent work from being performed on a regular workday, then Friday shall be considered a regular workday (minimum of 8 hour schedule) at the straight time rate of pay only to attain forty (40) hours per week. All other hours after forty (40) will be paid at time and one-half (1½). Any work performed on Saturday will be paid at the time and one-half (1½) rate of pay.
- (5) In the event that the regular four (4) ten (10) hour days are worked and any EMPLOYER wants to work Friday, then all hours worked on Friday shall be paid at the rate of one and one-half (1½) the regular rate of pay.

- (6) Sundays and holidays shall be paid at the double time rate of pay.
- (7) The Employer shall provide the Union with the starting date and the approximate conclusion date.
- (8) When employees are required to work in excess of eleven (11) hours per day, they shall receive an additional lunch period.

ARTICLE 5 REPORTING TIME

- A. All employees who report for work shall receive two (2) hours pay, weather permitting. If the employee starts to work (s)he shall receive two (2) hours pay as such. (S)he must remain on the job to collect two (2) hours pay.
- A-1. If the employee works past a two (2) hour period, (s)he shall receive four (4) hours pay as such. (S)he must remain on the job to collect four (4) hours pay.
- A-2. If the employee works past a four (4) hour period, (s)he shall receive eight (8) hours pay as such. (S)he must remain on the job to collect eight (8) hours pay.
- B. On the first day an employee is called out on the job, and through no fault of the employee does not work four (4) hours, (s)he shall receive four (4) hours pay weather permitting.
- C. The EMPLOYERS may require employees to wait on the job during a rain in order to continue working after the rain stops. All such waiting time will be paid for.

ARTICLE 6 SHIFT WORK

When two (2) or three (3) shifts are scheduled, the first shift shall work eight (8) hours for eight (8) hours pay; the second shift will work seven and one-half (7½) hours for eight (8) hours pay; and the third shift will work seven (7) hours for eight (8) hours pay. On Saturday, Sunday and holiday shifts the appropriate premium time will apply.

On all shift work performed on Saturday the overtime rate of time and one-half (1½) shall start with the beginning of the first or "morning" shift. On all shift work performed on Sunday or holidays the overtime rate of double time shall start with the beginning of the first "morning" shift. Not more than one (1) shift shall be allowed on a job of less than three (3) days duration except in case of an emergency, which shall be decided by the General Executive Board. In localities where the work day is less than eight (8) hours per day, the hours on shift work shall be shortened proportionately.

SPECIAL SHIFT: With prior notification by the EMPLOYER to the Business Manager, if a special shift is required by an owner and if the EMPLOYER is required to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30)

minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employers request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the EMPLOYER.

ARTICLE 7 OVERTIME AND HOLIDAYS

A. Time and one-half (1½) shall be paid for all and any work in excess of eight (8) hours of any regular work day and for all time worked on Saturday. Double time shall be paid for all time worked on Sundays and recognized holidays. No work shall be performed on Labor Day except to save life or property.

B. The following holidays shall be observed:

New Year's Day	Day after Thanksgiving Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Any holiday which occurs on a Sunday shall be observed the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date.

C. It is agreed that a contractor cannot shut down a job the day before, and/or the day after a holiday that occurs on a normal day unless it is agreed upon by the majority of all employees working on the job.

ARTICLE 8 WAGE RATES

The following increases are to be distributed as indicated below:

Effective:	5-1-19	5-1-20	5-1-21
Journeyman	\$1.76	\$1.76	\$1.81

*Subject to right of UNION to increase benefit payments made into Welfare Plan, Pension Plan, Apprenticeship Fund or Dues Assessment in accordance with Article 9, Paragraph H.

Foreman:	\$2.00 above journeyman scale.
General Foreman:	\$3.75 above journeyman scale.

Apprentice Rate:	First 1000 hours	60%
	Second 1000 hours	70%
	Third 1000 hours	75%
	Fourth 1000 hours	80%
	Fifth 1000 hours	85%
	Sixth 1000 hours	90%

ARTICLE 9
WELFARE, PENSION, APPRENTICE, DUES ASSESSMENT, AND AGCI INDUSTRY
ADVANCEMENT FUND (IAF)

- A. Welfare Fund. Employers agree to pay the amount listed in the attached Addendum A per hour for each hour worked to a Welfare Fund.

