

**EGYPTIAN CONTRACTORS ASSOCIATION OF ILLINOIS AND
THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS**

AND THE

IRONWORKERS LOCAL #782

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL
ORNAMENTAL AND REINFORCING IRON WORKERS**

**COVERING HEAVY, HIGHWAY, UTILITY, AND BUILDING WORK IN THE
JURISDICTION OF IRONWORKERS LOCAL #782 IN SOUTHERN ILLINOIS**

EFFECTIVE AUGUST 1, 2019 THRU JULY 31, 2022

SCOPE OF AGREEMENT

This Agreement contains all of the provisions agreed upon by the Employers and the Union covering heavy, highway, utility and building work in the jurisdiction of Ironworkers Local 782 in Southern Illinois.

This Agreement made and entered into effective August 1, 2019, by and between The Egyptian Contractors Association of Illinois and the Associated General Contractors Of Illinois hereinafter referred to individually as ASSOCIATION and on behalf of those contractors who have assigned their bargaining rights to them, and Ironworkers Local No. 782 of the International Association of Bridge, Structural and Ornamental Ironworkers, hereinafter referred to as the UNION.

A separate Agreement with EGYPTIAN CONTRACTORS ASSOCIATION AND OR ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS covers LOCKS, DAMS, BRIDGES, AND OTHER MAJOR WORK on the Mississippi and Ohio Rivers.

PREAMBLE

This Agreement is entered into by bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and to prevent waste, unnecessary and unavoidable delays, and expenses, and so far as possible, to provide for labor's continuous employment to be in accordance with wages herein agreed upon; that stable conditions may prevail in the construction industry and that costs may be as low as possible consistent with fair establishment of the necessary procedures by which these ends may be accomplished. It is further agreed that the liability of the Employers who accept, and adopt or sign the Agreement of facsimile thereof, shall be several and not joint.

It is mutually agreed that there shall be no strikes authorized by the Union, except for the refusal of either party to submit to arbitration in accordance with Article 19 or failure on the part of either party to carry out the award of the Board of Arbitration.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation, provided, however, it shall not be in violation of any provisions of this agreement for any person covered by this agreement to refuse to cross or work behind the picket line of any affiliated union which has men authorized by the International of the Union.

It is agreed and understood that the employer has the sole and exclusive right to manage his business without limitation in any manner whatsoever unless limited by a specific provision of this Agreement. It is further agreed and understood that the employer has the sole right to: determine the number of employees; make work assignments (as stipulated in Article 20), direct the employees as to when, how and where they will be employed; determine the methods, machine processes, tools, labor-saving devices and materials to be used; judge the satisfactory performance of work; make and enforce reasonable rules for the maintenance of discipline, order and efficiency.

ARTICLE 1 EFFECTIVE DATE

This Agreement becomes effective August 1, 2019, and shall be in effect until and including July 31, 2022.

ARTICLE 2
TERRITORY JURISDICTION

The territory covered by this Agreement shall be the territorial jurisdiction of Local No. 782 in the State of Illinois. The Counties covered by this jurisdiction are pictured in a map in this Agreement.

ARTICLE 3
UNION RECOGNITION

The Business Manager of the Union shall be permitted to visit all jobs, but must in no way interfere with the progress of work.

ARTICLE 4
MEMBERSHIP MAINTENANCE

All present employees who are members of the Union shall remain members of the Union in good standing as a condition of employment, all present employees who are not members of the Union may become and remain members of the Union not later than the 8th day of the execution of this Agreement as a condition of employment, that all new employees may become and remain members of the Union not later than the 8th day after their respective hiring date as a condition of employment provided, however that the Union shall comply with Labor-Management Relations Act of respect to Union Security and the Labor-Management Reporting Disclosure Act of 1959.

It is further agreed that in the event any employee employed under the terms and conditions of this Agreement does not comply with the above section, the part of the second part shall notify the employer in writing requiring discharge of said employee. Provided, further that no Employer of the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues, assessments and the initiation fees, uniformly required as a condition of acquiring membership.

ARTICLE 5
EMPLOYEE PROCUREMENT

A. The employer retains the right to reject any job applicants, but when an employee is rejected or laid off and not for rehire that he be given a letter at the time of lay-off or rejection stating why and a copy be sent to the Business Manager of same.

B. The parties to the agreement post in places where notices to employees and applicants for employment are customarily posted, all provisions related to the functioning of any hiring arrangement.

Before starting construction and during the progress of the work, the Employer agrees to notify the Business Manager of the Union as to the number of Ironworkers that will be employed and the said Business Manager agrees to recommend Ironworkers who are experienced and efficient in the operation of the tools of their trade.

