

**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, 2021**

**EXPIRES APRIL 30, 2025**

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ATTACHMENTS: INDIVIDUAL EMPLOYER SIGNATURE PAGE; ADDENDUM REGARDING “PROBATIONARY MEMBER”; MAP OF THE TERRITORY OF IRON WORKERS LOCAL 112; AND A MAP SHOWING THE 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, 2021 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 contractors 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 as noted below (see map at end of contract):

### **Jurisdictional Line Description**

#### **Agreement between Local 112 and 111 (North West)**

Knox County: At the intersection of Henry County, Knox County and Stark County, travel south to Highway 17. At Highway 17, go west to 180. Take 180 south to 167. Go west on 167 to Highway 34. Take Highway 34 southwest to I-74. Then I-74 south to Knox Rd 600 East. Go south to Knox Hwy 10. Go west on Knox Hwy 10 to Highway 41.

### **Jurisdictional Line Description**

#### **Agreement between Local 112 and 577 (West)**

Everything to the west of Hwy. 41 starting at the southern Knox County line all the way to Knox County Hwy. 10, including the city of Abington, belongs to Local 577. Everything to the east belongs to Local 112. Fulton County in its entirety belongs to Local 112. McDonough County in its entirety belongs to Local 577.

### **Jurisdictional Line Description**

#### **Agreement between Local 112 and Local 46 (South)**

This line description is moving from the west to the east. Starting at the Schuyler/McDonough County line traveling south along Schuyler/Fulton County line to Rt. 24. Take Rt. 24 traveling NE through Astoria (town of Astoria belonging to Local 46) continuing to Weaver Rd. Take Weaver Rd. traveling south turning into CR-10 heading east to Marletown Rd. Take Marletown Rd. traveling south crossing Rt. 100 continuing until the road ends at the Illinois River. Cross the river going SE to the intersection of Rt. 78 and E. Co. Rd. 1100. Take E. Co. Rd. 1100 traveling east to Rt. 97. Take Rt. 97 traveling north to Co. Rd. 1200N. Take Co. Rd. 1200N traveling east through the town of Easton continuing east onto Rt. 10 until reach Rt. 29. Take Rt. 29 traveling north to E. Co. Rd. 1300N. Take E. Co. Rd. 1300N traveling east turning into 2300th St. continuing through Hartsburg (town of Hartsburg belonging to Local 112) until you reach 2250th St. Take 2250th St. traveling east until you reach interstate I-55, taking I-55 traveling NE to the Logan/McCclean County line. Take the Logan/McCclean County line continuing east onto the Dewitt/McLean County line until you reach 1475 North Rd.

### **Jurisdictional Line Description**

#### **Agreement between Local 112 and 380 (South West)**

This line description is moving from the north to the south. Starting one mile north of Chenoa on the Livingston/McLean county line at 3200N and 2950E. Traveling south on 2950E to 2500N, traveling west on 2500N to 2800E, traveling south on 2800E to 2450N. Traveling west on 2450N to 2600E, traveling south on 2600E to

1800N (Rte. 165), traveling west on 1800N to 2300E. Traveling south on 2300E to 1200N, traveling west on 1200N to 2250E to 1000N, traveling west on 1000N to 2000E. Traveling south on 2000E to 000N (McLean/Dewitt Co. line), go west on 000N to Logan, Dewitt, McLean Co. intersection.

### **Jurisdictional Line Description**

#### **Agreement between Local 112 and Local 444 (North East)**

2900E at Livingston/McLean County line. Traveling west to N 300 E Rd. (Ford St. at Gridley, IL). North on N 300 Rd. 8.7 miles, then west on Rt. 116 8.5 miles to Rt. 51 / I-39. North on Rt. 51 / I-39, then west on Rt. 17 to Marshall County – 1700 E. Rd. North on 1700 E. Rd. 3.5 miles. From that point west, 14 miles across the river on Camp Grove Rd. to La Prairie Rd. North on La Prairie Rd. 7.5 miles to County Rd. 200 N. Rd., then west on E. Main St. & (Rt. 93), 17 miles to the Henry County / Stark County line.