It is understood and agreed that the Agreement and Declaration of Trust of the Ironworkers Tri-State Welfare Plan, together with any amendments thereto, shall be considered a part of this Agreement as though set forth in its entirety.

- B. Pension Fund. Employers agree to pay the amount listed in the attached Addendum A, per hour, for each hour worked to the Pension Fund..

It is understood and agreed that the Agreement and Declaration of Trust of the Ironworkers Mid-America Pension Plan, together with any amendments thereto, shall be considered a part of this Agreement as though set forth in its entirety.

Supplemental Monthly Annuity (SMA) Fund. EMPLOYER agrees to pay the amount listed in the attached Addendum A, per hour, for each hour worked to the SMA Fund. It is understood and agreed that the Agreement and Declaration of Trust of the Ironworkers Mid-America Supplemental Monthly Annuity (SMA) Fund, together with any amendments thereto, shall be considered a part of this Agreement as though set forth in its entirety.

- C. Joint Apprenticeship Program. The EMPLOYER agrees to accept the terms and conditions of the Trust Agreement establishing the Joint Apprenticeship Programs as set forth in the Apprenticeship Training Standard for Ironworkers Local #112. The rate of contributions paid by the EMPLOYER shall be as set forth in Addendum A.

1. One (1) apprentice to four (4) journey on the project.
2. On ornamental work which is normally performed by two (2) Ironworkers, one (1) May be an apprentice.
3. The ratio of apprentices to journeymen may be adjusted higher by approval of the Business Manager.

- D. Dues Assessment. All EMPLOYERS agree to deduct a Dues Assessment as levied by the UNION in accordance with its constitution and by-laws, from the weekly pay of each employee who executes or has executed "Authorization for Check-off" form as provided by the UNION by the amount as set forth in Addendum A.

- E. All amounts in the above paragraphs deducted for a particular month shall be forwarded by the EMPLOYER, not later than the fifteenth (15th) day of the following month, to the appropriate office of the local union. Accompanying each monthly payment shall be a form furnished by the UNION.

- F. It is agreed that if monthly payments are not received in the office of LOCAL 112 by the 15th of the following month, the UNION shall have the right, 72 hours after legal written notice from the UNION has been received by the offending EMPLOYER, to withhold employees from the EMPLOYER until those monies are paid.

- G. All contributions shall be made at such time and in such manner as the Trustees of the Fund shall required. If an EMPLOYER fails to make contributions to the Fund within the period required by the Trustees of the Fund that EMPLOYER shall be liable for all reasonable cost for collecting the payments due, together with any reasonable attorney's fees and reasonable damages assessed by the Trustees of the Fund.
- H. The Local Union may distribute any part of the negotiated wage increase into existing negotiated Funds, provided such increase is requested and AGC of Illinois is notified at least thirty (30) days prior to its effective date on each anniversary of this Agreement. Changes in contribution amounts to any of the Funds listed in this Addendum A shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. When the UNION notifies AGC of Illinois of its request, whereupon an addendum in writing describing such change(s) shall be incorporated in the Agreement.
- I. The UNION may, if it has had to withhold men from an EMPLOYER for, non-payment of benefit monies under the procedure outlined in paragraph F above, or if the EMPLOYER has not been a member of the ASSOCIATION for a period of six (6) months prior to hiring employees under this Agreement demand a payment bond from that EMPLOYER. The bond may be in the form of a surety bond, an irrevocable letter of credit, or a cash bond posted with the UNION. The amount of the bond shall depend upon the number of workers employed by the EMPLOYER.
1. For one or two Ironworkers, the bond shall be \$10,000.00.
 2. For three to five Ironworkers, the bond shall be \$20,000.00.
 3. For six to twenty-four Ironworkers, the bond shall be \$50,000.00.
 4. For twenty-five or more Ironworkers, the bond shall be \$75,000.00.