Any person who claims discrimination shall file an appeal within ten (10) days from the time of the (claims) discrimination with the party of this agreement so charged. Such an appeal shall be heard by a Board composed of one representative of the Employer, one representative of the Union, and a third neutral Board Member to be chosen by the other two members, which Board shall proceed to hear the appeal within one week after the appeal is filed with the party thereto charged with discrimination and said Board shall render a final decision within three (3) days after said hearing on appeal.

It shall not be the policy of the Union to encourage employees to transfer from one employer to another employer when work is still available with his current employer.

C. The Employer reserves the right to call back by name any employee who is a member in good standing of local #782, if available, that has worked for him in the past twelve (12) months.

D. When a physical examination is required by an employer, an agreement will be reached between the associations and Union Local #782.

**ARTICLE 6
WAGE RATES**

Effective August 1, 2019, the following minimum hourly wage rates shall apply to classification of International Association of Bridge, Structural and Ornamental Ironworkers Local Union No. 782.

	8-1-2019	8-1-2020	8-1-2021
Wage	\$31.66		
Health & Welfare	\$10.57		
Pension	\$ 9.65		
Annuity	\$ 5.00		
Apprenticeship	\$.50		
ECA IAF	\$.16		
AGC IAF	\$.16		
IMPACT	\$.20		
Market Recovery	\$.24		
EBOLT	\$.10		
Total Pkg.	\$58.24	\$59.69	\$61.18

The increases on 8/1/2019, 8/1/2020, and 8/1/2021 of \$1.42, \$1.45, \$1.49 respectively, will be distributed with proper notice to ECA and AGCI at least 30 days prior to August 1st each year.

IMPACT - Each year as part of the annual increase, the hourly IMPACT amount will change to reflect the five eighths of one percent (5/8 of 1%) of wage amount.

Any changes in the Annual Distribution of wages, welfare, pension, annuity, ECA IAF, AGC IAF & APPR from the specified amount in the contract must be done with a (30) day notice from the Union to the Associations for their approval. Also Egyptian Contractors Association, Associated General Contractors of Illinois and Ironworkers Local #782 agree that all prevailing wage(s) and fringe benefit(s) submitted to the Illinois Department of Labor must have both Egyptian Contractors Association and Ironworkers Local #782 as signing parties.

Dues Check-off is three and one quarter(3 ¼) % of the Total Package.

The Employer shall deduct a dues check-off and pay the APPR, IMPACT, ECA IAF, and AGC IAF for all journeyman and apprentices and remit these funds on the reporting form provided by the Union.

This money shall be paid by the 20th of the following month or a ten percent (10%) penalty shall be imposed. The union will be responsible for any litigation arising from the dues check off from the paycheck of any ironworker. Work Assessment and IMPACT, Market Recovery, ECA IAF, AGC IAF and APPRENTICE checks are payable to Ironworkers Local #782, 2424 Cairo Rd., Paducah, Kentucky 42001. Forms can be obtained from Local #782.

EBOLT Drug Screening: The EBOLT hourly amount of ten cents (\$.10) will apply throughout the contract unless the trustees decide to reduce or increase the rate. The trustees of EBOLT will notify the Union and the Contractor Associations who are party to this contract with at least a 60-day notice of such changes as they might determine. Payment to the EBOLT TRUST FUND should be mailed to P.O. Box 190, Carbondale, IL 62903 by the 15th of the month following the worked hours. Forms may be obtained from the Local #782.

Foreman: Not less than two dollars (\$2.00) above Journeyman's scale.

General Foreman: Not less than three dollars (\$3.00) above Journeyman's scale.

Apprentice wage: According to the following percentage of Journeyman scale;

1 st nine months - 70%	4 th nine months - 85%
2 nd nine months - 75%	5 th six months - 90%
3 rd nine months - 80%	6 th six months - 95%

APPRENTICE RATIO:

There shall be no more than one (1) apprentice to every four (4) journeymen.

On Ornamental Work, which is normally performed by two (2) ironworkers, 1 may be an apprentice.

The ratio of apprentices to journeymen may be adjusted higher by approval of the Union.

ARTICLE 7 PAYMENT OF WAGES

The regular payday shall be once a week and the wages shall be paid before quitting time, and wages are to be paid in check, direct deposit or other legal tender at the employees' discretion and written approval.

Employers may withhold not more than five (5) days wages, excluding Saturday and Sundays, to prepare the payroll. When an ironworker is fired or laid off, his check shall be in the mail postmarked within forty-eight hours. When employees quit of their own accord, they shall wait until the regular payday for the wages due them. A man will not be required to check out on his own time on layoffs or dismissals.

Any undue delay in payment or loss of time caused the employees through no fault of their own shall be paid for by the employer causing such delay, at the regular straight time wages. Accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, the amount of each deduction, the purpose thereof, and the net earnings. The Employer shall mail W-2 forms of statements of earnings and deductions to employees for wages of the preceding year to comply with Federal Law.

