

AGREEMENT BETWEEN
THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
AND

LOCAL UNION #46 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL IRON WORKERS,
MACHINERY MOVERS AND RIGGERS

COVERING

DISTRICT #4
(Part of Fulton County)

DISTRICT #5
(Part of DeWitt County)

DISTRICT #6
(Cass, Christian, Logan, Menard, Morgan, Sangamon, Scott and Parts of
Macoupin, Mason, Montgomery, Pike and Schuyler Counties)

DISTRICT #7
(Parts of Effingham, Fayette, Macon and Shelby Counties)

DISTRICT #8
(Parts of Calhoun and Greene Counties)

EFFECTIVE: May 1, 2019

EXPIRES: April 30, 2022

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**AGREEMENT NEGOTIATED BY AND BETWEEN
AGC OF ILLINOIS
AND
IRON WORKERS LOCAL #46**

PREAMBLE

This **Agreement**, made and entered into as of May 1, 2019, by and between the **Associated General Contractors of Illinois** (hereinafter referred to as **ASSOCIATION**) as negotiating agent on behalf of contractors who have so authorized and other signatory employers (hereinafter referred to as **EMPLOYER**) and **Local Union #46 of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers, Machinery Movers and Riggers** (hereinafter referred to as **UNION**).

**ARTICLE 1
RECOGNITION**

The ASSOCIATION and EMPLOYER agree to recognize the UNION as the sole collective bargaining representative with respect to hours, wages and other conditions of employment in a unit consisting of construction Ironworkers who are employed by the EMPLOYER on its work located in the city of Springfield, Illinois and counties in Illinois as specified in **ARTICLE 2, Section 1**.

**ARTICLE 2
AGREEMENT**

Section 1. Territorial Jurisdiction. The parties to this Agreement have agreed to attach a map to this Collective Bargaining Agreement. This map, in broad terms, nearly defines the territorial jurisdiction of the UNION, however, on projects near the Local #46 boundary for clarity the basic jurisdiction of the UNION, shall extend halfway to the nearest outside Local Union of the International Association of Bridge, Structural and Ornamental, Ironworkers.

The counties in Illinois within the territorial jurisdiction of the UNION are as follows:

| | |
|------------|-------------|
| Calhoun* | Macoupin* |
| Cass | Mason* |
| Christian | Menard |
| DeWitt* | Montgomery* |
| Effingham* | Morgan |
| Fayette* | Pike |
| Fulton* | Sangamon |
| Greene* | Schuyler |
| Logan | Scott |
| Macon* | Shelby* |

Asterisk () indicates counties which are partially within the territorial jurisdiction of the UNION.*

Section 2. Scope of Work. This Agreement covers highway, heavy and utility construction, which shall be construed to encompass all construction with the exception of building construction. For purposes of this Article building construction shall mean the construction of building structures including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience.

Section 3. Other Agreements. It is understood and agreed that if the UNION enters into an agreement with any employer or association of employers which encompasses in whole or in part work or geographical territory covered by this Agreement which in the opinion of the ASSOCIATION contains more favorable terms, such terms shall automatically be incorporated herein. This Agreement shall prevail over all other agreements insofar as work and territory covered herein for EMPLOYERS referenced in the PREAMBLE hereto.

ARTICLE 3 UNION SECURITY

Section 1. All employees covered by this Agreement shall after the seventh day after employment, or after seven (7) days after the effective date of this Agreement, whichever is latest, become and remain members of the UNION in good standing.

Section 2. The EMPLOYER will terminate the employment of any employee covered by this Agreement upon written demand of the UNION, in the event such employee shall fail to comply with Section 1 of this Article, provided that membership in the UNION was available to the employee on the same terms and conditions applicable to other members, and that membership was not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Such employee shall not be re-employed by the EMPLOYER until notified by the UNION that the employee has paid any such initiation fee or dues then delinquent or unless such employee presents a work clearance from the UNION to the EMPLOYER.

The EMPLOYER shall not be required to discharge any employee for non-compliance with this Article until such time as such employee is replaced by a qualified employee, and if the UNION requests the discharge of any employee for non-compliance of the foregoing, the UNION agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the UNION.

The UNION will include in its written demand the details of how the employee has failed to meet the necessary membership requirements.

ARTICLE 4 SUBCONTRACTORS

Section 1. EMPLOYER shall not subcontract out on-site construction work within the occupational jurisdiction of the UNION to employers or persons who do not observe an

economic package, which is at least equivalent to the wages and fringe benefits enjoyed by employees covered by this Agreement.

Section 2. Pre-Job. With respect to work covered by Section 1 above, at the request of the UNION the Employer agrees to notify the UNION of the name(s) of all subcontractors at least forty-eight (48) hours prior to each subcontractor commencing work on the job site.

