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2002 - 2005

AGREEMENT

between

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL & ORNAMENTAL IRONWORKERS
LOCAL UNION # 386
1108 FIRST STREET
LA SALLE, ILLINOIS

and

ILLINOIS VALLEY CONTRACTORS
ASSOCIATION, INC.
1120 FIRST STREET
LA SALLE, ILLINOIS

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INDEX

RECOGNITION	1
PREAMBLE	1
MANAGEMENT RIGHTS	2
ARTICLE I GRIEVANCE PROCEDURE.....	2
ARTICLE II CRAFT JURISDICTION	2
ARTICLE III..... WORK HOURS PER DAY	3
ARTICLE IV..... SHIFTS	4
ARTICLE V..... OVERTIME & HOLIDAYS.....	4
ARTICLE V APPRENTICES	5
ARTICLE VII WAGE RATES	5
ARTICLE VIII..... MONTHLY DEDUCTIONS	5
ARTICLE IX..... MONTHLY CONTRIBUTIONS.....	6
ARTICLE X..... BONDING & DEFAULT – ATTORNEY’S FEES.....	6
ARTICLE XI..... REFERRAL PROCEDURE.....	7
ARTICLE XII RECALL RIGHTS.....	7
ARTICLE XIII FOREMAN	8
ARTICLE XIV WORK LIMITATIONS.....	8
ARTICLE XV PAY DAY & LAY OFF	8
ARTICLE XVI..... REPORTING TIME.....	9
ARTICLE XVII IRONWORKERS REQUIRED	9
GUY & STIFF LEG DERRICKS	9
PRECAST	9
RIVETING GANGS	10
REINFORCING.....	10
TOOL CRIB.....	10
ARTICLE XVIII..... SAFETY PROVISIONS	10
ARTICLE XIX..... WORKING EMPLOYER.....	12
ARTICLE XX TOOLS.....	12
ARTICLE XXI..... DOUBLE JOBS, MEMBERS.....	12
ARTICLE XXII SHIPPING EMPLOYEES	12
ARTICLE XXIII..... DRINKING WATER & CLOTHES ROOM.....	12
ARTICLE XXIV..... BUSINESS MANAGER/REPRESENTATIVE ON JOB.....	12
ARTICLE XXV JOB STEWARD DUTIES	12
ARTICLE XXVI..... WORKERS COMPENSATION INSURANCE	13
ARTICLE XXVII RIGHTS OF EMPLOYERS.....	13
ARTICLE XXVIII DEFINITIONS	13
ARTICLE XXIX..... DRUG POLICY	14
ARTICLE XXX..... GENERAL WORKING RULES	14
ARTICLE XXXI..... SCOPE OF WORK	14
ARTICLE XXXII SAVING CLAUSE	14
ARTICLE XXXIII..... NOTICE FOR CHANGE.....	14
ADDENDUM I WAGES, DEDUCTIONS AND CONTRIBUTIONS	16
WAGES	16
DEDUCTIONS	17
CONTRIBUTIONS.....	17

Ironworkers Local Union #386
Daniel F. Aussem - Business Manager
1108 First Street
La Salle, Illinois 61301
Phone: 815 - 223 - 0152
Fax: 815 – 223 - 4588

Illinois Valley Contractors Association
Dennis V. Dougherty - Executive Director
1120 First Street P.O. Box 411
La Salle, Illinois 61301
Phone: 815 - 223 – 0561
Fax: 815 – 223 - 5908

RECOGNITION

The Employer agrees to recognize the Union as the sole and exclusive Bargaining Agent for all Employees engaged in performing work properly coming under the jurisdiction of LOCAL UNION #386 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL & ORNAMENTAL IRONWORKERS as defined in its Trades Department of the American Federation of Labor and C.I.O. and the NATIONAL JOINT BOARD FOR SETTLEMENT OF JURISDICTIONAL DISPUTES.

The Union agrees to recognize the Illinois Valley Contractors Association as the sole and exclusive Bargaining Agent for all Employers engaged in work properly coming under the jurisdiction of the UNION and classified as the Building and Heavy & Highway Construction.

The Contractor or Employer in this Agreement shall be considered party of the first part and the Local Union #386 of the International Association of Bridge, Structural & Ornamental Ironworkers of La Salle and vicinity, party of the second part.

The jurisdiction of this Local Union shall extend halfway to the nearest outside Local Union of the International Association of Bridge, Structural & Ornamental Ironworkers.

PREAMBLE

This Agreement entered into by Collective Bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employer and the Union in this trade and to prevent waste, unnecessary and avoidable delays and expense, and so far as possible, to provide for labor's continuous employment. Such employment to be in accordance with the conditions herein set forth and to wages herein agreed upon, also that stable conditions may prevail in the building industry and building costs to be as low as possible, consistent with fair wages and conditions and further, the establishment of the necessary procedures by which these ends may be accomplished.

The Employer agrees that all Employees covered by this Contract who are members of the Union on the effective date of this Contract shall be required to remain members in good standing in the Union as a condition of their employment during the term of this Contract. All new Employees covered by this Contract shall be required to become members of the Union therein from and after the seventh (7th) day following the beginning of such employment, or the effective date of such Agreement, whichever is later.

The Employer and the Union recognize that the Union is in a position to aid the Employer in securing qualified and competent Employees needed to perform the work that is covered by this Contract. The Union agrees to assist in securing qualified and competent applicants for the work and the Employer agrees to give such applicants fair consideration consistent with the policies of the National Labor Relations Act, as amended.