Should any EMPLOYER who is properly bonded desire to employ more Ironworkers, the EMPLOYER shall increase the amount of its bond to cover such additional employees prior to the commencement of work. The bond shall remain in effect until sixty (60) days after the employee's work is completed.

- J. If, for any reason, any benefit to which the EMPLOYER contributes any amount should terminate, the amount per hour so terminated shall become a part of the hourly wages. EMPLOYER payments into fringe funds shall continue for so long as such funds comply with applicable law and retain "tax qualified" status with the IRS.
- K. IMPACT. In addition to the per-hour wage rate, the Employer shall contribute three-quarters of one percent ($\frac{3}{4}$ of 1%) of the applicable hourly journeyman wage rate for each hour worked to Ironworkers 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. Tax-exempt status determination was rendered under the initial name of the trust, which was the Employers Responsive Educational Cooperation Trust of North America. The general purposes of the trust include the improvement and development of the union ironworking 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.

L. AGCI Industry Advancement Fund (IAF).

~~1.~~ The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of ~~three~~ **twenty** cents (~~\$0.03~~ **\$0.20**) per hour worked for all hours paid at straight time or overtime to each employee working under this Agreement **for the duration of this Agreement.**

~~2.~~ The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.

~~3.~~ The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for **the advancement of Heavy/Highway and Utility construction in the state of Illinois.**

~~4.~~ Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.

~~5.~~ The EMPLOYER and the Union agree that any action, including the filing of a lawsuit, by the Association to enforce this Article is not subject to any of the grievance/arbitration provisions of this agreement. If the Association files a lawsuit against an EMPLOYER to collect delinquent contributions under this Article, the EMPLOYER agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and cost.

ARTICLE 10 PAYDAY

A. The regular pay day shall be once a week on Friday or on another day with mutual agreement of the Business Manager. Wages shall be paid before quitting time and are to be paid in cash or other legal tender.

B. No more than three (3) days pay is to be withheld from employee's check.

C. On Special or 2 shift operations, provided the EMPLOYER has had an office in Local 112's jurisdiction for two (2) years, employees who are laid off shall be paid by 11:00 a.m. on the job site the next regular work day or, the Employer may mail the final payroll check to the employee's home address. Checks must be mailed and postmarked within 24 hours excluding holidays and weekends. In the event an employee is not paid within the time specified herein, waiting time at the straight time rate shall be charged until payment is made. Waiting time shall not exceed eight (8) hours in anyone twenty-four (24) hour period.

- D. When employees are laid off or discharged, they shall be paid in full in cash or other legal tender on the job immediately. However, if overtime is worked on the day of layoff, overtime hours worked that day may be mailed to employee's home address on the following work day. 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.
- E. 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, not to exceed eight (8) hours per day.
- F. 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.

**ARTICLE 11
PRE-JOB CONFERENCE**

On all projects the Contractor and the Union agree there will be a pre-job conference if either party so requests.

**ARTICLE 12
HIRING & LAYOFF**

- A. Employees to be notified of layoff no later than one-half (½) hour before quitting time, but shall continue working until quitting time.
- B. Referral Procedure. In order that the EMPLOYER shall have a competent working force and to promote efficiency and safety of operation, the EMPLOYER and UNION agree that:
 - 1. The UNION shall maintain a list of persons available for referral. The UNION will not discriminate either in the maintenance of its list or referral for employment against any person because of race, color, religion, sex, age, national origin, disabilities, Vietnam-era veteran, disabled veteran or any other characteristic protected by law, or membership or non-membership in the UNION. Persons seeking referral must fill out applications at the Union Hall at reasonable times and conditions set by the UNION and posted at the UNION hall.
 - 2. The EMPLOYER shall request the UNION to refer applicants as required and shall not in any manner circumvent the UNION in recruiting applicants. The EMPLOYER reserves and shall have the right to accept or reject, employ or not to employ any applicant referred by the UNION. No supervisor of the EMPLOYER who holds UNION membership shall be bound in the performance of his duty to the EMPLOYER by any obligations of UNION rules, by-laws or membership.