ARTICLE 5 FOREMAN

Section 1. Where three (3) or more employees are employed on one job, one shall be selected by the EMPLOYER to act as foreman and receive foreman's wages, and the foreman or designated contractor's representative are the only persons who shall issue instructions to the iron workers.

Section 2. The EMPLOYER may employ on one piece of work, as many foremen or pushers as in his judgment is necessary for the safe, expeditious and economical handling of the same.

Section 3. When two (2) or more foremen are employed on one job by one EMPLOYER, one of the foremen shall be selected by the EMPLOYER to act as General Foreman and receive General Foreman's wages. A General Foreman if directed by the EMPLOYER, may supervise more than one job in a general geographic area.

Section 4. All regular foremen shall receive their orders from the General Ironworkers Foreman or the Contractor's representative on the job. When a foreman has six (6) or more men, he will be restricted to the directing and laying out of work for employees directly under his supervision. No more than ten (10) men will be required to work under one foreman.

Section 5. A foreman working a shift will only be allowed to work one (1) shift, unless complete shift doubles over.

ARTICLE 6 ESSENTIAL EMPLOYEES

An EMPLOYER may use any Iron Worker to perform foreman work in the territorial jurisdiction of Local #46.

ARTICLE 7 WAGE RATES

The total wage package to be paid shall be that rate as set forth in ADDENDUM A. The journeyman rate in ADDENDUM A applies to the following classifications: Structural, Ornamental, Reinforcing, Machinery Erector, Welder, Fence Erector, and Sheeter.

When an Employer requests or requires employees with HAZMAT Certification, then employees with such certification shall receive a wage premium of \$.75 above the Journeyman rate per hour worked.

Foreman – Not less than \$1.75 per hour above Journeyman Scale.

General Foreman – Not less than \$.75 above regular Foreman Scale.

Effective May 1, 2019 + \$1.60 per hour to be distributed between wages and fringe benefits in accordance with ADDENDUM A of this Agreement.

Effective May 1, 2020 + \$1.60 per hour to be distributed between wages and fringe benefits in accordance with ADDENDUM A of this Agreement.

Effective May 1, 2021 + \$1.65 per hour to be distributed between wages and fringe benefits in accordance with ADDENDUM A of this Agreement.

Basic Scale for Apprentice shall be:

| | | |
|----------------------------|-------|-------------------------|
| 1 st 1000 hours | ----- | 60% of Journeyman Scale |
| 2 nd 1000 hours | ----- | 70% of Journeyman Scale |
| 3 rd 1000 hours | ----- | 80% of Journeyman Scale |
| 4 th 1000 hours | ----- | 85% of Journeyman Scale |
| 5 th 1000 hours | ----- | 90% of Journeyman Scale |
| 6 th 1000 hours | ----- | 95% of Journeyman Scale |

Apprentice-to-Journeyman Ratio

On all work operations coming under the terms of this agreement, the apprentice-to-journeyman ratio shall be one (1) apprentice to four (4) journeyman on any one project. More apprentices may be agreed to under special circumstance by consent of the Business Manager.

The parties agree to negotiate a trainee provision at 55% of Journeyman Scale and when negotiated, it will be included as an addendum to this Agreement.

The Union agrees that if an employer signatory to this Agreement has an agreement with other crafts (carpenters, laborers, operating engineers) to perform non-prevailing wage rate work at a wage rate of at least 70% of the rate listed in this Agreement, the Union will encourage the Ironworkers International to enter into said agreement.

ADDENDUM A lists the amount of EMPLOYER contributions to all fringe benefit funds pursuant to **Article 8** of this Agreement.

Negotiated increases for May 2019, May 2020, and May 2021 will be distributed as timely requested by the Union, PROVIDED: (A) Union furnishes written assurances that Pension

Contribution Rate complies with minimum funding required by Pension Protection Act of 2006; (B) At no time will the wage rate decrease, as such is prohibited by the Illinois Department of Labor; and (C) Health & Welfare Contribution rate as mutually agreed to.

ARTICLE 8
CONTRIBUTIONS TO WELFARE, PENSION, ANNUITY,
JOINT APPRENTICESHIP, IMPACT, & INDUSTRY ADVANCEMENT FUND

Section 1. Contributions by the EMPLOYER to the various fringe benefit programs as spelled out in **Article 7, WAGE RATES** shall be made as follows:

Contributions to the Joint Apprenticeship Training Fund and the IMPACT shall be reported on the same remittance form and paid monthly by separate checks to Ironworkers Local #46. Contributions to the Welfare Plan shall be payable monthly to the Iron Workers St. Louis District Council Welfare Plan. Contributions to the Pension Fund shall be payable monthly to the Iron Workers St. Louis Council Pension Fund. Contributions to the Annuity Fund shall be payable monthly to the Iron Workers Annuity Trust Fund. All contribution payments shall be remitted on forms provided by the Fund Office. The said Welfare Fund, Pension Fund, Annuity Fund, IMPACT and JATC Training Fund shall be administered jointly by an equal number of representatives of the EMPLOYER and the UNION, which Agreements and Declarations of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length. Contributions to Health, Welfare, Pension, Annuity, Apprenticeship and IMPACT on overtime work will be contributed at straight time rate.