### **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 ½ 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 fifteen (\$15.00) 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 fifteen (\$15.00) 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, 2021 to April 30, 2022...an hourly increase of \$1.59 per hour with distributions to be determined by Local 112 of which \$.01 to be deducted for TRICON. Wage for May 1, 2021 to April 30, 2022...\$33.57

Effective -- May 1, 2022 to April 30, 2023...an hourly increase of \$1.69 per hour with distribution to be determined by Local 112.

Effective -- May 1, 2023 to April 30, 2024.....an hourly increase of \$1.80 per hour with distributions to be determined by Local 112.

Effective -- May 1, 2024 to April 30, 2025.....an hourly increase of \$1.93per 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, BUILDING TRADES CHECK OFF, AND TRICON

- A. Commencing with the first payroll following May 1, 2017, all EMPLOYERS agree to pay eleven dollars and fifty-six cents (\$11.56) 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 nine dollars and fifty-six cents (\$9.56) 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 fourteen dollars and thirty-four cents (\$14.34).

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 nine dollars and thirty-one cents (\$9.31) 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 thirteen dollars and ninety-seven cents (\$13.97)

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 eight cents (\$.08) 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 seven cents (\$.07) 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. Effective May 1, 2021 for each hour which an employee works, the EMPLOYER will contribute twenty-three (\$.23) cents to the Fund.

The Fund reserves the right to increase this contribution as it seems fit through the life of this contract.

b. The payment to the fund shall be made to the Combined Central Illinois Construction Industry Fund which has been established under an Agreement and Declaration of Trust, the Terms of which are hereby accepted by the EMPLOYER.

2. All Contributions shall be made at such time and in such manner as the Trustees of the Fund shall require.

3. If the EMPLOYER fails to make contributions to the Fund, the EMPLOYER shall be liable for all reasonable cost for collecting the payments due, together with any reasonable attorney's fees and reasonable damages assessed by the Trustees of the Fund.

G. Any increased benefit payments which the UNION desires paid into the Welfare Plan, Pension Plan, Apprentice Fund or Dues Assessment shall be deducted from the hourly wages listed in Article 6. The EMPLOYER agrees to make such increased payments upon thirty (30) days written notice from the UNION.

H. In the event the EMPLOYER is required to contribute by reason of the enactment of a National Health Plan or similar legislation, then the Employer's payment to the Health and Welfare Fund of this Agreement

shall be reduced in an amount equal to such contributions, providing the monies remaining in the fund shall be sufficient to purchase supplemental coverage for members so that their benefits would not be decreased. If there are more monies being paid to the Health and Welfare Fund than are needed to pay for the National Health Plan and supplemental insurance, if required, then these monies shall revert to the Pension Fund or to the EMPLOYEE wages.

- I. 1. The EMPLOYER has previously added to the negotiated base rates of pay an amount equal to the West Central Illinois Building and Construction Trades Council Check-off, as set forth below, and shall deduct same from the employees wages each week and remit same to the Fringe Benefit Fund Account, P O Drawer M, Lansing, IL 60438 for the West Central Illinois Building and Construction Trades Council; together with a list of names and total hours worked of each employee from whom deductions were made. The payment and the payroll report shall be mailed to reach the office of the Fund Account not later than ten (10) calendar days following the end of each calendar month.

EFFECTIVE May 1, 2017 - A total of sixteen cents (\$.16) per hour.

The EMPLOYER shall be furnished a written authorization from each employee which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner.

The territorial jurisdiction of the West Central Illinois Building and Construction Trades Council (see map attached) comprises the following counties, or portions thereof, in the State of Illinois: Peoria, Stark, Woodford, Tazewell, Fulton, McDonough, that portion of Mason lying north of Route 136, east and west to the county lines, and that portion of Marshall County south of an east west line formed by the south county lines of LaSalle and Putnam, which excludes the town of Henry and all territory east of Route 89 in Marshall County, Adams, Brown, Hancock, Pike and Schuyler.