3. The UNION shall maintain a list of applicants for referral established on the basis of the group listed below. Each applicant for referral shall be registered in the highest priority group for which (s) he is qualified.

Group 1. All applicants for referral who have worked in the territorial jurisdiction and job classifications of this Agreement with a period of service in the unit covered by five (5) years or more prior to the effective date of this Agreement.

Group 2. All applicants for referral who have worked at the trade in the job classifications set out in this Agreement for more than five (5) years prior to the effective date of this Agreement regardless of territorial jurisdiction of service in the unit.

Group 3. All applicants for referral who have worked in the territorial jurisdiction and job classifications of this Agreement with a period of service in the unit covered for less than five (5) years prior to the effective date of this Agreement.

4. The UNION undertakes no obligation to search for, or by any means locate an applicant on the current referral list who is not physically present in the UNION hall when referrals are made pursuant to a request of the EMPLOYER.
5. When a request for referral has been made by an EMPLOYER, the Business Agent of the UNION shall refer applicants present in the UNION hall by first referring applicants in Group 1 in the order of their places on the out-of-work list, and then referring applicants in the same manner successively from Group 2, then Group 3. An applicant who is rejected by the EMPLOYER shall be returned to his appropriate place within his group.
6. The EMPLOYER has the right to request by name any applicants on the referral list in Group 1, and such applicants shall be referred out if then on the out-of-work list. By mutual agreement between the EMPLOYER and the UNION any or all referral provisions contained herein may be waived on any particular project or job.
7. The provisions of this Article shall be posted by the UNION at its UNION hall where notices to applicants for referral are posted.

- C. The EMPLOYER agrees to notify the Local UNION office prior to 3:00 p.m. the day preceding of new manpower requirements. If such request is made by 3:00 p.m. the employees shall be on the job ready to work at starting time. Where the UNION is unable to furnish qualified referrals within twenty-four (24) hours of request by the EMPLOYER (excluding Saturdays and Sundays) then the EMPLOYER shall be free to hire qualified help from any source. The EMPLOYER will, however, notify the UNION of the names of all persons so hired within forty-eight (48) hours thereof.

**ARTICLE 13
FOREPERSON**

- A. Signatory contractors shall be permitted to transfer in one key Foreperson or General Foreperson per project.
- B. When one (1) employee is employed and is required to read blueprints, (s)he shall receive Foreperson's wages. When two (2) or more employees are employed, one shall be selected by the EMPLOYER to act as Foreperson and receive Foreperson's wages. The Foreperson is the only representative of the EMPLOYER who shall issue instructions to the workmen.
- C. The EMPLOYER may employ on one piece of work as many Foreperson or pushers as in his judgment is necessary for the safe, expeditious and economical handling of the same.
- D. There shall be a non-working General Foreperson on each project employing fifteen (15) or more employees. The General Foreperson shall be selected by the EMPLOYER and the General Foreperson shall be a Journeyman iron worker who has been a member of I.A.B.S.O. & R.I.W. and has been employed by contractor for at least six (6) months. (S)he shall receive General Foreperson's wages. (S)he shall issue instructions only to the Foreperson under his/her supervision.

**ARTICLE 14
WORKING EMPLOYER**

The EMPLOYER will not personally perform any work that comes under the jurisdiction of work covered by this Agreement.

**ARTICLE 15
WORK LIMITATION**

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

**ARTICLE 16
PIECEWORK**

- A. It is further agreed that the employees will not contract, subcontract, work piecework, or work less than the scale of wages established by the Agreement. The EMPLOYERS agree not to offer and/or pay, and the employees will not accept, a bonus on specific performance on any individual job.
- B. The EMPLOYER agrees not to use, rent or lease any welding machine or other such equipment from an employee or member of an employee's family.

ARTICLE 17
DRINKING WATER – CLOTHES ROOM

The EMPLOYER shall furnish suitable drinking water at all times. Each job of sufficient size and length to justify same shall be provided with suitable toilet and shed or room for the employees to change their clothes and keep their tools.