The Agreement is to be used by Contractors and Employers working in the jurisdiction of Local Union #386, La Salle, Illinois. Whereas, it is the desire of the parties hereto to form an Agreement which will prevent strikes or lockouts and to insure peaceful adjustment and settlement of all parties, prevent stoppage of work and tend to stabilize and strengthen the building industry. Whereas, it is further the desire of the parties hereto to form an Agreement establishing the wage scale and working rules which shall prevail between said parties, now therefore it is agreed between said parties as follows:

MANAGEMENT RIGHTS

1. The Employer retains the right to manage its operations and direct the work force. To be judge of the number of employees required on any work; to assign Employees as in the Employers' judgment the operation may require. It is hereby agreed that the above does not apply to other Sections agreed to in this Agreement.
2. The Employer may discharge or lay-off Employees as he sees fit, provided no Employee is discharged or discriminated against because of Union Activities.
3. Should the Union(s) as noted in this Contract, enter into Agreements with other Contractors or Associations, whereby said Union offers better working conditions and/or wages within the area covered by this Agreement, the members of this Contractors Association subscribing to this Agreement, shall immediately become subject to the better conditions offered by the Union, either written or oral.

ARTICLE I - GRIEVANCE PROCEDURE

In the event the parties hereto disagree as to the interpretation or application of this Agreement, or working rules set out herein, the matter in question shall be referred for settlement to an Arbitration Board, which shall be composed of two (2) members of the party of the first part and two (2) members of the party of the second part. In the event that the Arbitration Board as constituted above cannot reach a decision upon a dispute which has been submitted to them, then they shall select an umpire who shall serve until the dispute is adjusted, and it is mutually agreed that the decision of the said umpire shall be final and binding on both parties hereto; provided however; that a decision agreed upon by the Board without calling on the umpire shall likewise be final and binding on both parties.

ARTICLE II - CRAFT JURISDICTION

The said parties of the first part agree that on all buildings and bridges in La Salle and territory controlled by this Local, which the said first parties have under Contract at the present time, or may have at any time during the life of this Agreement, all structural steel and cast iron, reinforcing steel, ornamental and miscellaneous iron and other material awarded to the second party by the National Board for Jurisdictional Awards, shall be erected and installed by Ironworkers of this vicinity and said parties of the second part agrees to accept the wages set out in this Agreement; and both parties further mutually agree to abide by the terms, conditions and working rules embodied in this Agreement.

1. It is agreed that the jurisdiction or work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural & Ornamental Ironworkers, it being understood that the claims are subject to trade Agreements and final decisions of the AFL-CIO as well as the decisions rendered by the National Joint Board for the settlement of Jurisdictional Disputes with respect to all jurisdictional disputes which may arise under this Agreement.
2. The parties to this Agreement are subject to and agree to be bound by all decisions and awards made by the National Joint Board for settlement of Jurisdictional Disputes with respect to all jurisdictional disputes which may arise under this Agreement.
3. CLAIMS OF POST TENSIONING JURISDICTION -

PARAGRAPH A - The unloading, hoisting, placing of cables and the pumping of grease in same to be the work of the Ironworker.

PARAGRAPH B - All field repairs to be done by Ironworkers.

PARAGRAPH C - The number of men in the setting and stressing crew to be determined on its own merit by the Contractor and the Local Union. As a safety factor no fewer than two (2) men employed on any job.

PARAGRAPH D - All power equipment other than cranes and derricks used exclusively for setting and stressing, to be operated and maintained by the Ironworker.

PARAGRAPH E - All exterior stressing points to be adequately and safely scaffolded.

PARAGRAPH F - All field stressing records to be compiled by an Ironworker.

PARAGRAPH G - Inspecting, re-assessing and maintaining of stress at future date on post tensioning to be the work of Ironworkers.

4. ALTERATION, REPAIR, MOVING, DISMANTLING & RE-ERECTION OF BUILDINGS, BRIDGES & OTHER STRUCTURES - Where 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.

ARTICLE III - WORK HOURS PER DAY

1. Eight hours shall constitute a days work from Monday to Friday, which shall constitute a work week. Starting time may be from 7:00 to 8:00 a.m. Starting time of a project shall stay consistent from day to day, except by mutual agreement between the Employer and the Business Manager/Representative. Noon hours may be curtailed by agreement with the men on the job and the Contractor or his Representative.
2. Changes in the work hours per day in special cases, not however, to exceed an eight (8) hour day may be made to most special conditions upon application to and approval of the General Executive Board.
3. Men shall be at their posts prepared to start work at the regular starting time provided the shed or room for the Employee to change their clothes is adjacent to or within a reasonable distance from their work.
4. Any man required to work into a lunch period shall be paid one-half (½) hour, at time and one-half (1½), Monday through Saturday and double time (2) on Sundays and Holidays, providing he is not given a one-half (½) hour lunch period between 12:00 noon and 1:00 p.m. Employee or Employees who work into the lunch period will not be replaced by the Contractor during period from 12:00 noon to 1:00 p.m.