Bond Requirements: Any Contractor doing business in the jurisdiction of Local 782 that at any time fails to pay benefits in accordance with the appropriate fund documents, shall at the unions discretion, obtain and maintain during the term of this Agreement and being renewed yearly, an approved surety bond in the amount of fifty thousand dollars (\$50,000) to guarantee their employees working under this Agreement the payment of wages and fringe benefits, including Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Training Fund, Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, Egyptian Contractors Association Industry Advancement Fund (ECA IAF), Associated General Contractors of Illinois Industry Advancement Fund (AGC IAF), and Supplemental Dues Check-off. The Employer shall be responsible for payment of the Bond premium

covering the term of this agreement and shall be renewed yearly. The original copy of the Bond shall be filed with the Union, with copies of said Bond to be filed with the various trust funds to which it shall be applicable. Such Bond shall provide that it shall not be canceled without a thirty (30) day's prior written notice to the Union. The Union shall apply the above requirements on a uniform basis. This Surety Bond shall be invoked after sixty (60) day delinquency.

In the event of failures, defaults or refusal of the Employer to meet his obligations to their employee of the Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Training Fund, Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, Egyptian Contractors Association Industry Advancement Fund (ECA IAF), Associated General Contractors of Illinois Industry Advancement Fund (AGC IAF), and Supplemental Dues Check-off, after written notice to the Employer and bonding company, may file claim to obtain payment, costs and reasonable attorney's fees there from 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 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 shall remain in full force and effect for a period of one (1) year or until payment of wages and fringe benefits including Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Training Fund, Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, Egyptian Contractors Association Industry Advancement Fund (ECA IAF), Associated General Contractors of Illinois Industry Advancement Fund (AGC IAF), and Supplemental Dues Check-off payments have been satisfied.

ARTICLE 8 HEALTH AND WELFARE PAYMENTS

It is agreed that all employers signatory hereto shall pay the negotiated rate per hour for each hour worked by employee, for all employees. This shall be used exclusively to provide Group Life Insurance, Accidental Death and Dismemberment Insurance and Temporary Disability Benefits to eligible employees and their dependents in such form and amount as the Trustees of the Welfare Fund may determine; and to provide funds for the organization and administration expenses for the Welfare Fund. The said Welfare Fund shall be administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this agreement as though set forth here at length. It is agreed any employer who is delinquent over thirty (30) days on Welfare and Pension payments will be held for any and all claims which may arise out of this delinquency.

ARTICLE 9 PENSION FUND PAYMENTS

There shall be a negotiated rate per hour for a Pension Fund. Funds to be administered as agreed upon by the Trustees of the St. Louis District Council and Vicinity. The said Pension Fund shall be administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this agreement as though set forth here at length. It is agreed any employer who is delinquent over thirty (30) days on Welfare and Pension payments will be held for any and all claims which may arise out of his delinquency.

ARTICLE 10 ANNUITY FUND

There shall be a negotiated rate per hour for an annuity fund as determined by the Union, contributed by the Employer to the Iron Workers St. Louis District Council Annuity Fund. The administration of such contributions shall be governed by the terms of the trust agreement creating the

Iron Workers St. Louis District Council Annuity Trust Fund. Such contributions shall be reported on the same form as Pension and Welfare contributions. Annuity Fund contributions shall be paid by separate check.

ARTICLE 11
IMPACT CONTRACT CLAUSE

Five eighths of one percent (5/8 of 1%) of the existing wage rate will be contributed to the 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. 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.

In the event any said fund fails to comply with applicable laws or retain its tax exempt status with the IRS, the employer shall cease making contributions and shall pay said amounts directly to bargaining unit employees as wages.

ARTICLE 12
WORKDAY AND OVERTIME

1A. Hours of work:

Eight (8) hours shall constitute a day's work between 7:00 a.m. to 5:00 p.m. from Monday to Friday inclusive, except in territories where a shorter workday prevails among the majority of the construction trade unions on construction work. Noon hour may be curtailed by agreement with the men on the job and the contractor or his representative.

2A. Four-tens:

The workweek shall be 40 hours, Monday thru Friday. All work in excess of 40 hours in one week shall be paid at the applicable overtime rate. The Employer shall not employ a second crew to circumvent overtime pay after 40 hours. At the Employer's option the workweek can consist of five eight hour days or four ten-hour days. This option will apply only if the Iron Worker is the only trade on the jobsite or if all other crafts on the jobsite are working four ten-hour days. In case of bad weather, equipment breakdown, or Holiday, Friday will be a makeup day. If the Employer works five eight hour days, all time over eight hours in one day will be paid at the overtime rate. If the Employer chooses to work four ten-hour days, all time over ten hours in one day will be paid at the overtime rate. Exceptions to this arrangement will be as agreed to by the Employer and the employees. If work is suspended during the day due to equipment breakdown or weather, the employees shall be paid two (2) hours plus actual hours worked in one half hour increments. If the suspension is not weather related or equipment breakdown (layoff, job shutdown, etc.) the (2-4-6-8-10) clause applies. In the event inclement weather or equipment breakdown causes the suspension of work for a full day, Monday thru Thursday, Friday may be used as a makeup day. The workweek shall start on the first shift on Monday and end on the last shift on Sunday. If other crafts on a project are using Saturday to accomplish the 40-hour week the Ironworkers will work same schedule if needed.

