

AGREEMENT

BETWEEN

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS
LOCAL UNION #112, PEORIA, IL**

AND

**GREATER PEORIA CONTRACTORS &
SUPPLIERS ASSOCIATION, INC.**

EFFECTIVE MAY 1, 2014

EXPIRES APRIL 30, 2017

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ATTACHMENTS: INDIVIDUAL EMPLOYER SIGNATURE PAGE, ADDENDUM REGARDING “TEMPORARY PERMIT”, MAPS OF WEST CENTRAL ILLINOIS BUILDING AND CONSTRUCTION TRADES COUNCIL AND LIVINGSTON/MCLEAN COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

AGREEMENT

THIS AGREEMENT, made and entered into this 1st Day of May, 2014 between GREATER PEORIA CONTRACTORS AND SUPPLIERS ASSOCIATION, INCORPORATED, an Illinois Not-For-Profit Corporation, (hereinafter referred to as the "EMPLOYER"), for and on behalf of its members, and LOCAL UNION NO. 112 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, (hereinafter referred to as the "UNION").

PREAMBLE

A. This Agreement is entered into by collective bargaining to prevent strikes and lockouts, to facilitate peaceful adjustment of grievances and disputes between EMPLOYER and UNION in this trade, to prevent waste, unnecessary and avoidable delays and expense, and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon; also, that stable conditions may prevail in the building industry and building costs may 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.

B. It is agreed that this agreement shall constitute an individual agreement between the UNION and each EMPLOYER who is a member of the Association and who engages in work covered by this agreement. The liability of each EMPLOYER (and that EMPLOYER'S Sub-Contractors as set out herein) shall under this agreement be separate from any other EMPLOYER and not joint. A general contractor of sub-contractor who engages in work covered by this agreement and who becomes a member of the Association after the starting date of this agreement shall be bound by the terms and provisions of this agreement.

C. District Council Agreement -- The Employer further agrees to be bound to the collective bargaining agreements negotiated between the employers' associations and other ironworker unions located within the Ironworkers District Council of Chicago and vicinity. The Employer further agrees to abide by the terms and conditions of employment set forth in those local area agreements for all work performed in that territory. The Employer agrees to have a pre-job meeting with the local union in which the work is located prior to starting any job. The Employer agrees to pay wages to said Employee at the rate covered in the area agreement where the work is performed or at the rate covered under this agreement, whichever is greater.

ARTICLE 1 CRAFT JURISDICTION

A. It is agreed the following work is recognized as work coming under the jurisdiction of Iron Workers Local #112. It shall cover and include but is not limited to the unloading, handling, fabrication, refabrication, erection, dismantling of structural, ornamental, reinforcing steel and metals, and plastic materials and it is understood and agreed this International Association claims for its members the fabrication, production, sorting, distributing, handling, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, vinyl, all ferrous and non ferrous metals; all precast, prestressed, preassembled masonry panels and poststressed concrete structures, agitators, air ducts, anchors, anchor bolts, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal to metal surfaces; aprons, aqueducts, awnings, bar joists, permanent batch plants not connected with highway work, blast furnaces, book stacks, boilers (sectional water tube, and tubular), boxes, brackets, bridges, all bucks, bulkheads, tube, and tubular), boxes, brackets, bridges, all bucks, bulkheads, bumpers, bunkers, cableways, caissons, canopies, caps, car dumps, cast tiling, chutes, clips,