ARTICLE IV - SHIFTS

1. When shifts are required, the first shift (days) shall work 8 hours and receive 8 hours pay, 2nd shift (afternoons) shall work 7½ hours and receive 8 hours pay and the 3rd shift (midnights) shall work 7 hours and receive 8 hours pay. A 30 minute lunch period shall be mutually agreed upon by the Job Superintendent and Union Representative and shall not be considered as time worked. No more than 1 shift shall be allowed on a job for less than 5 days duration except in case of emergency which shall be decided by the General Executive Board. Time and one-half (1½) shall be paid for the first ten (10) hours of shift work performed on Saturday. Double time shall be paid for all hours after the first ten (10) hours of shift work performed on Saturday and for all shift work performed on Sundays and Holidays. In localities where the work is less than eight (8) hours per day, as referred to in Article VI thereof, the hours of shift work shall be shortened proportionately.
2. A twelve (12) hour shift shall not be worked except in extreme emergencies, and then only by mutual consent of the Contractor and the Union. In the event it is deemed necessary to work on a twelve (12) hour basis, the shifts shall be of a temporary basis of at least five (5) consecutive days. The first shift, or day shift shall be paid eight (8) straight hours and four (4) hours at the applicable overtime rate. Included in this twelve (12) hour shift is a paid one-half (1/2) hour lunch period during the first eight (8) hours, and a paid twenty (20) minute lunch break during the four (4) hour overtime period. The night shift shall be paid eight (8) hours straight time, and four (4) hours at the applicable overtime rate, along with the same lunch provisions as the day shift.
3. For the purpose of computing overtime, the start of the work day shall be considered as the beginning of the first (day) shift, and continue for a twenty-four (24) hour period. This will include all work performed on Saturday, Sunday, and Holidays.

ARTICLE V - OVERTIME & HOLIDAYS

1. Time and one-half (1½) shall be paid on all hours worked in excess of eight (8) hours Monday through Friday and the first ten (10) hours worked on Saturday. Double time shall be paid for any and all work in excess of ten (10) hours on Saturday and all hours worked on Sundays and recognized Holidays.
2. Employees who are directed by the employer to work in extreme heat requiring protective clothing when working on furnaces, shall receive double (2) their regular hourly rate of pay.
3. Employees who are required to work on unscheduled overtime after ten (10) hours of work, on the job sites covered by this Agreement, shall be provided with lunch without cost to the Employees, or one-half (1/2) hour additional pay at the applicable overtime rate.
4. The following Holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day (for the purpose of this Agreement, Veterans Day will be observed on the day after Thanksgiving) and Christmas Day. No work shall be performed on Labor Day except to save life or property. Any Holiday which occurs on a Sunday, shall be observed on the following Monday.
5. If overtime is to be worked, the Employer shall notify the Steward preferably one and a half (1½) hours prior to quitting time so that he may notify each Employee.

ARTICLE VI - APPRENTICES

The employment of Apprentices including wage rates, hours of work and working conditions shall be as stated in the current apprenticeship standards as established by the Joint Apprenticeship and Training Committee and approved by the Bureau of Apprenticeship Standards.

ARTICLE VII - WAGE RATES

It is mutually agreed that the Contractors signatory to this Agreement shall pay the minimum hourly rates as denoted in Addendum I. This includes any increase that may be added to the wages and/or any existing fringe benefit funds contained in this Agreement.

ARTICLE VIII - MONTHLY DEDUCTIONS

It is the intention of the parties that such deductions shall comply with the requirements of the Sections 302(c)(4) of the Labor-Management Relations Act of 1947, as amended, and that such deductions shall be made only pursuant to written assignments from each employee on whose account such deductions are made, which assignment shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

Upon receipt of a written authorization form from an employee, the Employer agrees to deduct each week the applicable hourly amount stipulated in Addendum #1, from the pay of each employee covered by this Agreement and shall remit this payment by the 10th of the month following the preceding month to Ironworkers Local Union #386, 1108 First Street, La Salle, IL 61301.

The Union agrees to indemnify and hold harmless the Employer, and/or Association from any claim, suits, cause of action or otherwise as regards the creation of a Dues check-off and/or Ironworkers Political Action League deduction, their administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys fees in behalf of the beneficiaries of such indemnity.

DUES CHECK-OFF - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate deduction for the Dues Check-off as detailed in Addendum #1.

IRONWORKERS POLITICAL ACTION LEAGUE (I.P.A.L.) - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate deduction for the Ironworkers Political Action League as detailed in Addendum #1.

ARTICLE IX - MONTHLY CONTRIBUTIONS

TRI-STATE WELFARE FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution into the Tri-State Welfare Fund as detailed in Addendum #1.

MID-AMERICA PENSION FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution into the Mid-America Pension Fund as detailed in Addendum #1.

MID-AMERICA SUPPLEMENTAL MONTHLY ANNUITY (SMA) FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution into the Mid-America Supplemental Monthly Annuity (SMA) Fund as detailed in Addendum #1.

PROPOSED DEFINED CONTRIBUTION PLAN - The Union reserves the option of starting some type of Annuity/Defined Contribution Plan. If established, the Association agrees to furnish the required Trustees, as long as it is funded by new money at the Contract anniversary date, or after proper notice to the Association, from existing funds, and does not necessitate additional checks.

LOCAL UNION #386 APPRENTICE TRAINING FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution into the Local Union #386 Apprentice Training Fund as detailed in Addendum #1.

NATIONAL IRONWORKERS & EMPLOYERS APPRENTICESHIP TRAINING & JOURNEYMAN UPGRADING FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution into the National Ironworkers & Employers Apprenticeship Training & Journeyman Upgrading Fund as detailed in Addendum #1.

INSTITUTE OF THE IRONWORKING INDUSTRY FUND (I.I.I.) - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution into the Institute of the Ironworking Industry Fund (I.I.I.) as detailed in Addendum #1.