Section 2. In the event an EMPLOYER fails to make prompt and timely reports as required and payment of the contributions due to Iron Workers St. Louis District Council Pension and Welfare Plan the UNION, following seven (7) days written notice to such delinquent EMPLOYER and the ASSOCIATION, and following a meeting between the Business Agent, the EMPLOYER, and the ASSOCIATION, may order cessation of all work covered by that EMPLOYER on all jobs of the EMPLOYER until such reports are made and contributions due are paid. In addition thereto it is agreed that the above contributions are due constitute a debt owed by the EMPLOYER to said Fund's Trustees, and that in addition to all other remedies on account thereof available to said Trustees and/or the UNION, such debt may be recovered by suit or action at law brought by said Trustee and/or the UNION, and in the event of such action the EMPLOYER agrees to pay in addition to the amount due of such debt, all Court costs, interest on such debt at the maximum lawful rate computed from the due date of each such contribution, plus a reasonable attorney's fee payable to the attorney or attorneys representing the Trustees and/or the Union in such action with the amount thereof fixed by the Court, but in no event more than thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the total amount for which judgment is rendered.

Section 3. In addition to wages, the Employer shall make a contribution to IMPACT as specified in the Wage Addendum to this Agreement, which sum shall be at the rate of five-eighths of one percent ($\frac{5}{8}$ of 1%) of the applicable hourly journeyman wage rate for each hour worked effective May 1, 2019. Such contribution shall be made to 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.

Effective May 1, 2007 the contribution to IMPACT shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers' and Employers' Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry. In addition, the Union and Employer agree that by making contributions to IMPACT each of them shall become bound to IMPACT's Drug and Alcohol Screening Policy and Procedure or similar program and any amendments or modification thereto.

Section 4. Industry Advancement Fund.

1. The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of twenty cents (\$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 the Heavy/Highway and Utility construction industry 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 law suit, 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 9 SUPPLEMENTAL DUES CHECK-OFF

Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of the Agreement, whichever occurs sooner, the Employer shall deduct from such employee's wages Union dues in the amount as specified in ADDENDUM A. The employer shall remit same to and as directed by the duly

authorized representative of said Union together with a list of the names of employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice by Certified mail to the Employer and the Union during the ten (10) day period prior to the end of any applicable yearly period, or during the ten (10) day period prior to the termination of any applicable bargaining agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing requirements, the authorization shall be renewed for an additional yearly period or until the end of the collective bargaining agreement, whichever occurs sooner. The Union shall have the sole responsibility for providing such signed authorization to the Employer. The Employer shall have no obligation to make such a deduction in the event that such authorization is not provided for all employees working on a particular project.

ARTICLE 10 NOTIFICATION AND REPORTING

Section 1. Notification. In order to expedite the supply of employees the EMPLOYER shall notify the UNION office or the Business Representative the afternoon before the employee is needed, except in emergency.

Section 2. Reporting. When employees are laid off the EMPLOYER agrees the job steward shall have a reasonable amount of time before 3:30 p.m. to notify the UNION office of members laid off.

Section 3. Hire and Recall. It is understood and agreed that since Iron Workers Local #46 does not operate an exclusive hiring hall, EMPLOYERS have the right to hire and recall Iron Workers as they see fit, subject only to the provisions of Article 3 and Article 4.

ARTICLE 11 PAY DAY

The regular pay day shall be once a week on such day as agreed upon between the EMPLOYER and the UNION and wages shall be paid before quitting time of such day in cash or payroll check.

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

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 payroll check on the job immediately, and if required to go to some other point or to the office of the EMPLOYER, 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. However, for EMPLOYERS who have worked in the jurisdiction of the Local Union for at least 30 days in the past 3 years, payoff for layoff can be made by payroll checks mailed, postmarked not later than the following work day.

Any undue delay or loss of time beyond quitting time on pay day in collecting pay due, caused employees through no fault of their own, shall be paid by the EMPLOYER causing such delay at the regular straight time rates.

ARTICLE 12 WORKING HOURS AND RULES

Section 1. Scheduling. The work week shall be Monday through Saturday. The work day may start between the hours of 6:00 a.m. and 8:00 a.m., and extend for up to ten and one-half (10½) hours which includes an unpaid lunch period. (See Section 5 of this Article). However, by mutual agreement between the Business Representative and the EMPLOYER, a different starting time can be determined. Persons covered by this Agreement shall be at their post prepared to start work at the regular starting time.