cofferdams, concentrators, concrete reinforcing including field fabrication, handling racking, sorting, cutting, bending, hoisting, placing, burning welding and typing except loading and unloading by hand and carrying to a centralized point adjacent to or on the job site on which such concrete reinforcing is to be used; all types of conveyors, coolers, coping, corbels, corrugated sheets, all types of cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal); roof decking (such as "cofar" and similar type materials, as well as "Trusdeck" Mahon "M" deck and other dual purpose type roof deck), derricks, docks, dock levelers, domes, all doors, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator caps, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, facias, flase work, fans, fencing, fire escapes, fins, flag facias, flagging on cranes, floor construction and flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, all grating, grillage and foundation work, grill work, all guards, hangers, hanging ceiling, hoppers, hot rooms, all embedded metals, inclines, iron doors, jail and cell work, joists, (precast, prestressed and poststressed), kalomeined doors, kilns, lintels, life boats (manning of), lockers, locks, louvres, all type machinery (moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling; burning and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows, and enclosures, mixers, monorails, multiplate, operating devices, operation of gas driven welders and generators, all type ovens, pans, paint booths, panels (insulated and noninsulated, factory and field assembled), pen stocks, manning pickup trucks (for transporting personnel, tools, and drinking water), pile drivers, plates, porcelain, enameled panels, post-tensioning including unloading, hoisting, placing of cables, pumping of grease and grout and operating of stressing jacks, prefabricated metal building, projected studs, pulverizes, racks, all rails, railing (including pipe), railroad bridgework and maintenance, reservoirs, all type rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, all scales, seats, shafting, shear connectors, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists skylights, smoke conveyors, spandrels (metals and precast concrete), spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtain, all stairways, steel and precast concrete, stokers, storage rooms, stoves, subway, sun shades, tables, towers, including four, six and eight post material and personnel hoists, material buck hoists and rack and pinion personnel hoists, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe, and combination), tunnels, vats, vault doors; vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, washing machines and washers, window wall, wire work, all types wire partitions; wrecking and dismantling of all of the above and all housesmith work and submarine diving in connection with or about the same.

B. 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 iron workers, in accordance with International regulations and official decisions.

C. Iron Workers shall be employed on all work in connection with field fabrication, handling, racking sorting, cutting, bending hoisting, placing, burning, welding and typing of all materials used to reinforce concrete construction, except loading and unloading by hand and carrying to a centralized point adjacent to or upon the site of the project on which such materials are to be used.

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

E. Where structural steel on buildings, bridges, and other structures is dismantled and demolished and power equipment (derricks, cranes, rigging, etc.) is used in the dismantling of the structural steel, handling and loading of same shall be done by iron workers.

F. Where structural steel, ornamental iron and metal in buildings, bridges and other structures is altered, repairs, moved, dismantled and/or re-erected by any method or means, all work in connection therewith shall be preformed by iron workers.

G. The operation of JLG lifts, condor hydrolifts, spider hoists, electric hoists, fabtek mobil platforms, fork lifts, scissors hoists, coffing hoists, rigid 400 power drivers, electric chain falls, etc., operated for the purpose of raising men, tools, or materials, as required, from the ground or floor below to the point of installation above, shall be included in the scope of work. The foregoing equipment and tools are tools of the trade and in order to maintain efficiency and competitiveness of the employer; intermittent operation of this equipment shall be included in the scope of work.

H. The EMPLOYER agrees not to subcontract out any bargaining unit work to be done at the site of construction, alteration, painting or repair of a building, structure or other work except to a person, firm or corporation signatory to this agreement. The furnishings of materials, supplies and equipment and the delivery thereof shall in no case be considered as subcontracting.

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

I. The term "jurisdictional dispute" shall be defined as any dispute, difference, or disagreement, involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, organization, and/or labor organization, working on the site or representing a class or craft of employees affected by said assignment of work. It is understood and agreed that any and all jurisdictional and/or work assignment disputes shall be handled in accordance with the following procedure:

- The individual EMPLOYER and the respective UNION representatives shall attempt to settle the matter.
- If no settlement is reached, the individual EMPLOYER and International Representatives of the respective UNIONS shall attempt to settle the matter.
- In attempting to arrive at a settlement, the individual EMPLOYER and the UNIONS shall be governed by decisions and agreements of record as set out in the Green Book by agreements between the International Unions involved.

The parties hereto understand and agree that time is of the essence in processing and handling

jurisdictional and/or work assignment disputes and that same will be handled and processed as expeditiously as possible. There shall be no lockouts, strikes slowdowns, or stoppages of work due to jurisdictional disputes. At the option of either of the parties, a deadlocked jurisdictional dispute may be referred to Article 25 for arbitration which shall be the final and binding resolution of all disputes over jurisdictional matters under this agreement.

Assignments of work shall only be made by the EMPLOYER.

J. Project Jurisdiction Boundaries for Building Contract Agreement: This agreement governs all work agreed to by Iron Workers Union, Local No. 112 and the Greater Peoria Contractors & Suppliers Association, identified as "Building Construction". The boundaries of this agreement are considered to be the "Project Limit Lines or Property Lines" as established and defined by the Contract Documents prepared by the Architect of record for each project and their consultants. All work outside these boundaries shall be considered "Heavy & Highway Construction" and is governed by another agreement between Iron Workers Union, Local No. 112 and the Contractors Association or individual contractors representing the Heavy & Highway industry, whoever that may be.