ILLINOIS VALLEY CONTRACTORS INDUSTRY ADVANCEMENT FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution into the Illinois Valley Contractors Industry Advancement Fund as detailed in Addendum #1.

ILLINOIS VALLEY CONSTRUCTION INDUSTRY LABOR/MANAGEMENT FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution into the Illinois Valley Construction Industry Labor/Management Fund as detailed in Addendum #1.

ARTICLE X - BONDING & DEFAULT - ATTORNEY'S FEES

- A. The Union may at its discretion require any Employer to furnish a Surety Bond, Irrevocable Letter of Credit or establish an Escrow Account in the amount of \$10,000.00 for 1 to 5 Ironworker Employees, \$20,000.00 for 6 to 10 Ironworker Employees, \$30,000.00 for 11 to 15 Ironworker Employees and an additional \$2,000.00 for every Ironworker Employee above 15, to guarantee payment of Wages and Fringe Benefits.

The forms required for the Surety Bond, Irrevocable Letter of Credit or Escrow Account shall be available from the Fund office or the Union.

The above requirements will not be required from a Contractor that has employed Ironworker Local Union #386 members for 5 consecutive years and has not become delinquent during said 5 years.

- B. This Surety Bond , Irrevocable Letter of Credit or Escrow Account, made payable to Ironworkers Local Union, shall be held in escrow until the completion of work, and shall be returned to the Contractor after all wages and fringe benefits have been made.
- C. In the event of the Employer's failure to:
 - 1. Maintain his monthly Welfare, Pensions, Apprentice and Journeyman Training, Industrial Advancement Fund, Labor/Management Fund, and/or Payroll Deductions pursuant to Articles VIII and IX herein, or,
 - 2. Meet his weekly payroll, or
 - 3. Maintain his Workman's Compensation and Unemployment Compensation Coverage as set forth in Article XXVI herein.
- D. And the Union and/or the Trustees are required to engage the services of an Attorney to insure Employers' compliance thereof, the Employer shall pay to the Union and/or Trustees such Attorney fees as may be incurred by them for such service.
- E. In the event the Union and/or Trustees are required to file suit to insure compliance thereof and a judgment is rendered in favor of the Union and/or Trustees, as part of said judgment, a reasonable amount of the Attorney's fees and court costs shall be awarded them by the court.

ARTICLE XI - REFERRAL PROCEDURE

The Union shall maintain a list of persons available for referral. Upon request, the Union shall provide workers based upon each available person's specialty and/or safety training and experience. The Union will not discriminate in the maintenance of its list of referrals for employment against any person because of his race, color, creed, sex, national origin, or membership or non-membership in the Union. Persons seeking referral must fill out applications at the Union Hall, at reasonable times and conditions set by the Union and posted at the Union Hall.

An Ironworker, when reporting for work shall have all hand tools and belt to enable him to perform the work assigned to him.

ARTICLE XII - RECALL RIGHTS

Employer shall have the right to recall members of Local #386, provided such members are regular employees of the employer who have been employed by such employer fifty percent (50%) of the time during the previous twelve months. In addition, due to the nature of the business and unforeseen delays, the employer may also recall any member of Local #386 who has worked for said employer during the past 60 days.

It is understood that the Contractor will notify the Union Hall when requesting employees under the Recall Provision. THE UNION WILL CONTACT EMPLOYEES FOR RECALL UNDER THIS PROVISION.

ARTICLE XIII - FOREMAN

When three (3) or more Ironworkers are employed on a job, the Employer shall appoint a Foreman who shall be paid not less than two dollars (\$2.00) per hour above the Journeyman's scale.

There shall be no restrictions as to the employment of Foremen or Pushers. The Employer may employ on one (1) piece of work as many Foremen or Pushers as in his judgment is necessary for the safe, expeditious and economical handling of the same.

When more than two (2) Foremen are employed on a job the third Foreman will be designated a General Foreman and be paid not less than two dollars and fifty cents (\$2.50) per hour above the Journeyman's rate.

ARTICLE XIV - WORK LIMITATIONS

The Union prohibits piece work of any description. There shall be no limitation placed on the amount of work to be performed by any workman during working hours.

ARTICLE XV - PAY DAY & LAY OFF

1. The regular pay day shall be once a week on such day as agreed upon between the Employer and the Local Union and wages shall be paid before quitting time and wages are to be paid in cash or legal tender.
2. Employers may withhold, where necessary, a reasonable amount of wages due, to enable them to prepare the payroll.
3. When Employees are laid off or discharged they shall be paid in full in cash or other legal tender on the job immediately and if required to go to some other point or to the office of the Employer, the Employee 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.
4. Any undue delay or loss of time caused to the Employees through no fault of their own shall be paid by the Employer causing such delay, at the regular straight time wages.
5. Employee to be notified of Lay-Off at least a half ($\frac{1}{2}$) hour prior to quitting time.
6. The Employer shall notify the Steward or the Union office (phone 815-223-0152) when laying off Employees giving the names of those being laid off at least one and one half ($1\frac{1}{2}$) hours prior to quitting time.

ARTICLE XVI - REPORTING TIME

1. All Employees who report for work unless ordered not to, as a result of a mutual agreement between the Steward or Business Manager/Representatives and the Representative of the Contractor, shall receive two (2) hours pay as such. If conditions are such that the Employee is unable to start to work within the two (2) hour period, he must remain on the job to collect two (2) hours pay.