Section 2. Eight Hour Schedule. A maximum of eight (8) hours shall constitute a day's work and same shall be between the hours of six (6:00) a.m. and five (5:00) p.m., excepting work that must be performed according to specifications; all work necessary previous to or after starting of major crew or machinery, to be done over eight (8) consecutive hours in any one day, lunch excepted, shall be paid at the rate of one and one-half (1½) times the basic rate of pay. However no Iron Worker shall be required by the Employer to work at the straight time rate of pay on Saturday.

Section 3. Ten Hour Day Schedule. Where not prohibited by law, and upon forty-eight (48) hour notification to the UNION, the EMPLOYER may choose the option of working four (4) ten (10) hour days, Monday through Friday, at straight time. Overtime is to be paid at the rate of one and one-half (1½) times the basic wage rate for all hours worked over ten (10) in a day or over forty (40) in a week. There shall be no pyramiding of overtime in this Agreement. In the event inclement weather or equipment breakdown causes a loss of time during these five (5) days, up to eight (8) hours may be worked on Saturday to make up the remaining hours needed to complete a forty (40) hour work week, with all hours in excess of forty (40) for the work week being paid at the applicable overtime rate. However, no Iron Worker shall be required by the EMPLOYER to work at the straight time rate of pay on Saturday.

Section 4. Call in Pay and Reporting to Work. All employees who report to work unless ordered not to report by a contractor or his representative shall receive two (2) hours pay. Employees shall report to the foreman and, if so directed, they (the employees) shall remain on the job two (2) hours. Reporting time on overtime and/or double time days shall be paid at the regular straight time rate.

An employee will receive pay for the first two (2) hours on the job whether or not the time has been worked. Once the employee has been at the job two (2) hours, the employee will receive pay only for the time worked.

No employee shall be ordered to report after the lunch period on one- shift operations, unless he has worked in the morning, except in an emergency or for a concrete pour. On one-shift operations, if an employee who has not worked in the morning reports after the lunch period, the employee shall be guaranteed four (4) hours.

It is also agreed that employees and the EMPLOYER may reach an understanding on weather conditions concerning reporting to work, PROVIDED: A majority of employees agree.

Section 5. Lunch Time. Employees shall be entitled to a lunch period of not less than one-half ($\frac{1}{2}$) hour which shall be scheduled between the third and sixth hour after the designated starting time. Employees directed to work through the scheduled lunch period shall be paid the straight time rate for such lunch period.

Section 6. Supper Time. Employees are to be allowed one-half ($\frac{1}{2}$) hour for supper without pay if they work two (2) hours overtime after the end of their regular work day and if they are to continue to work after this supper period. In the event of additional overtime, employees will be allowed one-half ($\frac{1}{2}$) hour overtime mealtime with pay after each additional four (4) hours overtime beyond the previous mealtime.

Where possible, employee shall arrange to eat alternately to permit work to proceed continuously, but this shall not be construed to deprive an employee of mealtime privilege and payment.

Section 7. Holidays and Overtime. Double time shall only be paid for all time worked on Sundays and recognized holidays. Other overtime shall be paid at time and one-half ($1\frac{1}{2}$). Recognized holidays are Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, New Year's Day and Labor Day. Veteran's Day shall be observed the day following Thanksgiving. Furthermore, if a recognized holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that day.

Section 8. Shift Work. When two (2) shifts are employed, each shift shall work eight (8) hours pay at straight time, there shall be a one-half ($\frac{1}{2}$) hour unpaid lunch; when three (3) shifts are employed, seven and one-half hours ($7\frac{1}{2}$) shall constitute a days work for each shift for which straight time pay for eight (8) hours shall be paid and there shall be a one-half ($\frac{1}{2}$) hour unpaid lunch.

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 \$1.00 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 Employer's 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.

Section 9. Piece Work. Piece work of any description is prohibited.

Section 10. Drinking Water – Clothes Room – Toilet. The EMPLOYER shall furnish suitable drinking water at all times, shall provide a suitable shed or room for the employees to change their clothes and keep their tools and provide a suitable toilet or

arrangements made for the use of one on each job of sufficient size and length to justify the same.

Section 11. It is agreed that all tools in value of more than fifteen dollars (\$15.00) stolen after regular working hours or destroyed at any time shall be replaced by the EMPLOYER. Provided, prior to the loss, the employee has provided the EMPLOYER with an inventory of all tools left on the job and description as to age, condition, and cost of tools.

Section 12. Manning of Guy and Stiff Leg Derricks, Helicopters, Mobile or Hand Operated Rigs. No less than four (4) employees and a foreman shall be employed around any guy or stiff leg derrick or on all mobile or power operated rigs of any description when used on steel erection. Either the Foreman or a member of his crew shall be in communication with the helicopter signal man at all times while helicopter work is in progress. For the setting of structural steel with hand operated gin poles and sasgen poles or hand winches of any description, no less than four (4) men and Foreman shall be used. For the setting of light structural steel and miscellaneous iron weighing less than 1,000 pounds, lintels, reinforcing steel, bar joists, etc., with hand operated gin poles and sasgen poles, or hand winches of any description no less than two (2) men and Foreman shall be used. In all of the above instances, if the operation of erection or setting can be accomplished in one work day or less, the above manning requirements may be waived by the Business Representative, and in addition, in special instances of small items of hand pole work with approval of the Business Representative of the UNION, the above minimum crew size may be waived.