1B. Shift Work:

When two (2) shifts are employed, the first shift shall work eight (8) hours for eight (8) hours pay and the second shift shall work seven and one-half (7 ½) hours for with (8) hours pay at the regular time. When three (3) shifts are employed, the first shift shall work eight (8) hours for eight (8) hours pay and the second and third shifts shall work seven (7) hours for eight (8) hours pay at the regular time. When multiple shifts are worked on Saturday, Sunday or a recognized holiday, the above shift clause shall apply except that time and one-half shall be paid for the first ten (10) hours worked on Saturday on each shift. On all shift work performed on Sunday or recognized holidays, the overtime rate of double

time shall start with the beginning of the regular day shift on Sunday or recognized holiday and ending at the regular start of the next regular workday. Not more than one (1) shift shall be allowed on jobs of less than three (3) consecutive day duration except in case of emergency, which shall be decided by the General Executive Board. This applies to two or more shifts.

When Ironworkers are ordered by the Employer or his Representative to report for shift work and through no fault of the Ironworkers are not put to work or employed for less than regular shift hours, the Employer shall pay him for eight (8) hours. This Article applies to all work in connection with shift jobs. After the first working day of shift work Article 12 shall apply.

2B. Heavy and Highway Night Work:

When shifts are required, the first (1st) shift will work eight (8) hours at the regular straight time rate. The second (2nd) shift will work eight (8) hours at the regular straight time rate plus a two (\$2.00) dollar per hour shift premium. The third (3rd) shift will work eight (8) hours at the regular straight time rate plus a two dollar and twenty five cent (\$2.25) per hour premium. A thirty (30) minute lunch period for all shifts will be agreed to by the Employer and the Union and will not be considered time worked.

All shifts considered special shifts and/or night work only, and the shift is outside the normal 7:00 am to 5:00 pm work day will be considered second shift (2nd) and the two dollar (\$2.00) per hour shift premium will be paid.

C. Overtime:

Time and one-half shall be paid for the first two (2) hours of overtime work on any regular eight (8) hour day and any work performed before regular starting time and after regular quitting time and for the first ten (10) hours on Saturday. All work done in excess of ten (10) hours on regular work days, over ten (10) hours on Saturday, and all work done on Sundays and recognized Holidays shall be double time.

Changes in work hours per day in special cases not to exceed eight (8) hours per day may be made to meet special conditions after mutual agreement between the Employer and the Union.

When employees are required to work more than ten hours, they shall be allowed one-half (½) hour supertime at the overtime rate and they shall be allowed an additional one-half (½) hour for supertime at the overtime rate for every four (4) hours worked thereafter. Supertime, however may by mutual agreement, be changed to correspond with that of the majority of the crafts employed on any particular job.

D. Rest Period:

There shall be a ten (10) minute rest period in the mid-morning and again in the mid-afternoon as close as possible to the stated times while still accommodating the contractors need. These breaks may be staggered if necessary to keep from interfering with productivity.

The rest period shall be optional on Heavy and Highway work and shall be discussed at the pre-job conference to be able to waive the rest periods.

ARTICLE 13 REPORTING TIME PAY, PAY FOR A PARTIAL DAY'S WORK

A. When an Ironworker is ordered by the Employer or his representative to report for work and then through no fault of such Ironworker is not put to work or employed for less than two (2) hours, the Employer shall pay him two (2) hours time, provided such Ironworker remains on the job during the said two (2) hours. This reporting time shall not apply provided the Employer calls the employee a minimum of one and one-half (1½) hours before starting time. In the event the employee has no telephone, he shall call collect. The one and one-half (1½) hour notice may be increased if additional time is needed for an employee to receive said notification prior to his leaving home so as to arrive on the job prior to starting time. If the employee elects to go home, he will only be paid for the time spent on the job. If the employee works over two (2) hours, four (4) hours time shall be paid provided he remains on the job unless told to do. If the employee works over four (4) hours, six (6) hours time shall be paid provided he remains on the job, unless told to do otherwise. If the employee works over

six (6) hours he will be paid eight (8) hours time, provided he remains on the job unless told to do otherwise. The above (2-4-6-8) clause applies if it is weather-related or failing weather. The two (2) four (4) and eight (8), i.e. (2-4-8) clause shall be applied when it is not related to the weather or equipment breakdown such as (layoff, job shut down, etc.).