2. The EMPLOYER has previously added to the negotiated base rates of pay an amount equal to the Livingston & McLean County Building and Construction Trades Council Check-off, as set forth below, and shall deduct same from the employees wages each week and remit same to the Fringe Benefit Fund Account, P O Drawer M, Lansing, IL 60438 for the Livingston & McLean County Building and Construction Trades Council; together with a list of names and total hours worked of each employee from whom deductions were made. The payment and the payroll report shall be mailed to reach the office of the Fund Account not later than ten (10) calendar days following the end of each calendar month.

EFFECTIVE May 1, 2012 - A total of four cents (\$.04) cents per hour.

The EMPLOYER shall be furnished a written authorization from each employee which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner.

The territorial jurisdiction of the Livingston & McLean County Building and Construction Trades (see map attached) comprises the following counties in the State of Illinois: McLean and Livingston.

- J. It is recognized that failure to provide training opportunities for journeymen and apprentice, and the failure of these individuals to take advantage of these opportunities stands as a impediment to the competitiveness of the area's unionized construction industry. It is also acknowledged that training will have

a discernable, positive effect upon productivity and quality for the industry. It is further noted that verifiable training offers a strong marketing concept for contractors, thereby enhancing employment opportunities for union labor. These concepts also promote pride and satisfaction in building tradesmen, which, in themselves, are marketable attributes.

Management and labor therefore pledge to work towards the development of intensified, innovative training programs designed to improve quality, safety and productivity in a competitive environment. To this end, the unions may provide to employers current lists of those tradesmen that successfully complete upgrade training programs, including welder's certification, OSHA 10 hour, and Subpart R, Steel Erection, so that they will be naturally rewarded through increased work opportunities for reinvesting in their collective futures.

It is further agreed that the unions will provide to management associations specific information on the scope of any journeyman upgrade training.

Commencing with the first payroll following the effective date of this Agreement all EMPLOYERS agree to pay eighty-six cents (\$.86) for each hour worked to the Iron Workers Local #112 Joint Apprentice Training and Retraining Committee.

It is understood and agreed that the Trust Document and Apprenticeship Standards of the Iron Workers Local #112 Joint Apprentice Training and Retraining Committee, together with any amendments thereto, shall be considered a part of this Agreement as though set forth in its entirety.

Apprentice Iron Workers shall be paid a percentage of journeyman scale as set forth below:

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

Employers party to this agreement, may employ apprentices at a ratio of one (1) apprentice to four (4) journeymen on the project. On ornamental work which is normally performed by two (2) Iron Workers, one (1) may be an apprentice.

K. Bond Language - A surety or Certified Check in the full amount of bond required may be required of any Employer who was not signatory to the previous agreement or has been listed as a delinquent contributor by Health and Welfare and/or Pension Funds included in this agreement. In the event that any Employer, covered by this agreement, should become delinquent, such Employer shall be required to post a bond in the amount specified below, or at the union's option, provide a cash bond in the same amount.

- 1.) For one or two iron workers, the bond shall be \$25,000.00
- 2.) For three to five iron workers, the bond shall be \$50,000.00
- 3.) For six to twenty iron workers, the bond shall be \$75,000.00
- 4.) For twenty-one or more iron workers, the bond shall be \$100,000.00

Any disputes over the proper Wage and Fringe Benefit Bond shall not be subject to arbitration or the settlement of disputes provisions in the contract. Should any Employer who is properly bonded desire to employ more iron workers, the Employer shall increase the amount of its bond to cover such additional employees prior to the commencement of work.

The officers of the employer who continues to employ iron workers without being properly bonded, shall be personally liable for any unpaid wages and benefits in the event the Employer does not pay its obligations under this agreement. The personal liability shall be limited to the amount the bond should have been as set forth above.