On all other work operations coming under the terms of this Agreement a sufficient number of men will be employed in order that the work involved can be performed in a safe and expeditious manner. This means that an EMPLOYER will not be required to use four (4) men and a Foreman on work operations not requiring this number of men. It also means that on rigging or unloading operations where more than four (4) men and a Foreman are required, such additional members may be employed.

After Structural steel has been unloaded, stockpiled and separated an EMPLOYER may use a minimum of two (2) employees in connection with feeding structural steel to a raising gang with such as straddle-buggy, cherry picker, A-frame, etc.

Section 13. Tower Crane. On bridge structures, it is expressly understood when Iron Workers are involved with the erection or dismantling and/or jumping of same of a Tower Crane no less than four (4) men and a Foreman shall be used. At the discretion of the Steward and Job Superintendent more men may be used if required to maintain safe working conditions for employees. Should the Job Superintendent and Steward fail to agree, then the Job Superintendent and the Business Agent of the Local Union shall pursue resolution of the matter.

Section 14. Welders. Welders and burners on bridge jobs are required to have an apprentice helper only when there is danger of falling, fire or overhead hazards. In the event of tank work, hoppers, or other enclosed spaces where it would be impractical to have a helper for each journeyman, permission may be granted by the Business Representative of the Union waiving the minimum requirements of this section, but only for such period of time when no hanging of scaffolding and safety protection is required, provided that any such waiver, if granted, does not invalidate this section concerning other

types of welding. The Business Representative of the UNION may waive the requirements of this section.

Section 15. Concrete Pours. Repositioning, retying, or replacing any reinforcing rods that may become displaced during the concrete pouring operations of footings, walls, slabs, and floors in bridge construction and other reinforced concrete structures shall be performed by Iron Workers. Re-positioning wire mesh in concrete floors or slabs during the concrete pouring operations will be performed by Iron Workers where Iron Workers have installed the mesh.

Section 16. 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.

Section 17. 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 see that the provisions of this Agreement are complied with and report to the UNION the true conditions and facts. The steward shall promptly take care of injured workers and accompany them to their homes or to a hospital as the case may reasonably require, without any loss of time, and report the injury to the proper officers or the UNION. When employees are laid off, other than the Foreman, the Steward is to be the last Iron Worker laid off, providing he is capable of performing the work in question.

Section 18. There shall be no limitation as to the amount of work a man shall perform. There shall be no restrictions as to the use of machinery, tools or appliances.

Section 19. The EMPLOYER and the UNION agree to equal opportunities for all applicants and employees.

ARTICLE 13 SAFETY PROVISIONS

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.

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

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

Overhead Cranes, Crushers. There shall be no work on any overhead crane, crusher or conveyor until fuses have been removed and switch box locked, or the safety of the men is otherwise made sure.

Power Lines, High Tension. There shall be no work done in the immediate area of high tension lines until the power has been shut off, or the lines insulated, or the safety of the employees otherwise provided for.

Protection of Signal Devices. Proper practical safe housing, casting or tube shall be provided for any and every means, method applicant or equipment employed to transmit or give signals, directing work or operation of any devices used in connection with work

being done by employees. No employee will be permitted to work on brackets or hooks made of reinforcing bars.

Nelson Studs. Members of this Local Union shall not be required to work on structural steel in connection with bridges where Nelson Studs and such protrusions are affixed to structural members prior to erection and then only after the necessary safety provisions are provided for, except expansion angles and curb angles.

Safety Equipment. Safety equipment required by the EMPLOYER for the employee to carry out his duties in a safe manner shall be provided by the EMPLOYER. Items to be included within this provision are: Safety belts, belts and wall hooks used in reinforcing wall construction, cloth burning gloves, burning goggles, safety glasses, fire protection clothing for welders and burners, and in emergency situations, rain gear excluding rubber boots. The EMPLOYER is not required to furnish prescription glasses, steel toed shoes, hard hats, rubber boots, etc.

ARTICLE 14 ALCOHOL AND NON-PRESCRIPTION DRUGS

Section 1. 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. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to 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 purposes of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. 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 may consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act. Any random testing conducted shall utilize a computerized software program capable of blindly selecting employees by the random selection of their social security numbers. Reasonable cause shall include, for example, but is not limited to, visible impairment, possession, reports of on or off-duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analyses shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (SAMHSA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 5. The 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 Substance Abuse and Mental Health Services Administration (SAMHSA) direction.