B. Notwithstanding the contents of the above paragraph the General Executive Board shall approve all allowances of reporting time in case where the Local Union and the Employer agree to the allowance on such reporting time.

ARTICLE 14 HOLIDAYS

All work performed on Sundays and recognized holidays shall be double time. No work shall be performed on Labor Day except to save life or property. The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day shall be observed November 11, Thanksgiving Day, Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday.

ARTICLE 15 FOREMEN

When two (2) or more Ironworkers are employed, one shall be selected by the Employer to act as foreman and receive foreman's wage, and the foreman is the only Representative of the Employer who shall issue instructions to the workmen. When nine (9) journeymen are employed by one employer on a given project, there shall be two (2) foremen, and when seventeen (17) journeymen including two (2) foremen are employed under like conditions, there shall be in addition to the two (2) foremen, a general foreman whose duties will be supervisory only. When more Journeymen Ironworkers and foremen are employed, the same ratio will apply. Apprentices shall not be counted towards the above foreman requirements.

ARTICLE 16 STEWARDS

There shall be a steward on each job who shall be appointed by the Business Manager. He shall keep a record of the workers laid off and discharged and take up all grievances on the job and try to have same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the Business Manager, who shall see that the provisions of this Agreement are complied with and report to the Union the true conditions and facts. The Steward and Employer 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 officers of the Union and Employer. 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 Steward will be the last journeyman laid off, provided he is capable of performing the work in question.

ARTICLE 17 HEALTH AND SAFETY

A. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in the collective bargaining agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the employer to insure compliance with safety and health standards and rules.

B. When the Employer specifies that a particular hard hat shall be worn, then the Employer shall be responsible for furnishing same. The employee must wear appropriate safe footwear and clothing for the work to be performed. At the employers' discretion, all employees shall be responsible to wear appropriate safety gear such as steel-toed boots, ear and eye protection. All upper body apparel must have a minimum sleeve length of 6 inches. Employer will provide all required safety equipment except steel-toed boots which will be the responsibility of the employee.

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

D. When iron is loaded 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.

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

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

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

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

I. The use of personal communication devices such as cellular phones and audible pagers are 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 device must turn it off or not carry such device during work hours. Employees will have access to communication devices for emergencies. Exception to this policy can be made for ongoing personal emergencies such as imminent childbirth, by the employee's supervisor.

J. Each Ironworker shall have successfully completed the ten-hour OSHA construction safety course and thereafter renew same every three years. Employers may request Ironworkers who have completed the ten-hour OSHA course and refuse Ironworkers who have not completed the course without penalty.

ARTICLE 18 SUBCONTRACT CLAUSE

The Employer agrees not to subcontract or sublet any work covered by this Agreement to any person, firm or corporation which will not follow the terms and conditions of this Agreement.

ARTICLE 19 GRIEVANCES AND DISPUTES

In order to promote harmony and uniform interpretation of this working agreement, the parties agree that in all grievance procedures the Employer Representative shall be jointly appointed by the Egyptian Contractors Association of Illinois and Associated General Contractors of Illinois. The employer with whom the dispute exists will be allowed to be present or to be represented. There shall be no stoppage of work on account of any difference which might occur between the Employer and the Union regarding interpretation of this agreement. Any dispute as to the proper interpretation of this Agreement shall be handled in the first instance by a Representative of the Union and Employer, and if they fail to reach a settlement within five (5) days, it shall be referred to a Board of Arbitrators

composed of one (1) person appointed by that the two (2) so appointed arbitrators are unable within two (2) days to agree upon a third arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which the third member shall be selected. The decision of the Board of Arbitration shall be final and binding upon both parties. The Board of Arbitration shall have jurisdiction over all questions involving the interpretation and application of any section of this Agreement. It shall not, however, be empowered to handle negotiations for a new agreement, changes in wage scale, or jurisdictional disputes and shall not be empowered to add or detract from the express provisions of this agreement. Each party shall individually pay the expenses of the arbitrator it appoints and the two parties shall jointly share the expense of the third arbitrator. The provisions of this grievance and arbitration clause shall not authorize the awarding of any damages to any employer, but this provision shall not limit in any way the right of the employer to seek damages in an appropriate court action.

ARTICLE 20 JURISDICTIONAL DISPUTES

Nothing in this Agreement shall be construed to define or determine by craft or work jurisdiction or the recognition thereof by the Employer. During the period when the Employer and the Union are not signatory to a common voluntary method to process jurisdictional disputes, the Employer and the Union shall adhere to the following procedures.