Any Employee working over two (2) hours from the start of the day will be paid for four (4) hours. Any Employee working more than four (4) hours and less than six (6) hours shall be paid for six (6) hours. Any Employee who works six (6) hours but less than eight (8) hours, shall be paid for eight (8) hours work.

2. Whenever an Employee is called to work after 12:00 noon, for work in the afternoon, he shall receive a minimum of four (4) hours pay.
3. The Employer will furnish transportation between jobs during working hours. The Employer cannot require Employees to furnish his own transportation or transport company tools or equipment.
4. Workmen covered by this Agreement referred to work the first day by the Business Manager/Representative will be allowed reasonable time to report for work.
5. In the event that the change shanty or work site is more than a reasonable walking distance from the Employee parking area, the Employer shall provide transportation in a covered vehicle from the parking area to the change shanty or job site. The Business Manager/Representative of this Union and the Contractor shall determine whether or not the walking distance is reasonable.

ARTICLE XVII - IRONWORKERS REQUIRED:

GUY & STIFF LEG DERRICKS

1. No less than six (6) men and a Foreman shall be employed around any guy or stiff leg derrick used on steel erection and on all mobile or power-operated rigs of any description, no less than four (4) men and a Foreman shall be employed, and unloading and shaking out of steel shall be considered part of Steel Erection.
2. The number of men to be used on mobile and power-operated rigs or other equipment or work other than steel erection shall be decided by the Contractor and the Union Representative.
3. Each case shall be decided on its own individual merits. Not less than three (3) men and a Foreman shall be necessary to operate a sasgen derrick.

PRECAST

1. There shall be no limitation on the number of men required for the erecting of precast. The number of men required shall be determined jointly by the Contractor or his Representative and the Business Manager of the Union, depending on the nature of the work involved.

RIVETING GANGS

1. Riveting gangs shall be composed of not less than four (4) men at all times. The Employer may require heater to have fires going, ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid double time for such time worked before the regular starting time.
2. When three (3) or more riveting gangs are employed on any job, a Foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the Foreman to temporarily fill in the gang. No members of a riveting gang or crew, except a riveting Foreman, shall be required or allowed to make a report on the number of rivets driven during a week period.

REINFORCING

1. No less than one (1) Employee on all concrete pours, walls, mats and floors, wherever reinforcing is in concrete. Where #6 wire mesh or heavier is used, not less than two (2) Employees shall be employed in the cutting and laying, and not less than one (1) Employee in mucking and pulling and maintaining. Employing two (2) men shall only apply where #6 or heavier mesh is used in building work only.

TOOL CRIB

1. If a job consists of twenty (20) men or more, the Contractor will have one (1) Ironworker to care for and pass out tools used by this craft. Each specific case to be decided between the Business Manager/Representative of this Union and the Contractor.

ARTICLE XVIII - SAFETY PROVISIONS

1. **PLANKING FLOORS** - Working floors upon which derricks set must be covered tight with suitable planking over the 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.
2. **STIFFENING & SUPPORTING WORK LOAD POINTS** - When iron is landed on the floor or any point of structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.
3. **RIDING THE LOAD FALL** - No Employee shall be permitted to ride the load or load fall except in case of inspection and erection and dismantling of derricks.
4. **SLINGS** - Steel cable will be used instead of chains or hemp slings.
5. **PROTECTION OF SIGNAL DEVICES** - Proper practical safe housing, casing or tube, shall be provided for any and every means, method, appliance or equipment to transmit or give signals directing work or operations of any and various devices in connection with work being done by Employees.
6. **ELEVATOR SHAFT PROTECTION** - No Employee will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above men working shall be planked safe in all elevator shafts.

7. **WELDING** - When arc welders or acetylene cutting torches are used while working aloft on all structures, no less than two (2) Employees shall be employed for each unit. When an arc welder and an acetylene torch are needed together, they shall be classed as one unit. When arc welders and acetylene cutting torches are to be used on the ground, it will be decided between the Business Manager/Representative of this Union and Contractor as to the Helpers with the above units.
8. **PROJECTED STUDS** - No structural steel will be erected which has any type of projected studs already fabricated on it, therefore the Studs and similar projections shall be welded or installed by Ironworkers of Local Union #386 after said steel is erected.
9. Long span joists must be welded or bolted at the column centers as they are set or erected and they must be also braced with sufficient bridging or bracing to insure safety.
10. When Employees have been working in an area with toxic materials, irritable materials or any other substance which may prove harmful to skin, they shall be given fifteen (15) minutes wash up time prior to lunch and fifteen (15) minutes wash up time prior to the regular quitting time.
11. Employee injured on the job while working shall be allowed to visit the Company's Doctor at no loss of time to the Employee.
12. Employer shall be required to replace clothing and personal tools when said equipment is damaged by fire, flood, etc., so long as said clothing and tools are stored in a shed or tool box furnished by the Employer for such use.
13. Employer shall furnish all safety equipment for Welders and Burners, such as welding helmets, burning goggles, welding sleeves, welding gloves and any other such equipment needed to insure the safety of the Employee.
14. If mobile or stationary rigs are to be used around energized power lines, the safe working distance for said rigs shall be ten (10) feet, this includes booms, loads, wire rope and manila tag lines. Power lines must be de-energized or relocated if necessary to complete work.
15. Any safety rules not in this Contract shall be under the discretion of the Contractor and the Business Manager/Representative.
16. All State and Federal safety regulations shall be complied with by both parties. When men are employed around high voltage on crane rails, the power shall be disconnected to a minimum distance of fifty (50) feet from the nearest workman. Also safety lights will be strung across bay and safety dogs shall be placed on crane rails till the completion of the job.