ARTICLE 18
TOOLS

- A. Employees shall furnish, for their own use, all necessary hand tools carried on a rod belt or a structural belt to effectively install their work.
- B. The EMPLOYER agrees to replace any tools broken on the job, stolen due to break in of tool box or shed, or lost due to fire if inventory of such tools is submitted to the EMPLOYER at the time they are brought on the job.
- C. The EMPLOYER shall furnish all other tools required to properly do the work. Employees shall return any tools or equipment furnished by the EMPLOYER while working for said EMPLOYER.
- D. The EMPLOYER agrees that if the type of work requires certification, the EMPLOYER will pay \$.50 per hour premium to the Ironworker who has such a certification.
- E. When an Ironworker tool room and/or structural bolt room is established by the steel erection contractor, if a person is employed the same shall be an Ironworker.

ARTICLE 19
IRONWORKERS REQUIRED ON GUY AND STIFF LEG DERRICKS
AND OTHER POWER EQUIPMENT

- A. The following will require not less than six (6) employees and a Foreperson:
 - (1) Any work using guy or stiff leg derricks.
 - (2) Any work requiring two (2) cranes at the same time to hoist structural steel or machinery and other equipment.
- B. The following will require not less than four (4) employees and a Foreperson:
 - (1) The erection and shaking-out of structural steel.
- C. The following will require not less than three (3) employees and a Foreperson:
 - (1) The unloading of structural steel to a stockpile.
- D. The following will require not less than two (2) employees and a Foreperson:

- (1) The transporting of structural steel with a boom truck, fork truck, straddle buggy, or side-boom cat.
 - (2) The setting of made-up reinforced columns and beams.
 - (3) The setting of made-up reinforced rod mats and caisson baskets (these can be set with two (2) Ironworkers if no other Ironworkers are employed on the job).
 - (4) The unloading of reinforcing steel to a stockpile, if the amount of Ironworkers are available on the job site; then no less than two (2).
- E. There shall be no limitation on the number of employees required for the erecting of precast, miscellaneous iron on rehab projects. The number of employees required shall be determined jointly by the contractor or his/her representative and the Business Representative of the Ironworkers depending on the nature of work involved. This will not supersede **Article 21**.

ARTICLE 20 REINFORCING & RIVETING

- A. Riveting gangs shall be composed of not less than four (4) employees at all times. The EMPLOYER may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid double time for such time worked before the regular starting time.
- B. When three (3) or more riveting gangs are employed on any job, a Foreperson shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the Foreperson temporarily fill in the gang.
- C. No member of a riveting gang or crew except a riveting Foreperson, shall be required or allowed to make a report on the number of rivets driven during a week period.
- D. No employee need be employed on concrete pours with reinforcing in place when pour contains 7 cubic yards or less.
- (1) On pours over 7 cubic yards an employee must be on the jobsite and available to maintain or adjust reinforcing, but may be required to perform other tasks on the same structure.
 - (2) On bridge deck pours there shall be a minimum of one iron worker employed for maintaining or adjusting reinforcing.
 - (3) Where No. 6 wire mesh or heavier is used, not less than two (2) employees shall be employed in cutting and laying; and not less than one employee in mucking, pulling and maintaining. Mesh lighter than No. 6, no less than one employee in cutting and laying, mucking, pulling and maintaining.