L. All parties to this agreement recognize the value to the community and to the construction industry of a joint labor-management committee serving the construction industry. To this end, all parties to this agreement agree to participate in, support and, equally fund the operation of the Tri-County Construction Labor-Management Council (TRICON). TRICON contributions represent a joint and matching contribution on behalf of each Employer and each employee of crafts signatory to this agreement. TRICON contributions represent a joint and matching contribution on behalf of each employer and each employee. In the event that TRICON contributions are discontinued, the existing wage scale shall be increased by an amount equal to half of the contribution rate at the time such contributions are discontinued.

Effective May 1, 2021.....\$.06 per hour

**ARTICLE 11  
DRINKING WATER - CLOTHES ROOM**

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

**ARTICLE 12  
COMPENSATION INSURANCE**

A. The EMPLOYER must at all times provide Workmen's Compensation Insurance and, even if not required by law, shall voluntarily elect to contribute to the Unemployment Compensation Fund of the State of Illinois.

B. EMPLOYER agrees to pay an employee, who is injured on a job and who goes to hospital or doctor's office and who is unable to return to job by written order of the doctor, a full day's pay for that day. If he returns to the job that day, he is to be paid in full for time lost that day.

C. Iron Workers injured on the job who are still employed by that EMPLOYER and who are advised by the EMPLOYER'S designated doctor to make further visits in connection with the injuries sustained on the job, shall make such visits to the EMPLOYER'S doctor during working hours, with no less of wages for time spent visiting the doctor.

D. An EMPLOYER may require a physical or medical examination for employees described in C., Article 12.

E. No employee or applicant for employment shall be required by the EMPLOYER to complete any application for employment except required payroll and emergency information.

NEGOTIATED WORKERS' COMPENSATION - It is agreed to authorize labor and management to evaluate and possibly implement a negotiated workers' compensation program during the term of this agreement.

**ARTICLE 13  
REPORTING TIME**

- A. If there is to be no work due to inclement weather, the employee shall be notified by phone or text message one (1) hour prior to start time. (Employer is not responsible for invalid phone number). If employee reports to work without said prior notification, they shall receive two (2) hours pay.
1. If the employee works past a two (2) hour period, he shall receive four (4) hours pay as such. He must remain on the job to collect four (4) hours pay.
  2. If the employee works past a four (4) hour period, he shall receive six (6) hours pay as such. He must remain on the job to collect six (6) hours pay.
  3. If the employee works past a six (6) hour period, he shall receive eight (8) hours pay as such. He must remain on the job to collect eight (8) hours pay.
- B. If an employee is called out on the job and through no fault of the employee, does not work four (4) hours, he shall receive four (4) hours pay weather permitting.
- C. If an employee is not able to work because of cold temperature, he shall receive pay for time worked.

**ARTICLE 14  
FOREMAN**

- A. When one (1) employee is employed and is required to read blueprints, he shall receive Foreman's wages. When two (2) or more employees are employed, one shall be selected by the EMPLOYER to act as Foreman and receive Foreman's wages. The Foreman is the only representative of the EMPLOYER who shall issue instructions to the workmen.
- B. The EMPLOYER may employ on one piece of work as many Foremen or pushers as in his judgement is necessary for the safe, expeditious and economical handling of the same.
- C. There shall be a General Foreman on each project employing fifteen (15) or more employees and he shall not work with his tools. The General Foreman shall be selected by the EMPLOYER and the General Foreman shall be a journeyman iron workers who has been a member of Iron Workers Local Union No. 112 for at least six (6) months. He shall receive General Foreman's wages. He shall issue instructions only to the Foreman under his supervision.