ARTICLE 2 TERRITORY

The territory covered by this agreement shall be the territorial jurisdiction of Local Union 112 which extends halfway to the nearest outside local union of the International Association of Bridge, Structural and Ornamental Iron Workers.

ARTICLE 3 WORK HOURS PER DAY

A. In order to take advantage of day-light hours, weather conditions, shift or traffic conditions, the Employer, if agreeable among the crafts involved, may elect to work eight (8) consecutive hours between the hours of 6 a.m. and 4:30 p.m. with a one half (1/2) hour unpaid lunch period which must begin between the fourth and fifth hour after starting time. Notice of a change in starting time must be given 48 hours in advance and all employees of the Employer on the jobsite shall have the same starting time except when other arrangements are mutually agreed to between the employer and the business manager. The normal work week is 8 hours each day, Monday through Friday, scheduled between the hours of 6:00 A. M. and 4:30 P. M. each day.

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

The Employee shall have a 1/2 hour paid lunch after 12 hours of work.

B. Employees who are required to work through the lunch period shall receive time and 1/2 for the time worked. During concrete pours, and with the contractual agreements of finishers, laborers, carpenters and operating engineers, a thirty minute period between 12:00 and 1:00 shall be designated as lunch period and a thirty minute period between 6:00 P.M. and 7:00 P.M. shall be designated as dinner period.

C. By mutual agreement between the Union and the Employer, a work week consisting of four (4) ten (10) hour days may be utilized on a project.

1. The work day shall consist of ten (10) hours worked between the hours of six o'clock (6:00) a.m. and five thirty (5:30) p.m., including lunch.
2. The work week shall consist of four (4) ten (10) hour days commencing at six o'clock (6:00) a.m. Monday and ending at five thirty (5:30) p.m. Thursday.
3. All hours worked in excess of ten (10) hours per day, Monday through Thursday shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. All hours worked in excess of twelve (12) hours per day will include a ten (\$10.00) dollar per hour premium in wages in addition to time and one-half (1 1/2) the regular rate of pay.
4. In the event that weather conditions or other acceptable conditions to the Union prevent work from being performed on a regular work day, then Friday shall be considered a regular work day at the straight time rate of pay (only to attain forty (40) hours per week). If Friday is worked as a regular work day, then any work performed on Saturday will be paid at the time and one-half (1 1/2) rate of pay.
5. In the event that the regular four (4) ten (10) hour days are worked and an Employer wants to work Friday, then all hours worked on Friday shall be paid at the rate of one and one-half (1 1/2) the regular rate of pay. In such case, any time worked on Saturday shall be paid at the double time rate of pay.
6. Sundays and Holidays shall be paid at the double time rate of pay.
7. The Employer shall provide the Union with the starting date and the conclusion date so that it may be determined that such request is not for the purpose of circumventing the overtime provisions on this contract.
8. When employees are required to work beyond ten (10) hours per day, they shall receive an additional lunch period.

D. In the event of a lost workday due to inclement weather, Saturday shall be a voluntary make up day by mutual agreement between the Business Manager and the Employer when working a five day schedule. This Saturday make up day is available only to attain forty hours per week. If any other craft, employed by the Employer, receives premium pay for the make up day; then the employees covered by this agreement shall also receive premium pay at the time and one-half rate of pay. There shall be no retaliation or discrimination towards employees that decline make up work.

E. The parties reaffirm their policy of a fair days pay for a fair days work. Employees shall be prepared to start work at the regular starting time, provided the shed or room where the employees change clothes is adjacent to or within a reasonable distance from the work.

F. Employees on all bridge work shall be paid from the time they leave the shore line until they return to the shore line.

G. When employees leave the project on their own accord at other than the normal quitting time, it is

their responsibility to notify their supervisors.

H. When an Employer, upon reasonable cause, considers it necessary to shut down a job to avoid possible loss of human life, or because of an emergency situation that could endanger life or safety of an employee, employees will be compensated only for actual time worked. In such an event, if the employer requests the employee to stand by, employees shall be compensated for the standby time at the applicable rate.

ARTICLE 4 SHIFT WORK

When so elected by the contractor, multiple shifts of at least three (3) consecutive regular work days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for (8) hours work.