Section 6. Test Results: Concentrations of a drug at or above the following levels shall be considered a positive test result:

Analytes and Their Cutoffs

DATES: *Effective Date:* October 1, 2017.

| Initial test analyte | Initial test cutoff ¹ | Confirmatory test analyte | Confirmatory test cutoff concentration |
|---|----------------------------------|---------------------------|--|
| Marijuana metabolites (THCA) ² | 50 ng/mL ³ | THCA | 15 ng/mL. |
| Cocaine metabolite (Benzoylecgonine) | 150 ng/mL ³ | Benzoylecgonine | 100 ng/mL. |
| Codeine/Morphine | 2,000 ng/mL | Codeine | 2,000 ng/mL. |
| | | Morphine | 2,000 ng/mL. |
| Hydrocodone/Hydromorphone | 300 ng/mL | Hydrocodone | 100 ng/mL. |
| | | Hydromorphone | 100 ng/mL. |
| Oxycodone/Oxymorphone | 100 ng/mL | Oxycodone | 100 ng/mL. |
| | | Oxymorphone | 100 ng/mL. |
| 6-Acetylmorphine | 10 ng/mL | 6-Acetylmorphine | 10 ng/mL. |
| Phencyclidine | 25 ng/mL | Phencyclidine | 25 ng/mL. |
| Amphetamine/ Methamphetamine | 500 ng/mL | Amphetamine | 250 ng/mL. |
| | | Methamphetamine | 250 ng/mL. |
| MDMA ⁴ /MDA ⁵ | 500 ng/mL | MDMA | 250 ng/mL. |
| | | MDA | 250 ng/mL. |

¹ For grouped analytes (*i.e.*, two or more analytes that are in the same drug class and have the same initial test cutoff):
Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (*i.e.*, equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, D-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ *Alternate technology (THCA and benzoylecgonine):* The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (*i.e.*, 15 ng/mL for THCA, 100 ng/mL for benzoylecgonine).

⁴ Methylenedioxyamphetamine (MDMA).

⁵ Methylenedioxyamphetamine (MDA).

Source Mandatory Guidelines for Federal Workplace Drug Testing Programs Using Urine Specimens / Subpart C – Urine Specimen Tests / Section 3.4 [*Federal Register*, Vol. 82, No. 13, Monday, January 23, 2017, page 7941] [PDF page 22 of 51]

Alcohol test levels at or above 0.02 shall be considered a positive test.

Section 7. 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.

Section 8. 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, or 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 follow-up 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.

Section 9. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the Grievance Procedure and Arbitration provisions of this agreement.

ARTICLE 15 WORKMEN'S COMPENSATION AND UNEMPLOYMENT INSURANCE

The EMPLOYER must at all times provide Workmen's Compensation Insurance and shall upon request of the Business Representative of the Local Union, furnish a statement from his insurance company, giving date of his workmen's compensation insurance. It is further agreed that the EMPLOYER regardless of the number of employees shall cover them under the Unemployment Insurance Act of the State of Illinois and shall be required to furnish the Local Union with an unemployment insurance certificate.

ARTICLE 16 BONDING REQUIREMENTS

For cause, unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one full year immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement a surety bond in the amount of Twenty-Five Thousand (\$25,000) Dollars to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Annuity Plan, Pension Plan, Health and Welfare Plan, Joint Apprentice Training Fund, and Working Assessment Check-off payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Annuity Plan, Pension Plan, Health and Welfare Plan, Joint Apprentice Training Fund when due, the Union aggrieved employees or the Trustees of the Annuity Plan, Pension Plan, Health and Welfare Plan, Joint Apprentice Training Fund or the Joint Negotiating Committee when pertaining to Working Assessment Check-off, after written notice to the Employer and Bonding Company, may file claim to obtain payment, costs and reasonable attorney's fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

ARTICLE 17 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Initial Determination. Any dispute (other than jurisdictional) of any type concerning the interpretation or application of this Agreement between an EMPLOYER and the UNION or between the ASSOCIATION and the UNION shall be adjusted by the particular EMPLOYER and the UNION or by the ASSOCIATION and the UNION, whichever the case may be, in the first instance, if possible.

Section 2. The Arbitration Committee. In the event the matter is not settled, it shall be referred to the arbitration committee consisting of three (3) Employer representatives, selected by the ASSOCIATION, and three (3) Union representatives, selected by the District Council. The determination of the arbitration committee shall be governed by majority vote with each member thereof having one (1) vote and, in the event a full complement of members of either side does not attend the meeting, those members of the particular side in attendance shall each have a proportionate portion of the vote of the absent member.

Section 3. Arbitration. Should the arbitration committee be unable to resolve the matter, then the UNION or the ASSOCIATION may refer the matter to arbitration by so notifying the other party involved. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) recognized arbitrators. From the list so submitted, the parties shall, within five (5) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains. The person whose name so remains shall act as the arbitrator. The parties shall flip a coin to determine who shall reject the first name. The parties recognize that time is of the essence.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, or subtract from, or in any way change or modify the terms of this Agreement or any Agreement made supplementary thereto.