**ARTICLE 15  
IRON WORKERS REQUIRED ON GUY AND STIFF LEG  
DERRICKS AND OTHER POWER EQUIPMENT**

- A. The following will require not less than six (6) men and a Foreman:
1. Any work using guy or stiff leg derricks
  2. Any work requiring two cranes at the same time to hoist structural steel or machinery and other equipment.
- B. The following will require not less than four (4) men and a Foreman:

1. The erection and shaking out of structural steel
  2. The unloading, transporting and setting of machines and equipment that weighs five (5) tons or more.
- C. The following will require not less than three (3) men and a Foreman:
1. The unloading of structural steel to a stock pile.
  2. The unloading of reinforcing to a stock pile if the amount of Iron Workers are available on the job site, then no less than two (2).
  3. The setting of wall bearing structural steel and bar joint.
  4. The erection of columns, beams and joist under eight (8) hours work.
  5. The unloading and erection of Pre-Engineered Buildings.
- D. The following will require not less than two (2) men and a Foreman:
1. The transporting of structural steel, with a boom truck, fork truck, straddle buggy side boom CAT, and machinery under 5 tons.
  2. The setting of made up reinforced columns and beams.
  3. The setting of made up reinforcing rod mats and caisson baskets (these can be set with 2 men if no other Ironworker is employed on job.)

### **PRECAST & MISCELLANEOUS IRON**

There shall be no limitation on the number of men required for the erecting of precast and miscellaneous iron. The number of men required shall be determined jointly by the Contractor or his Representative and the Business Representative of the Iron Worker depending on the nature of work involved.

### **ARTICLE 16 REINFORCING AND RIVETING**

- A. Riveting gangs shall be composed of not less than four (4) men at all times. The EMPLOYER may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid double time for such time worked before the regular starting time.
- B. When three (3) or more riveting gangs are employed on any job, a 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.
- C. No member 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.

D. No employee need be employed on concrete pours with reinforcing in place when the pour contains 7 cubic yards or less.

E. On pours over 7 cubic yards an employee must be on the jobsite and available to maintain or adjust the reinforcing, but may be required to perform other tasks on the same structure.

F. On all concrete pours where mesh is in the pour, there shall be a minimum of one (1) ironworker for installing, maintaining, or pulling of mesh.

G. On laying and cutting mesh, one (1) ironworker will be employed as long as no other person or building tradesman assists him.

## **ARTICLE 17 SAFETY PROVISIONS**

Safety. It is recognized that there are important roles to be performed by both management and labor in the prevention of accidents and to ensure a safe and healthy work environment. The worksite shall be maintained in a clean and orderly state, which in-turn will encourage a safe, efficient and more productive operation.

It is important to succeed in this mutual endeavor. Failure of this effort can produce emotional stress, financial hardship and loss of work not only to the employee, but also to the employer.

It is of mutual benefit to both labor and management to work together and pledge jointly that they will do all that is conceivable to maintain a safe, hazard free work environment on each jobsite. Regular jobsite inspections, continuous safety training on and off the jobsite, establishment of emergency procedures for each jobsite and a commitment of continuing teamwork between the parties to this agreement will produce the desired results.

It also should be noted that is any employee fails to comply with any of the company's safety rules or policies, that employee may find himself/herself in jeopardy of being dismissed by the employer.

The EMPLOYER, the UNION and employees will cooperate in the prevention of accidents and in the protection and promotion of the safety and health of employees. Protective equipment as required by the applicable standards of the Federal and State safety and health regulations shall be worn and used by employees in accordance with those standards as a condition of employment. All safety shoes and prescription safety glasses required to conform to applicable safety standards will be furnished by the employer. Health and safety equipment furnished to an employee by the employer for use while working for the EMPLOYER must be returned to the EMPLOYER in order for the employee to receive a replacement. An employee shall return any equipment furnished to him by an employer for use while working for the EMPLOYER.

### A. Planking floors:

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 minimum of twenty-five (25) feet beneath each working point scaffold shall remain open or uncovered and all such floors shall be planked and within a minimum radius of ten feet.

1. There will be adequate landing platforms on all buildings where building materials are stored or stockpiled.

2. Any bridge or overpass twenty-five (25) feet or higher will be netted.

B. Stiffening and supporting working load points:

When iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

C. Riding the load or load fall:

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

D. Slings:

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

E. Protection of signal devices:

Proper practical safe housing, casing or tube, shall be provided for any and every means, method, 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.