- A. Where a decision of record applies to the disputed work, or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record.
- B. Where a National Agreement of Record between the disputing trades applies, the Employer shall assign the work in accordance with such Agreement Record.
- C. Where no decision or Agreement of Record under A. or B. applies, the Employer shall assign the disputed work in accordance with the established work practice in the area covered by this agreement.
- D. There shall be no stoppage or slow down of work on the part of the Union, and no lockout on the part of the Employer, because of any jurisdictional dispute arising during the term of this agreement.
- E. The failure of either the Employer or the Union to abide by the above procedures shall be considered a violation of this Agreement.

ARTICLE 21 MODIFICATION OF AGREEMENT

This Agreement, with any amendments thereof as provided for therein, shall remain in full force and effect from August 1, 2019 until July 31, 2022 and unless written notice is given by either party to the other at least four (4) months prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year therein after. In the same manner, this agreement with any amendments thereof shall remain in effect from year to year thereafter, subject to any termination at the expiration of any contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as here above provided for in this article, whether specifying, a desire to terminate or to change at the end of the current contract, shall have the effect of terminating this Agreement at such time.

ARTICLE 22 SAVING CLAUSE

Should any part or any provisions herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree of a court, or Board of competent jurisdiction, such validation of such part or portion of this agreement shall not invalidate the remaining

portions thereof; however, upon such invalidation, the parties signatory hereto agree to meet to renegotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 23 NON-DISCRIMINATION

Selection of applicants to jobs shall be on a non-discriminatory basis based on qualifications alone without regard to race, creed, color, age, disabilities, national origin, sex or religion, Vietnam era veteran nor qualified disabled veteran or qualified individuals with disabilities or any other characteristic protected by law, and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligations of union membership, policies, or requirements.

ARTICLE 24 GENERAL CONDITIONS

A. If the employer so elects employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive transportation, traveling expenses and time, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular wage rate for such time, or such employees shall be shipped back to the shipping point with time and transportation paid by the employer.

B. The employer shall furnish suitable drinking water at all times, and each job of sufficient size and length of time to justify same, shall be provided with a shed or room for employees to change their clothes and keep their tools, and suitable toilet facilities shall be provided. In the summer, ice shall be provided for the drinking water. Heat shall be provided for the shed in winter.

C. The employer will, at all times, provide Workman's Compensation and Unemployment Insurance.

D. It is further agreed that the employees shall not contract, subcontract, work piece work for less than the scale of wages established by this Agreement. The employer agrees not to offer and/or pay and the employees will not accept a bonus based on specific performance on any individual job.

E. Employees employed on ornamental work shall furnish for their own use, all necessary hand tools to enable them to effectively install such work. Employees shall furnish for their own use, all necessary hand tools to enable them to effectively perform their work. The following items shall be furnished by all employees: structural ironworker belt with bolt bas, ¾" spud wrench, ⅞" spud wrench, 12" crescent wrench, 6 foot reel, bull pin, pliers, 2 or 4 pound beaters, and hard hat. Tools broken or lost on the job through no neglect of the employee shall be replaced by the Employer. The Employer shall furnish all power tools.

F. Ironworkers shall be employed on all work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, carrying and tying of all material used to reinforce concrete construction, except loading and unloading by hand, shall be under the supervision of an Ironworker.

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

H. When structural steel on buildings, bridges and other structures is dismantled and demolished and power equipment (derricks, cranes, riggings, etc.) is used in the dismantling of the structural steel, the handling and loading of same shall be done by Ironworkers.

I. The sorting, distributing and handling of all material coming under the jurisdictional claims of the union in or about the job or at storage points shall be done by Ironworkers in accordance with this Agreement.

J. No Ironworkers shall be permitted to receive wages for more than one job at the same time.

K. The removal of journeymen Ironworkers and apprentices from a job in order to render assistance to other local unions to protect legal union principles shall not constitute a violation of these rules provided such removal is first approved by the General Executive Board and notice thereof is first given to the Employer involved.

ARTICLE 25 PRE-JOB CONFERENCE

When a pre-job conference is desired by the Union or Employer the Association will be notified prior to setting of such pre-job conference and may be represented at same if desired.

ARTICLE 26 JOINT APPRENTICESHIP AND TRAINING FUNDS

It is agreed by the employers and the Union that the employer shall contribute a sum not to exceed fifty (.50) cents per hour for all the hours worked, for each of the covered employees, for the purpose of the JOINT APPRENTICESHIP AND TRAINING PROGRAM, which funds shall be dedicated to the purpose of apprenticeship, advanced craft training and education, public relations and other educational and informational betterment of such employees and the common good of the construction industry. The contribution rate to said fund can be adjusted by the JATF TRUSTEES annually. This JATF FUND shall be constituted in such manner that the payments to such Foundation shall be a contribution under the Internal Revenue Code of the United States and shall conform to all laws of the United States and its Subdivisions and Agencies.