Section 5. Conclusiveness and Enforcement. The decision of the arbitration committee or of the arbitrator, as the case may be, shall be final and binding and conclusive upon all parties (the UNION, EMPLOYER and the employees and all claiming thereunder) and shall be the only method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE 18 STRIKES

Except as herein otherwise provided, employees shall not cease work, slow down or engage in any strike or other concerned interruption or interference with the work or business of the EMPLOYER during the term of this contract and the EMPLOYER shall not lock out any employee covered hereunder during said term. Recognition of a picket line established by other than this UNION shall not be a violation of this provision. Provided, however, that upon failure or refusal of the EMPLOYER to comply fully with the provisions of **Articles 15 and 16** hereof, the provisions of this Article (**Article 18**) shall not apply.

ARTICLE 19 JURISDICTION

Section 1. The EMPLOYER shall assign work on the basis of traditional craft jurisdictional lines, established trade agreements and prevailing area practices. There shall be no stoppage of work because of a jurisdictional dispute.

Section 2. It is understood and agreed the International Association claims for its Local #46 members the on-site work involving fabrication, production, sorting, distributing, handling, erection and construction of iron, steel, ornamental lead, bronze, brass, copper, all ferrous and non-ferrous metals. This includes anchors, anchor bolts, reinforcing steel in bridge approach pavements, steel expansion joints or plates that attach to structural steel, cableways, reinforcing steel in caissons, reinforcing steel in structures, fencing, deck grating, embedded metals, structural articles made of wire and fibrous rope, false work for temporary structural supports, post tensioning (including all unloading, placing of cable, pumping of grease and grout and operating of stressing jacks), stud shear connectors, steel railing, overhead sign structures. Hoists, lifts, stage equipment and stairway scaffolds for the exclusive use of the Iron Workers are also included.

Section 3. Jurisdictional Disputes. 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 International Representatives of the respective UNIONS shall attempt to settle the matter.

Where a jurisdictional dispute involves any UNION or EMPLOYER not a party to the procedures set forth by the present plan established by the Building and Construction Trades Department and is not resolved by the UNIONS and EMPLOYER involved, the dispute may be submitted to the National Labor Relations Board for settlement.

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 20 SAVINGS CLAUSE

Any provisions in this Agreement which are in contravention of any Federal, State, Local or County regulation or laws affecting all or part of the limits to which such law or regulation is in effect, shall be suspended. Such suspension shall not affect the operation of any other provision(s) covered by this Agreement, to which the law or regulations is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

ARTICLE 21 INDEMNIFICATION

Employees shall be indemnified by their EMPLOYERS against any claim or suits made against them for bodily injury, death or property damage while said employees are working without willful negligence within the scope of their employment. The responsibility for indemnification shall be on the individual EMPLOYER only.

ARTICLE 22 SAFETY REGULATIONS

Section 1. It is recognized there are important roles to be performed by the employees, union officials and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

Section 2. It is important to succeed in this cooperative effort because it is also recognized that failure can mean emotional and financial hardship to the employee and a threat to the security of his family.

Section 3. It is because of these mutual benefits that the employees, union officials and management pledge to do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedures and the commitment and cooperation of the parties to this Agreement.

Section 4. 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.

Section 5. Each Iron Worker shall be required to successfully complete the Ten-Hour OSHA Construction Safety and Health Course every two (2) years to maintain their safety awareness and competence. Employers may request referral of Iron Workers who have completed the Ten-Hour OSHA Course and refuse Iron Workers who have not completed the course without penalty.

Section 6. All Iron Workers 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.

ARTICLE 23 LIABILITY

It is mutually agreed by the parties hereto that any liability arising under this Agreement as between the EMPLOYER and the UNION shall be several and not joint.

ARTICLE 24 MANAGEMENT

All rights of management which are not specifically limited by the written provisions of this Agreement are retained and reserved by the Employer.

The management of the EMPLOYER'S work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work or other reasons is vested exclusively in the EMPLOYER (subject to Article 3, Union Security), provided, however, that this shall not be exercised for the purpose of discrimination against any member of the UNION or in any manner contrary to the provisions of the Agreement or law. The EMPLOYER may send a letter to the UNION explaining the reason for termination and requesting that the employee not be referred back.

ARTICLE 25 DISCRIMINATION

Section 1. Equal Employment Opportunity. The EMPLOYER and UNION agree not to discriminate against any employee, referral or applicant for employment because of race, religion, color, sex, age, creed, national origin, individuals with disabilities, Vietnam Era Veterans, disabled veterans, or any other characteristic protected by law.

Section 2. Union Membership. The EMPLOYER and the UNION agree not to discriminate against any employee, referral or applicant for employment because of membership or non-membership in a union, or reasonable and legitimate activities related thereto, to the extent consistent with the union security provisions of **Article 3**.