The evening shift shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the evening shift shall receive (8) hours pay at the regular hourly rate plus 25 cents for seven and one-half (7 1/2) hours work.

The night shift shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the night shift shall receive eight (8) hours pay at the regular hourly rate plus 50 cents for seven hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift.

The Employee shall have a ½ hour paid lunch after 12 hours of work.

Shift clauses shall apply on regular work week only. 8:00 A.M. Monday through 8:00 A.M. Saturday. All other work performed on Saturday, Sunday or holidays and all hours worked other than the regular shift hours shall be paid at the rate in the individual agreements.

There shall be no pyramiding of rates and the applicable overtime rate shall be the maximum compensation for any hour worked.

If other hours and conditions are to be considered with respect to shift work, they shall be by mutual consent of the contractor involved and the Union Business Manager.

SPECIAL SHIFT-By prior notification by the Employer to the Business Manager, if a special shift is required by an owner and if the Employer is required to perform work which cannot be performed during working hours, employees may work a special shift and receive \$3.00 an hour over base rate for eight hours work plus thirty minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

**ARTICLE 5
OVERTIME AND HOLIDAYS**

A. Time and one-half (1 1/2) shall be paid for the first four (4) hours of overtime worked Monday through Friday. Time and one-half (1 1/2) shall be paid for the first twelve (12) hours worked on Saturday and those work hours shall be from the start of the established starting time. All hours worked in excess of twelve (12) hours will include a ten (\$10.00) dollar per hour premium in wages in addition to the time and one-half (1 1/2).

B. All work done on Sundays and Holidays shall be paid for at the double time rate. The following Holidays shall be celebrated as observed by the federal government: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Veteran's Day is to be celebrated the day after Thanksgiving. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager. If a Holiday falls on Saturday, it will be observed on the previous Friday. If a Holiday falls on Sunday, it will be observed on the following Monday.

C. It is agreed that a contractor cannot shut down a job the day before, and/or the day after a holiday that occurs on a normal work day unless it is agreed upon by the majority of Local No. 112's members working on the job.

**ARTICLE 6
WAGE RATE**

The following minimum hourly wage rates shall apply to the classifications as indicated: Structural, Ornamental, Reinforcing, Machinery Mover, Rigger and Machinery Erector, Welder, Fence Erector, Sheeter and Apprentice.

Effective -- May 1, 2014 to April 30, 2015an hourly increase of \$1.45 per hour with distributions to be determined by Local 112. Wage for May 1, 2014 to April 30, 2015....\$31.81.

Effective -- May 1, 2015 to April 30, 2016.....an hourly increase of \$1.51 per hour with distribution to be determined by Local 112.

Effective -- May 1, 2016 to April 30, 2017an hourly increase of \$1.56 per hour with distributions to be determined by Local 112.

Within sixty (60) days prior to any yearly anniversary date following the execution date of this Agreement, the Union may serve notice to re-open this Agreement for purposes of negotiating wage rates. If, after such re-opening, the parties are unable to agree upon new wage rates the Union may strike for the purpose of securing its demands and no other provisions of this Agreement shall bar such action.

Foreman Effective May 1, 2004

General Foreman - Not less than \$3.00 per hour above Journeyman scale.

Foreman Effective May 1, 2012

Regular Foreman – Not less than \$1.90 per hour above Journeyman scale.

Hazmat - When the Employer requires certified Hazmat Employees, employees with such certification shall receive a wage premium of (\$.50) fifty cents per hour worked.

ARTICLE 7 PIECEWORK

A. It is further agreed that the employees will not contract, sub-contract, work piecework, or work for less than the scale of wages established by the Agreement. The EMPLOYERS agree not to offer and/or pay, and the employees will not accept, a bonus based on specific performance on any individual job.

B. The EMPLOYER agrees not to use, rent, or lease any truck, welding machine or other such equipment from an employee or members of an employee's family.

ARTICLE 8 PAY DAY AND HOLD BACK

A. Wages shall be paid on Friday at the jobsite before quitting time by cash or negotiable check and shall be paid in full, except that three (3) days pay may be withheld to allow the Employer sufficient time to prepare the payroll.

If pay day falls on a holiday, the employee shall be paid on the day preceding the holiday.

By mutual agreement, the business manager and contractor may alter pay day or holdback on any jobsite with reasonable cause.

B. Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third day prior to pay day. Accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings.