F. 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.

G. Welding Machines:

When arc welder or acetylene torches are used while working aloft on all structural frames, stagings, scaffolds or ladders no less than two (2) Iron workers shall be employed for each unit. When needed together, they shall be classed as 1 unit.

When working aloft in aerial lifts the following welder helpers shall assist. One or two welders – one helper; three or four welders – two helpers; five or six welders – three helpers. The same ratio shall be followed when more than six welders are employed and working aloft in aerial lifts.

All welder helpers and groundmen shall be Iron Workers.

When welders and cutting torches are to be used on ground level or on floor level it will be decided between the Foreman and the contractor or his representative as to the helpers with the above units.

When welders or burners are working in a group the following helpers shall assist. Two (2) welders - 1 helper. When three (3) or four (4) - 2 helpers. Five (5) or six (6) -3 helpers. For purposes of this paragraph, a group shall mean all welders or burners working on the same piece of equipment. This does not apply to work described in the first paragraph of this Section G.

H. The EMPLOYER shall furnish to employees who are engaged in any welding or burning, if required, such protective clothing as gloves, sleeves, hoods and pants.

I. Projected Studs:

No structural steel will be erected which has any projected studs already fabricated on walking surface of it.

J. Guard Rails:

There shall be temporary guard rails in all buildings under construction which are over one (1) story.

K. Hard Hats:

Hard hats shall be worn at all times on all jobs within the jurisdiction of this contract.

L. The EMPLOYER agrees to have a grounded electrical system for use with grounded electrical tools and extension cords.

M. All multiple lift rigging procedures shall meet Federal OSHA standards and have Business Managers approval.

N. On all river bridge construction, the EMPLOYER agrees to have a power operated boat to patrol the river where employees are working over water. It is also agreed this boat will be operated by a qualified Iron Worker life guard.

O. Cell Phones:

Because they create distractions and disrupt regular work routines, 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 pager with an audible alarm must ensure the alarm is turned off during hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

## **DRUG AND ALCOHOL POLICY**

Employees are the contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, Employers propose a policy that follows Substance Abuse and Mental Health Services Administration (hereinafter, SAMHSA, formerly know as NIDA) guidelines. Contractors will develop and maintain a drug testing program for their employees and supervisory personnel. Testing may be done prior to employment, periodically (defined as no more than one time per individual in any 12-month period), upon reasonable suspicion and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair. Laboratories selected to perform testing will be SAMHSA certified. Possession, sale or use of alcohol (definition to be included in testing procedures) or unauthorized prescribed medicines on the Employer's property, site of construction, or during working hours regardless of location, shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined as a positive under this policy).

All applicants for employment with any signatory contractor can be required to submit to and pass a drug test at the Employers expense. Should the Employer require a new applicant to be drug tested, that applicant shall be placed on the Employer's payroll before testing begins. If an employee is notified that the results are positive, they will immediately be asked to leave the job site and paid up through time of notification.. All drug testing will be performed during normal working hours.

No test need be performed, however, if the applicant has been employed by a contractor covered by this agreement, provided the individual authorizes the contractor to obtain information from past Employers to establish the individual's participation in this drug and alcohol testing program. All request for information and information

provided shall be maintained in strict confidence.

It is recognized that employees may be required to submit to testing as required by a project owner at the Employers expense. Employees must agree to such testing, provided such tests meet the minimum standards of this policy. Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all purposes under this agreement and shall give rise to a rebuttable presumption that the employee had violated this policy.

Within three days after notification of a positive drug test result, an employee subject to this policy can request the Employer to direct the MRO (Medical Review Officer) to authorize testing of the split sample at another SAMHSA laboratory of the employees choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the Employer shall reimburse the individual for the cost of that test and if employment is available, shall provide that individual with employment.