ARTICLE 27 INDUSTRY ADVANCEMENT FUNDS

Egyptian Contractors Association Industry Advancement Foundation: It is further agreed by the Employer and the Union, that, effective August 1, 2019 the Employer shall pay an additional sum, not to exceed sixteen cents (.16) per hour worked, for each of the covered employees, as an Industry Advancement Fund. Further, the Union agrees that should it enter into any written agreement within the territory herein set forth with an Employer not signatory to this Agreement, which covers work normally performed by signatory to this Agreement, it shall require the non-signatory Employer to pay the sixteen cents (.16) per hour for each hour worked, for each covered employee, to the same Industry Advancement Fund cited herein. This fund shall be forwarded to the same agency as above and shall be so designated by the Egyptian Contractors Association Industry Advancement Foundation. This Foundation shall be constituted in such a manner that the payments to such Foundation shall be a contribution under the Internal Revenue Code of the United States and its subdivisions and agencies.

Associated General Contractors of Illinois Industry Advancement Foundation: the employer agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (AGC IAF) the sum of sixteen cents (.16) 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.

The Contributions to the AGC 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.

The activities of the AGC 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.

Upon request, the Employer hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this Article.

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 28 POURS

It is agreed there will be at least one (1) Ironworker if work is to be done in reinforcing in the concrete pour, during the pouring operation. It is understood if, in the opinion of the Employer's representative and Steward that more Ironworkers are needed on the pour, more Ironworkers will be employed.

If there is other iron work available nearby, it is agreed that this Ironworker may be used on this work providing it is close enough for this Ironworker to keep the reinforcing in the pour under surveillance.

With the approval of the Business Manager or the Steward of the job, in special instances or small pours, no Ironworker is required.

ARTICLE 29 WELDERS AND HELPERS

All Welders and Burners are required to have a journeyman or an apprentice for a helper for the necessary laying-out of work, hanging of scaffolding and safety protection of Welders and Burners. The Welders and Helpers shall work as a unit at all times. If Welders and Burners are performing work on the ground, the above can be waived, but the contractor specifically agrees that no other craft or any part of the supervision will be permitted to help Welders and Burners.

If the job is more than ten (10) days duration, the Employer will furnish welding gloves, sleeves, jackets, and/or aprons.

The Employer agrees if the type of work requires certification, the Employer will bear all the expense, and the certification papers will be given the welder at the end of the job, or if the welder is laid off, before. There shall be no more than one (1) apprentice to every four (4) Journeyman welders.

ARTICLE 30 IRONWORKERS REQUIRED ON GUY STIFF LEG DERRICKS, MOBILE OR HAND OPERATED RIGS

No less than six (6) men and a foreman shall be employed around any guy and stiff leg derrick used on steel erection. On all mobile or power operated rigs of any description, no less than four (4) men and a foreman shall be employed on work coming within the jurisdiction of the Ironworkers. The above size crew does not apply to reinforcing steel or use of A-frame or winch truck when not used for structural steel erection, or if accepted rules of safety are not violated. In special instances of small items of steel

erection work with the approval of the Business Manager and the contractor's representative, the above minimum crew can be waived. In special instances of small items of pre-cut erection work with the approval of the Business Manager or Steward, a reasonable number of men will be used.

HAND OPERATED GIN POLES AND SASGEN POLES

For setting of structural steel with hand operated gin poles and sasgen poles where the work is of six (6) hours duration or more on one job, no less than four (4) men and a foreman shall be used. For setting light structural steel and miscellaneous iron weighing less than 1,200 pounds, total lintels, reinforcing steel, bar joists, etc., with hand operated gin poles and sasgen poles, no less than three (3) men and a foreman shall be used. In special instances of small items of steel erection work with the approval of the Business Manager, the above minimum crew sizes can be waived. In special instances of small items of pre-cast erection work with the approval of the Business Manager, or Steward, a reasonable number of men will be used.