**ARTICLE 21
SAFETY PROVISIONS**

- A. The EMPLOYER, the UNION and employees will cooperate in the prevention of accidents and in the protection and promotion of the safety and health of employees. The Employer has the obligation to provide a safe working environment in accordance with all federal and state regulations and company policy. The employee has the obligation to perform his work in accordance with these regulations and policy. All safety equipment needed to comply, including wall hooks and welding gloves, shields and apparel, shall be furnished by and remain the property of the EMPLOYER, except the employee is to furnish their prescription safety glasses and safety shoes.
- B. All Ironworkers shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The Employer and all employees agree to abide by all federal, state, local and company safety policies. Failure on the part of an employee to comply with these safety rules and policies may be grounds for dismissal.
- C. Each Ironworker shall be required to successfully complete the Ten-Hour OSHA Construction Safety and Health Course every four (4) years to maintain their safety awareness and competence. Effective May 1, 2007 Employers may request referral of Ironworkers who have completed the Ten-Hour OSHA Course and refuse Ironworkers who have not completed the course without penalty.
- D. Personal Cell Phone and Other Communication Devices. Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.
- E. Stiffening and Supporting Working Load Points. When iron is landed on the floor or any point of structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.
- F. Riding the Load or Load Fall. No employee shall be permitted to ride the load or load fall except in case of inspection and erection and dismantling of derricks.
- G. Slings. Steel cable will be used instead of chains or hemp slings.
- H. Protection of Signal Devices. The Employer will use positive and safe communications.
- I. Welding Machines. When arc welder or acetylene torches are used while working aloft on all structural frames, stagings, scaffolds or ladders no less than two (2) Ironworkers shall be employed for each unit when necessary for purposes of safety. When arc welders and acetylene torches are needed together they shall be classed as one unit.

When welders and cutting torches are working in a group on ground or floor level or bridge decks, the following helpers shall assist: two (2) welders -1 helper; three (3) or four (4) -2 helpers; five (5) or six (6) -3 helpers. For purposes of this paragraph, a group shall mean all welders and burners working on the same piece of equipment. This does not apply to the work described in the first paragraph of this Section I.

No other person or any craftsman shall assist any welder or burner except a journeyman Ironworker.

- J. Projected Studs. No structural steel will be erected which has any projected studs already fabricated on walking surface of it.
- K. Hard Hats. Hard hats shall be worn at all times on all jobs within the jurisdiction of this contract.
- L. On the erection of structural steel, one (1) piece, one (1) assembly or one (1) bundle of steel will be hoisted to be erected at a time, except when placing diaphragms and bearings, then three (3) pieces may be hoisted at the same time.
- M. When Ironworkers have the majority of craftsmen on the bridge construction over a navigable waterway, the safety boat shall be manned by an Ironworker.

ARTICLE 22 BUSINESS REPRESENTATIVE

- A. 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.
- B. The Contractor agrees to furnish a letter confirming any work performed by members of the UNION if requested by the Business Representative.

ARTICLE 23 JOB STEWARD

There shall be a Steward on each job who shall be appointed by the Business Representative. (S)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 (s)he cannot adjust them (s)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. (S)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 have no authority to call, instigate or condone any strike, work stoppage, or interruption of work on the job.

The Steward shall promptly take care of injured workers and accompany them to their homes or to a hospital as the case may require, without any loss of time, and report the

injury to the proper officer of the UNION. 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 employee laid off providing (s)he is capable of performing the work in question.

ARTICLE 24 GRIEVANCE PROCEDURE AND ARBITRATION

- A. It is agreed that any difference, controversy or dispute between the ASSOCIATION or EMPLOYER or UNION over the interpretation or applications of this Agreement shall be considered a grievance.
- B. It is agreed by the UNION and the EMPLOYER that as long as arbitration procedure is followed there will be no lockouts, strikes, slowdowns, or stoppage of work.
- C. If the grievance cannot be resolved between the job steward and the appropriate EMPLOYER representative, it shall be referred by either party to the Business Representative of the UNION and the EMPLOYER.
- D. If the grievance cannot be satisfactorily resolved at Step C, the matter shall be submitted to a Grievance Committee which shall be comprised of 4 persons, 2 appointed by the UNION and 2 appointed by the ASSOCIATION. The Grievance Committee shall decide grievances by majority vote. In the event of a deadlock vote, then either the UNION or the ASSOCIATION may refer the grievance to arbitration by written notice to the other party within ten (10) calendar days from the deadlock vote.
- E. After the grievance has been referred to arbitration as provided above, the ASSOCIATION and the UNION shall request the Federal Mediation and Conciliation Service to furnish a suggested list of names of five arbitrators from which the ASSOCIATION and the UNION shall select one arbitrator. Such selection shall be by agreement, if possible. Otherwise by the parties alternately eliminating names from said list, the remaining one shall be accepted as the arbitrator to hear and decide the pending case. The decision of the arbitrator shall be final and binding upon all parties to the dispute. Expenses of arbitration, including the arbitrator's fees and expenses, shall be borne equally by the parties.
- F. The arbitrator shall have no power to change or detract from or add to the provisions of the Agreement.
- G. Jurisdictional disputes between labor organizations shall be excluded from the above arbitration procedure.
- H. No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of the filing of the written complaint as provided in this Article. Any wages earned elsewhere during this period shall be deducted from any retroactive pay which might be awarded.
- I. Resolution of grievances by vote of the Grievance Committee or by arbitration shall be final and binding on all parties involved: UNION, EMPLOYEES, ASSOCIATION and EMPLOYER.