ARTICLE XIX - WORKING EMPLOYER

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

ARTICLE XX - TOOLS

Employees tools broken on the job shall be replaced by the Employer. Employees are expected to use reasonable care with tools and equipment in their charge, however, they shall not be held financially responsible for loss of tools or equipment.

ARTICLE XXI- DOUBLE JOBS, MEMBERS

No Employee covered under this Agreement will be permitted to receive wages for more than one (1) job at the same time.

ARTICLE XXII - SHIPPING EMPLOYEES

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

ARTICLE XXIII - DRINKING WATER & CLOTHES ROOM

The Employer shall furnish suitable drinking water at all times and at the request of the Employees, ice water shall be furnished by the Employer and each job of sufficient size and length to justify same shall be provided with a shed for the Employees to change their clothes and keep their tools.

ARTICLE XXIV - BUSINESS MANAGER/REPRESENTATIVE ON JOB

1. The Business Manager/Representative of this Union shall be permitted on all jobs, but in no way interfere with the men during working hours unless permission is granted by Employer.
2. A Pre-Job Conference shall be held by this Local Union when requested by the Business Manager/Representative.
3. Employer, on the request of the Business Manager/Representative, shall give a written work assignment.

ARTICLE XXV - JOB STEWARD DUTIES

1. There shall be a Steward on each job who shall be appointed by the Business Manager/Representative. He shall keep a record of 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/Representative who shall report same to the proper officers of the Union so that efforts can be made to adjust any matter without stoppage of work. He

shall see that the provisions of these working rules are complied with and report to the Union the true conditions and facts. The Steward shall promptly take care of the injured workers and accompany them to their home or to a hospital as the case may require without loss of time and report the injury to the proper officers of the Union.

2. When Employees are laid off, the Job Steward will be the last man laid off providing he is capable of performing the work. It is not the intent to replace the Foreman providing he is a member of Local #386.

ARTICLE XXVI – WORKERS COMPENSATION INSURANCE

The Employer agrees to file a certificate of Worker's Compensation Insurance from a reliable Insurance Company and the date of expiration of the policy with the Union or its official Representative, which shall also have an Employer number and shall pay Social Security on any Employee he employs. He shall voluntarily elect to come under the Illinois Unemployment Compensation Insurance on all Employees regardless of the number of Employees employed. Employer shall furnish satisfactory evidence that they are complying with this by filing with the Union their Social Security and Unemployment Number on a form furnished by the Union and a certificate of insurance from Worker's Compensation Insurance Company.

ARTICLE XXVII - RIGHTS OF EMPLOYERS

1. In consideration of the Agreement of the Bargaining Agent, the Illinois Valley Contractors Association, Inc., to employ only members of Local Unions affiliated with the International Association of Bridge, Structural and Ornamental Ironworkers to do the work provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural and Ornamental Ironworkers and to benefit the members of the Union and the Employer and further, to facilitate the interests of both parties to this Agreement in maintaining full employment for the Union's members, the Union and the Illinois Valley Contractors Association, Inc., mutually agree that no member of the Union will be permitted to work for any person, firm or corporation who is not a Contractor as hereinafter defined.

ARTICLE XXVIII - DEFINITIONS

- A. **CONTRACTOR** - A Contractor for the purposes of this Article is hereby defined as follows:
 1. Any person, firm or corporation who:
 - A. Habitually employs members of a Local of the International Association of Bridge, Structural and Ornamental Ironworkers; and,
 - B. Has as its principal business occupation the doing of construction work of all types for third parties as an independent Contractor as that term is commonly defined in law; and,

- C. Which is a member of the Illinois Valley Contractors Association, Inc., or of any bona fide Association of Contractors or which has been approved and certified as a Contractor by the Illinois Valley Contractors Association, Inc.

Such approval or certification, if necessary, shall be granted upon application in writing to the Illinois Valley Contractors Association, Inc., by its Secretary to any person, firm or corporation able to meet requirements (a) and (b) of this definition.

ARTICLE XXIX - DRUG POLICY

The Employer and Union hereby agree to the terms and conditions of the Illinois Valley Construction Industry Labor-Management Committee Drug Policy, when established. The Employer and Union hereby agree to match any additional contributions to the Labor-Management Program in order to fund the Policy.

ARTICLE XXX - GENERAL WORKING RULES

The Employer and Union hereby agree the General Working Rules of the International Association of Bridge, Structural and Ornamental Ironworkers is a part of this Agreement, as set forth herein at length.

ARTICLE XXXI - SCOPE OF WORK

This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union will be bound by rules, regulations or Agreements not herein contained except interpretations or decisions of the Board of Arbitration.

ARTICLE XXXII - SAVING CLAUSE

Any provision contained herein that is contrary to or held to be in violation of the Labor-Management Relations Act of 1947, the Constitution of the United States or of any State of the Union or any Federal or applicable State law now in force or hereafter enacted, or hereafter becoming effective, shall be void and of no force or effect, and this Contract shall be construed as if said void provision herein were not a part thereof, it being intended however, that the other provisions of this Contract shall not be affected thereby.