ARTICLE 26
PRE-JOB CONFERENCE

At the request of the UNION, EMPLOYERS shall be subject to a pre-job conference.

ARTICLE 27
MARKET RECOVERY

On jobs where non-signatory or bonafide non-union Employers are bidding against the Employer, the Employer agrees to employ Union Iron Workers and the following shall supersede the contrary provisions in this Agreement. All other terms and conditions of employment shall be as mutually agreed to between the Employer and the Business Manager of the Union.

1. The wages for work shall be as set forth in the project contract document for the duration of the project.
2. All overtime shall be paid in accordance with all applicable State and Federal laws in all cases.
3. One (1) hour show-up time and actual hours worked.
4. The EMPLOYER will furnish the UNION with written notice of all jobs bid under these provisions prior to beginning work on the project.

**ARTICLE 28
TERMINATION**

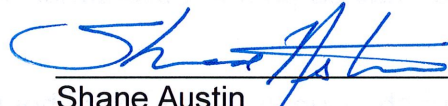
The conditions of this Agreement shall be effective and binding upon the EMPLOYER and UNION from May 1, 2019 until April 30, 2022 and shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the expiration of the original term of this Agreement, or any subsequent year for which the Agreement is in force unless either party gives written notice by registered mail to the other of its intention to modify or terminate this Agreement at least two (2) months but not more than four (4) months prior to the expiration date.

FOR THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS

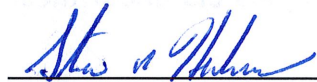
FOR LOCAL UNION #46 OF THE
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL,
ORNAMENTAL, AND REINFORCING
IRON WORKERS,
MACHINERY MOVERS AND RIGGERS


Chip Reyhan
Chair, Negotiating Committee


4-2-19
Date


Shane Austin
Business Manager

4/2/2019
Date


Steven V. Halverson
Co-chair, Negotiating Committee

4-02-2019
Date


Frank Kazenske,
Director of Labor Relations, AGCI

4/2/2019
Date

**Individual Contractors Signature Page
For Those Not Associated With The
Associated General Contractors of Illinois and/or Iron Workers Local Union No. 46**

Company Name (please print)

Name of Signing Party (please print)

Company Address (please print)

Email Address for Signing Party

Company Phone

Signature of Signing Party

Company Fax

Date Signed

**ADDENDUM A
IRON WORKERS LOCAL #46**

This ADDENDUM A lists the wages, fringe benefit contributions and deductions pursuant to Article 7, Article 8 and Article 9 in the Agreement by and between the **Associated General Contractors of Illinois and Local Union #46 of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers, Machinery Movers and Riggers** covering all construction, except Building Construction, effective May 1, 2019 through April 30, 2022.

| Effective: | May 1, 2019 | August 1, 2019 |
|---|--------------------|-----------------------|
| \$1.60 increase to be distributed as follows: | | |
| Journeyman Wages | \$33.64 | \$33.64 |
| Health & Welfare | \$10.30 | \$10.57 |
| Pension | \$ 9.40 | \$ 9.65 |
| Annuity | \$ 7.26 | \$ 6.74 |
| Joint Apprentice Training Fund (JATC) | \$ 0.70 | \$ 0.70 |
| IMPACT | \$ 0.21 | \$ 0.21 |
| AGCI Industry Advancement Fund (IAF) | \$ 0.20 | \$ 0.20 |
| UNION total package <u>[less IAF]</u> | \$61.51 | \$61.51 |
| EMPLOYER total package <u>[includes IAF]</u> | \$61.71 | \$61.71 |

Deductions:

1. Dues check-off: 3.5% of union total package [less IAF]
Ex. \$61.51 x 3.5% = **\$2.15** (example based on journeyman scale) per hour worked
2. International Organizing Assessment **\$0.08** per hour worked
Journeyman Wages \$33.64 x 0.25% per hour worked
3. Iron Worker Local 46 Target Program \$0.20 per hour worked.
4. Iron Workers Local 46 Vacation Fund \$0.85 per hour worked.
Effective August 1, 2019: Iron Workers Local 46 Vacation Fund \$1.00 per hour worked.

Foreman not less than \$1.75 per hour above journeyman scale
General Foreman not less than \$0.75 per hour above regular foreman scale

Future increases:

Effective May 1, 2020: \$1.60 to be distributed for a union total package [less IAF] of \$63.11
 Effective May 1, 2021: \$1.65 to be distributed for a union total package [less IAF] of \$64.76

**FOR THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS:**

**FOR LOCAL UNION #46 OF THE
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL,
AND REINFORCING IRON WORKERS,
MACHINERY MOVERS AND RIGGERS:**


 Frank Kazenske Date
 Director of Labor Relations


 Shane Austin Date
 Business Manager