C. If no work on pay day, the pay checks shall be available at the job site not later than one hour from starting time at the customary place.

D. When an employee is laid off, or discharged his pay continues until he is paid in full, in cash or other legal tender. When an employee quits of his own accord, he shall wait for the regular pay day for his wages.

E. If an employee is made to wait beyond that time for his money he shall be paid the regular rate of wages for all the time he waits, up to a maximum of eight (8) straight time hours per day.

ARTICLE 9 WORK LIMITATION

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

B. There shall be no limit on production by employees nor restrictions on the full use of tools and

equipment. Employee shall use such tools as required to perform any work of the trade. The operation of all equipment shall be assigned to the proper jurisdiction.

C. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques of construction, tools or other labor saving devices to be used. However, safety of the employees on the job site shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked.

D. Practices not a part of the terms and conditions of this agreement shall not be recognized.

ARTICLE 10

WELFARE, PENSION, SMA, APPRENTICE, DUES ASSESSMENT, DEFENSE FUND, IMPACT, INDUSTRY FUND, AND BUILDING TRADES CHECK OFF

A. Commencing with the first payroll following May 1, 2012, all EMPLOYERS agree to pay nine dollars and thirty-nine cents (\$9.39) per hour for each hour worked to a Welfare fund to be decided by Local 112.

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

B. 1. Commencing with the first payroll following the effective date of this Agreement all EMPLOYERS agree to pay seven dollars and sixteen cents (\$7.16) per hour for each hour paid to
a Pension Fund to be decided by Local 112. (Each overtime hour shall be paid at a rate of ten dollars and seventy-four cents (\$10.74).

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

2. Commencing with the first payroll following the effective date of this Agreement all EMPLOYERS agree to pay five dollars and seventy-five cents (\$5.75) per hour for each hour worked to a Supplemental Monthly annuity (hereinafter referred to as "SMA") Fund to be decided by Local 112. (Each overtime hour shall be paid at a rate of eight dollars and sixty-three cents (\$8.63).

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

C. 1. Commencing with the first payroll following the effective date of this Agreement, all EMPLOYERS agree to deduct a Dues Assessment in the amount of 4.5% of the gross pay as levied by the UNION in accordance with its constitution and bylaws, from the weekly pay of each employee who executes or has executed "Authorization for Check-off" form as provided by the

UNION.

2. Commencing with the first payroll following the effective date of this Agreement, all EMPLOYERS agree to deduct seven cents (\$.07) for each hour worked from the gross wages and submit to the Iron Workers Local 112 Defense Fund as levied by the UNION in accordance with its constitution and bylaws, from the weekly pay of each employee who executes or has executed "Authorization for Check-off" form as provided by the UNION.

3. Commencing with the first payroll following the effective date of this Agreement, all EMPLOYERS agree to deduct four cents (\$.04) for each hour worked from the gross wages and submit to the Iron Workers Local 112 Building Fund as levied by the UNION in accordance with its constitution and bylaws, from the weekly pay of each employee who executes or has executed "Authorization for Check-off" form as provided by the UNION.

Further, the EMPLOYERS agree to contribute to IMPACT. In addition to the per hour wage rate, the Employer shall contribute 1% of the applicable hourly journeyman wage for each hour worked to Ironworkers Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust with federal tax exempt status under Section 501 (c) (5) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the Ironworkers Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

The employer and the union agree with the funding goals of IMPACT and will work toward this goal in future agreements.

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

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

F. The Combined Central Illinois Construction Industry Fund has been organized to improve public relations, to improve the standards of the industry, to conduct educational programs, and to conduct any program for the benefit of the construction industry. The Combined Central Illinois Construction Industry Fund shall not conduct any anti-Union or political activity.

1. The EMPLOYER agrees, commencing with the first payroll following the effective date of this Agreement to make payments to the "Combined Central Illinois Construction Industry Fund" (hereinafter referred to as "Fund") for each employee covered by this Agreement as follows:

- a. 1. Effective May 1, 2014, for each hour which an employee works, the EMPLOYER will contribute sixteen (\$.16) cents to the Fund.
2. Effective May 1, 2015, for each hour which an employee works, the EMPLOYER will contribute seventeen (\$.17) cents to the Fund.
3. Effective May 1, 2016, for each hour which an employee works, the EMPLOYER will contribute eighteen (\$.18) cents to the Fund.