- J. The individual EMPLOYER and UNION involved in the dispute agree that each shall pay one-half of the expense of the arbitration, which shall mean fees of the arbitrator, transcript fees and room fees.
- K. In the event the EMPLOYER does not immediately comply with the arbitrator's decision the UNION shall be free to strike to enforce the award. In the event the UNION does not immediately comply with the arbitrator's decision the EMPLOYER shall be free to lock-out the employees.

**ARTICLE 25
COMPENSATION INSURANCE**

- A. The EMPLOYER must at all times provide Workers' Compensation Insurance and, even if not required by law, shall voluntarily elect to contribute to the Unemployment Compensation Fund of the State of Illinois.
- B. EMPLOYER agrees to pay an employee, who is injured on a job and who goes to hospital or Doctor's office and who is unable to return to the job by written order of the doctor, a full day's pay for that day. If (s)he returns to the job that day, (s)he is to be paid in full for time lost that day.
- C. Ironworkers injured on the job who are still employed by that EMPLOYER and who are advised by the EMPLOYER's designated doctor to make further visits in connection with the injuries sustained on the job, shall make such visits to the EMPLOYER's doctor during working hours, with no loss of wages for time spent visiting the doctor.
- D. An EMPLOYER may require a physical or medical examination of the employees described in C.
- E. No employee or applicant for employment shall be required by the EMPLOYER to complete any application for employment except required payroll, emergency, and I.R.C.A. information.

**ARTICLE 26
DISCRIMINATION**

Neither the EMPLOYER nor the UNION shall discriminate against any employee, referral, or applicant for employment because of race, color, creed, religion, sex, age, national origin, disabilities, Vietnam-era veteran, disabled veteran or any other characteristic protected by law, or for reasons of membership or non-membership in a union.

**ARTICLE 27
SUBCONTRACTING**

In order to protect the economic standards set forth in this collective bargaining agreement, it is understood that an EMPLOYER shall be responsible for the payment by its subcontractors of the wages, fringe benefits, hours of employment and economic conditions set forth in this agreement, including penalties. In the event of the failure to comply with the payment of same and the transmittal of the amounts required to be transmitted, the provisions of Paragraph F of **Article 9** shall become applicable as regards that EMPLOYER covered by this Agreement, provided, however, that EMPLOYER shall be notified of the subcontractors delinquency no later than the 10th of the month following the month in which payment is due and shall have twenty (20) days thereafter to comply.

**ARTICLE 28
SAVINGS CLAUSE**

Should any part of or any provision herein contained be rendered or declared invalid by reasons of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties hereto agree to immediately meet to re-negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect. It is agreed by the UNION and the EMPLOYER that there will be no lockouts, strikes, slowdowns, or stoppage of work because of any invalidation of any part of this Agreement.

**ARTICLE 29
ALCOHOL AND NON-PRESCRIPTION DRUGS**

- A. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the Employer at the expense of the Employer. The Union shall be notified when any of its members are requested to submit to drug and/or alcohol testing.

- B. Provision for employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random and reasonable cause. Reasonable cause shall include for example, but is not limited to, visible impairment, possession, reports of on duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act. Employees refusing to consent to testing shall be deemed to have voluntarily quit.