ARTICLE 31 WORK DEFINED

This agreement shall cover all Ironworkers work in connection with the following: The fabrication, erection and construction of iron and steel, ornamental lead, bronze, brass, copper and aluminum, reinforced concrete structure or parts thereof, bridges, viaducts, inclines, dams, docks, dredged, vessels, lock gates, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, smoke conveyors, pen stocks, flag poles, drums, shafting, fur, and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, scales, vats, enamel tanks, tanks, towers, pan, hoppers, plates, anchor caps, corbels lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction, domes, rolling shutter, curtains, frames, kalomined and iron doors, cast tiling, air ducts, dust and trench plates and frames, wire work, railing, including pipe guards, fencing work, grill work, sidewalks and vaults, lights skylights, roofs, canopies, marquees, awnings, elevator and dumbwaiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, sash, frames, lockers, racks, bookstacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways, ventilators, boxes, fire escapes, signs, jail cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets attached to steel frames, frames in support of boilers, material altered in field, such as framing, cutting, bending, drilling, burning, and welding, including by acetylene gas and electric machines, metal forms and false work pertaining to concrete construction, sectional water tube and tubular boilers and stokers, traveling sheaves, vertical hydraulic elevators, bulk heads, hoists, the making and installation of articles made of wire, and fibrous rope, rigging in shipyards, vessels and Government Departments, false work, travelers, scaffolding, pile drivers, sheet piling, derricks, cranes, the erection, installation, handling and operating of same on construction work, railroad bridge work including maintenance, the moving, hoisting and lowering of machinery, the placing of same on foundations, including the bridge cranes, building piers, and vessels, the loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of the above and housesmith work and submarine diving, in connection with or about same, the erection of steel tower, chutes, and spouts for concrete where attached to towers and the handling and fastening of the cables and guys for same, the racking, sorting, cutting, handling, hoisting, placing, and tying of iron, steel, and metal used in reinforced concrete construction including mesh for floors, arches and making of hoops and stirrup metal forms and metal supports thereof.

ARTICLE 32 NON-PRESCRIPTION DRUGS AND ALCOHOL

Provisions for employee drug and/or alcohol testing are outlined in the EBOLT DRUG SCREENING POLICY and procedures required in documentation by project owners. Drug and/or alcohol testing

may consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act. EMPLOYEES REFUSING TO CONSENT TO SUCH SCREENING SHALL BE DEEMED TO HAVE VOLUNTARILY QUIT.

The employer agrees to be bound by and a party to the agreement and declaration of trust creating and establishing the EGYPTAIN BUILDERS AND ORGANIZED LABOR TOGETHER (EBOLT) substance abuse screening trust fund, and all amendments thereto, in the same manner and with the same effect as if the employer had executed such agreement and declaration of trust. The employer hereby designates as his representative such trustees as may be, from time to time, appointed to serve as employer trustees therein. The address for EBOLT is P.O. Box 190, Carbondale, IL 62903.

Each employer agrees to make contributions set forth in the current wage addendum to the above referenced fund for each hour worked by covered employees.

The employer shall make transmittal of contributions within the time period specified in the EBOLT SCREENING TRUST FUND POLICY. Furthermore, the employer shall complete, prepare and furnish upon such forms, the information regarding hours worked by each craft and, if applicable, the number of non-bargaining unit employees tested in the month covered by the report.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year written above in the territorial boundaries of Ironworkers Local 782.

ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

Frank Kogenske 7/9/2019

EGYPTIAN CONTRACTORS ASSOCIATION OF ILLINOIS

Brian Rehb

IRONWORKERS LOCAL UNION NO. 782

Stuart Kendallman

FOR USE BY CONTRACTORS NOT MEMBERS OF EGYPTIAN CONTRACTORS
ASSOCIATION OF ILLINOIS OR ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
AGREEMENT

The undersigned as an Employer and the undersigned Union hereby adopt and agree to be bound as Employer and Union, respectfully, by all of the provisions of the attached Collective Bargaining agreement and by all modifications, amendments, changes, renewals and extensions thereof at any time made so long as the same remain in force.

The Employer hereby ratifies and agrees to be bound by all of the terms and provisions of the Ironworkers Health and Welfare, Pension, Apprenticeship and Journeyman Upgrading, and all amendments thereto and modifications thereof as though as original Employer to said Trusts. Without limiting the foregoing, the Employer agrees to make required contributions and monthly reports to the Ironworkers Health and Welfare, Pension, Apprenticeship and Journeyman Upgrading.

PAYDAY

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

Employers may withhold not more than five (5) days wages, excluding Saturdays and Sundays, to prepare the payroll. When employees are laid off, or discharged, they shall be paid in full in check or other legal tender on the job immediately, and if required to go to some other point or 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.

A man will not be required to check out on his own time on layoffs or dismissals.

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

Accompanying each payment of wages shall be a separate statement identifying the employer showing the total earnings, the amount of each deduction, the purpose thereof and net earnings. The Employer shall mail W-2 forms of statements of earnings and deductions to Employees for wages of the preceding year to comply with Federal Law.

When using 4-10s the week shall start with the first shift on Monday and end with the last shift on Sunday.

This ____ day of _____, 20__.

EMPLOYER

UNION

Name of Company

Ironworkers Local No. 782-AFL-CIO

Street Address

2424 Cairo Rd., Paducah, KY 42001

City and State

Zip

Stuart Rendleman, EST-BM

Phone Number

Jason Hill, President

Signature of Authorized Representative