ARTICLE XXXIII - NOTICE FOR CHANGE

The terms of this Contract shall be effective as of June 1, 2002 and shall remain in effect until May 31, 2005 and either party hereto may serve notice of desire to amend this Contract at the end of said term by giving the other party a written notice no less than sixty (60) days prior thereto but in default of same notice, this Contract shall continue upon the same terms and conditions as herein contained for a further period of one (1) year and so on from year to year, until termination by written notice, not less than sixty (60) days previous to the expiration date of the then current terms.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which binds said parties to this Agreement and subsequent Addendum #1 as of this the 1st day of June, 2002.

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL & ORNAMENTAL
IRONWORKERS LOCAL UNION #386 LA SALLE, ILLINOIS

Dennis Murry
President

Daniel F. Aussem
Business Manager

ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

John Ward
President

Dennis V. Dougherty
Executive Director

WE, THE UNDERSIGNED CONTRACTOR OR CONTRACTORS, NOT BEING A MEMBER OF
THE ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC., DO HEREBY AGREE TO ABIDE
BY THE CURRENT AGREEMENT NEGOTIATED BY AND BETWEEN THE ILLINOIS VALLEY
CONTRACTORS ASSOCIATION, INC., AND IRONWORKERS LOCAL UNION #386 LA SALLE,
ILLINOIS.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

AREA CODE & TELEPHONE NUMBER: _____

FAX NUMBER _____

WORKERS COMPENSATION INSURANCE AGENCY (LOCAL):

PHONE: _____

BONDING AGENCY (LOCAL):

PHONE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE SIGNED

ADDENDUM I

WAGES, DEDUCTIONS AND CONTRIBUTIONS

WAGES

Effective June 1, 2002 Thru November 30, 2002

\$24.00	Journeyman
\$ 4.74	Welfare Fund
\$ 2.86	Pension Fund
* \$ 5.50	Annuity Fund (SMA)
\$.02	I.I.I. Fund
\$.05	Int. Apprentice Training .Fund
\$.47	Local Apprentice Training Fund
\$.11	Industry Advancement Fund
\$.02	Labor/Management Fund
\$37.77	TOTAL PACKAGE

* **The Annuity Fund (SMA) rate for all Apprentices is \$3.60.**

Effective December 1, 2002 Thru May 31, 2003

\$24.00	Journeyman
\$ 4.74	Welfare Fund
\$ 3.26	Pension Fund
* \$ 5.50	Annuity Fund (SMA)
\$.02	I.I.I. Fund
\$.05	Int. Apprentice Training .Fund
\$.47	Local Apprentice Training Fund
\$.11	Industry Advancement Fund
\$.02	Labor/Management Fund
\$38.17	TOTAL PACKAGE

* **The Annuity Fund (SMA) rate for all Apprentices is \$3.60.**

Effective June 1, 2003 Thru May 31, 2004

\$24.65	Journeyman
\$ 5.44	Welfare Fund
\$ 3.86	Pension Fund
* \$ 5.50	Annuity Fund (SMA)
\$.02	I.I.I. Fund
\$.05	Int. Apprentice Training .Fund
\$.52	Local Apprentice Training Fund
\$.11	Industry Advancement Fund
\$.02	Labor/Management Fund
\$40.17	TOTAL PACKAGE

* **The Annuity Fund (SMA) rate for all Apprentices is \$3.60.**

Effective June 1, 2004 Thru May 31, 2005

\$25.65	Journeyman
\$ 6.44	Welfare Fund
\$ 3.86	Pension Fund
* \$ 5.55	Annuity Fund (SMA)
\$.02	I.I.I. Fund
\$.05	Int. Apprentice Training .Fund
\$.57	Local Apprentice Training Fund
\$.11	Industry Advancement Fund
\$.02	Labor/Management Fund
\$42.27	TOTAL PACKAGE

* **The Annuity Fund (SMA) rate for all Apprentices is \$3.60.**

Wage Deduction - Dues Assessment

5% of Gross

\$.12 IPAL Fund

Foreman - \$2.00 (3 or more men)

General Foreman - \$2.50 (2 or more Foremen)

DEDUCTIONS

UNION DUES ASSESSMENTS - The Employer agrees to deduct each week from the Employees' wages, an amount equal to five percent (5%) of gross wages and remit to the Local Union #386 Working Dues Assessment at 1108 First Street, La Salle, Illinois 60301, no later than the tenth (10th) day of each month.

IRONWORKERS POLITICAL ACTION LEAGUE - The Employer agrees to deduct each week from the Employees' wages, an amount equal to twelve cents (\$.12) per hour and remit to the Local Union #386 I.P.A.L. at 1108 First Street, La Salle, Illinois 61301, no later than the tenth (10th) day of each month

CONTRIBUTIONS

All contributions will be paid on a straight time rate including show-up time.

The Contractor is required to mail the payments by the tenth (10th) of the month following the preceding month of which deductions were made. Delinquent payments will be processed as established in the applicable Trust Agreements.

It is recognized and acknowledged by all parties, including the Employers, that the regular and prompt payment of contributions is essential to the maintenance of a Local Assessment Fund and that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the plan which would result from the failure of an Employer to pay the required contributions by the due date, such Employer shall be liable in addition, for liquidated damages as established in the applicable Trust Agreements.

In the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable Attorney's fees, even though no legal actions are actually instituted, and costs incurred in the collection process, including, but not limited to, court fees, audit fees and administration expenses.

The Trustees shall have the authority, however, to waive all or part of the liquidated damages, interest, Attorney's fees or collection costs, for good cause shown.