- C. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or National Institute of Drug Abuse (NIDA) approved.
- D. All drug and/or alcohol testing shall follow the procedures outlined by the Substance Abuse and Mental Health Services Administration (hereinafter, SAMHSA, formerly known as SIDA) and shall be in compliance with all state and federal laws regarding alcohol-drug testing.
- E. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future SAMHSA guidelines.
- F. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.
- G. Any employee with test results of negative shall be compensated for all hours lost. If an employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to thirty (30) days, as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic random drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive test or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.
- H. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract.

**ARTICLE 30
MOBILITY OF MEN**

Signatory contractors shall be permitted to transfer in one key foreperson and transfer other key men according to the following:

<u>Position</u>	<u>Provided by</u>
1. Key foreperson	Employer
2. Journeyman\apprentice	Union
3. Journeyman\apprentice	Union
4. Key person	Employer
5. Journeyman\apprentice	Union
6. Journeyman\apprentice	Union
7. Key person	Employer

Repeat steps 2 - 4 as additional personnel are needed.

**ARTICLE 31
DURATION AND TERMINATION**

This Agreement, with any amendments thereto made as provided for therein, shall remain in full force and effect until midnight of April 30, 2022 and unless written notice be given by either party to the other at least two (2) but not more than three (3) months prior to such date of a desire for a change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement with any amendments thereto shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least two (2) but no more than three (3) months prior to the expiration of any such contract year. Any such notice as hereinabove provided for in this article, whether specifying a desire to terminate or change at the end of the current contract year shall have the effect of terminating this Agreement at such time.

IN WITNESS WHEREOF:

**FOR THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS**

**FOR LOCAL #112
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL,
ORNAMENTAL, AND REINFORCING
IRONWORKERS**

~~Steven V. Halverson~~ **Chip Reyhan** _____ Date
AGCI Committee

Brian Stanley _____ Date
Business Representative

~~Dave Mifflin~~ **Steven V. Halverson** _____ Date
AGCI Committee

Frank Kazenske _____ Date
Director of Labor Relations

Individual Employers signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed to between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association unless ninety (90) days prior to the expiration of this or any subsequent agreement said non-member Employer notifies the Union in writing that it revokes such authorization. Further, said non-member Employer agrees that notice served by the Union upon said Association and mediation services for reopening, termination or commencement of negotiations shall constitute notice upon and covering the nonmember Employers signatory hereto:

Company or Corporation (name)

Address

City

State

Zip

(Area Code) Telephone Number

Employer Representative Signature

Date

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRONWORKERS LOCAL UNION NO. 112

By: _____

Business Representative

MEMORANDUM OF UNDERSTANDING

The language below lists the cut-off testing levels for positive results and are applicable to **Article 29, ALCOHOL AND NON-PRESCRIPTION DRUGS, Section G**, in the Agreement between the Associated General Contractors of Illinois and Ironworkers Local #112 of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers covering Highway and Heavy Construction within the jurisdiction of Local #112, effective May 1, 2019 and expiring April 30, 2022.

Testing Results: Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Analytes and Their Cutoffs

Effective Date: October 1, 2010

Reference: Federal Register, November 25, 2008 (73 FR 71858), Section 3.4

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites	2000 ng/mL	Codeine	2000 ng/mL
Codeine/Morphine ²		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³	500 ng/mL	Amphetamines	250 ng/mL
AMP/MAMP ⁴		Methamphetamine ⁵	250 ng/mL
MDMA ⁶	500 ng/mL	MDMA	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

¹-Delta 9 tetrahydrocannabinol-9carboxylic acid (THCA).

²-Morphine is the target analyte for codeine/morphine testing.

³-Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴-Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵-To be reported as positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 mg/mL.

⁶-Methylenedioxymethamphetamine (MDMA).

⁷-Methylenedioxyamphetamine (MDA).

⁸-Methylenedioxyethylamphetamine (MDEA).

Alcohol test levels at or above .04 shall be considered a positive test for safety-sensitive equipment.

It is further agreed that the parties shall follow any revisions in these levels that may be specified by future Substance Abuse and Mental Health Services Administration (formerly known as National Institute for Drug Abuse) guidelines.

FOR THE UNION

FOR THE ASSOCIATION

Brian Stanley

Date

Frank Kazenske

Date

Business Representative

Director of Labor Relations