All monies for CONTRIBUTIONS are to be sent in one check to:

Fringe Benefit Fund Account
P. O. Drawer M
Lansing, IL 60438

TRI-STATE WELFARE FUND - The Contractors agree to pay the sum of four dollars and seventy-four cents (\$4.74) per hour worked effective June 1, 2002, five dollars and forty-four cents (\$5.44) per hour worked effective June 1, 2003 and six dollars and forty-four cents (\$6.44) per hour worked effective June 1, 2004, into the Tri-State Welfare Fund, and to be administered by Trustees appointed by Local Union #386, the Illinois Valley Contractors Association and other participating Unions and Associations, under the terms of the Trust Agreement.

MID-AMERICA PENSION FUND - The Contractors agree to pay the sum of two dollars and eighty-six cents (\$2.86) effective June 1, 2002 per hour worked, three dollars and twenty-six cents (\$3.26) effective December 1, 2002 per hour worked and three dollars and eighty-six cents (\$3.86) effective June 1, 2003

per hour worked, into the Mid-America Pension Fund, and to be administered by Trustees appointed by Local Union #386, the Illinois Valley Contractors Association and other participating Unions and Associations, under the terms of the Trust Agreement.

MID-AMERICA SUPPLEMENTAL ANNUITY FUND (S.M.A.) - The Contractors agree to pay the sum of five dollars and fifty cents (\$5.50) per hour worked by Journeyman and three dollars and sixty cents (\$3.60) per hour worked by Apprentices effective June 1, 2002 through May 31, 2004 and five dollars and fifty-five cents (\$5.55) per hour worked by Journeyman and three dollars and sixty cents (\$3.60) per hour worked by Apprentices effective June 1, 2004, into the Mid-America Supplemental Annuity Fund (S.M.A.), and to be administered by Trustees appointed by Local Union #386, the Illinois Valley Contractors Association and other participating Unions and Associations, under the terms of the Trust Agreement.

These contributions of the Employers shall be used exclusively to provide group insurance and pension benefits, for eligible members and their families in such form and amount as the Welfare, SMA and Pension Plans provides.

If at any time the Welfare, SMA and/or Pension Fund would become defunct or at any such time Local Union #386, would withdraw from same, the Welfare or Pension money shall revert back to the hourly wage at the Contractors actual cost.

LOCAL UNION #386 APPRENTICE TRAINING FUND - The Contractors agree to pay the sum of forty-seven cents (\$.47) effective June 1, 2002 per hour worked, fifty-two cents (\$.52) effective June 1, 2003 per hour worked, and a fifty-seven cents (\$.57) per hour worked effective June 1, 2004 into the Local Union #386 Apprentice Training Fund, and to be administered by Trustees appointed by Local Union #386 and the Illinois Valley Contractors Association under the terms of the Trust Agreement.

The said Welfare, Pension Funds, SMA and Training Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Representatives of the Employer and the Union, which Agreement and Declaration of Trust, together will meet all requirements of law. The said Agreements and Declaration of Trust, together with any amendments thereto shall be considered as part of this Agreement as though set forth here in length.

INSTITUTE OF THE IRONWORKING INDUSTRY FUND (I.I.I.) - The Contractors agree to pay the sum of two cents (\$.02) effective June 1, 2002 per hour worked into the Institute of the Ironworking Industry Fund (I.I.I) to be administered pursuant to an Agreement in Declaration of Trust as appointed by the National Ironworkers Union and Employers/Association.

NATIONAL IRONWORKERS & EMPLOYERS APPRENTICESHIP TRAINING & JOURNEYMAN UPGRADING FUND - The Contractors agree to pay the sum of five cents (\$.05) effective June 1, 2002 per hour worked into the National Ironworkers & Employers Apprenticeship Training & Journeyman Upgrading Fund to be administered pursuant to an Agreement in Declaration of Trust as appointed by the National Ironworkers Union and Employers/Association.

ILLINOIS VALLEY CONTRACTORS INDUSTRY ADVANCEMENT FUND - It is hereby agreed that the Illinois Valley Contractors Industry Advancement Fund shall be administered pursuant to an Agreement in Declaration of Trust, but is not jointly administered. Payments received by the Industry

Fund shall be used for the purpose of promoting the Ironworking Industry and to assist the cost of negotiating and administrating the Agreement.

The Contractors agree to pay the sum of eleven cents (\$.11) effective June 1, 2002 through May 31, 2005 per hour worked, into the Illinois Valley Contractors Advancement Fund.

ILLINOIS VALLEY CONSTRUCTION INDUSTRY LABOR MANAGEMENT FUND - The parties agree to participate in the Illinois Valley Labor-Management Committee under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978. The Contractors agree to pay the sum of two cents (\$.02) effective June 1, 2002 per hour worked, into the Illinois Valley Construction Industry Labor-Management Fund, to be administered by Trustees appointed by Local Union #386 and the Illinois Valley Contractors Association under the terms of the Trust Agreement.

In the event it is deemed that the Contractor is not obligated to contribute to the Illinois Valley Construction Industry Labor-Management Fund, then the current Apprentice contribution rate will be increased by the two cents (\$.02).

Any subsequent allocation between wages and fringe benefits funds (other than what has been stipulated in the negotiated settlement), shall be at the sole discretion of the Local Union. It is understood that at no time shall any reallocation result in lowering the wage rate to less than the published Prevailing Wage. At least thirty (30 days written notification shall be given to the Association prior to any new allocation.

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL & ORNAMENTAL
IRONWORKERS LOCAL UNION #386 LA SALLE, ILLINOIS

Daniel F. Aussem
Business Manager

ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

Dennis V. Dougherty
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