Employees taking prescription medication which, according to their physician, may have physical or mental side-effects which could affect their performance on the job, should report the use of said medication to site supervision. Employees who report the use of lawfully prescribed medication shall not be disciplined for use of same, but may, upon the advice of the Medical Review Officer, be subject to possible reassignment to less hazardous operations. The Employer reserves the right to have its physician determine if a prescription drug produces hazardous effects. It is prohibited for employees to share or distribute prescribed medications or over-the-counter medicines to fellow employees.

An employee reasonably suspected to have used alcohol shall be required to submit to testing conducted in accordance with the procedures and methods adopted by the Federal Department of Transportation (40 CFR Part 40). A positive test will be reflected by a blood-alcohol content equal to, or greater than, the current Illinois State Motor Vehicle regulations.

No reasonable suspicion test can be performed unless the company representative involved in the decision to test has received training outlined under federal regulations (Federal Register 59 Fed. Reg 7333-4) for the Department of Transportation regarding drug and alcohol testing.

Employees tested upon reasonable suspicion shall not receive compensation for time spent away from the job while being tested, unless the result is negative. Compensation shall include any wages and benefits that would have been paid had the employee's work hours not been interrupted by the test. Upon written consent of the suspected employee, the Union shall be notified that this member has been requested to submit to drug and/or alcohol testing.

Any employee who feels that he or she has developed a problem with alcohol or drugs is encouraged to seek assistance before it deteriorates into a disciplinary matter. Requests for assistance will be handled in the strictest confidence within the company and the union. The Company will act in concurrence with the Union Health and Welfare Plan to help any employee who voluntarily notifies a company representative that he or she may have a substance abuse problem in obtaining suitable treatment. A written medical release will make the employee eligible for immediate reinstatement, provided the Employer has work available and the employee continues the required chemical dependency treatment program. Depending upon the recommendation of the treating health care provider, the Employee may be subjected to follow-up testing. Discipline, up to and including termination, may be imposed in the event it is reported by the treating health care provider that the employee has failed the plan of recovery. It is understood that the goal is not being one of replacing an employee who voluntarily sought help and continues to seek help after initial treatment, but rather one of encouraging those whose feel the need for help to seek it.

Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

The provisions of this policy, requiring all employees to present themselves at work not having used alcohol and drugs, shall apply to all other individuals entering company property including, but not limited to, part-time personnel, temporary personnel, vendors, contract personnel, subcontractor personnel, consultants and any employees of contractors working on the jobsite or company property.

The parties agree to review drug and alcohol programs with the objective of implementing a program that is cost effective and meets the objectives of IMPACT.

## **ARTICLE 18 WORKING EMPLOYER**

The EMPLOYER will not personally perform any work that comes under the jurisdiction of work covered by this agreement. Any employee who ceases work for an employer and starts working for himself shall automatically cease to be affiliated with the UNION.

## **ARTICLE 19 HIRING AND LAYOFF**

A. Employees are to be notified of lay off no later than ½ hour before quitting time, but shall continue working until quitting time.

B. Referral Procedure - In order that the EMPLOYER shall have a competent working force and to promote efficiency and safety of operation, the EMPLOYER and UNION agree that:

1. The Union shall maintain a list of persons available for employment and shall not discriminate in its referral process and the Employer shall not discriminate in hiring such persons on account of membership or non-membership in the Union, race, color, religion, sex, age, national origin, ancestry, veteran status, or physical or mental handicap unrelated to job performance.

Persons seeking referral must fill out applications at the Union Hall at reasonable times and conditions set by the UNION and posted at the UNION Hall.

2. The EMPLOYER shall request the UNION to refer applicants as required and shall not hire persons not referred by the UNION, and shall not in any manner circumvent the UNION in recruiting applicants. The EMPLOYER reserves and shall have the right to accept or reject, employ or not employ any applicant referred by the UNION. No supervisor of the EMPLOYER who holds UNION membership shall be bound in the performance of his duty to the EMPLOYER by any obligations of UNION rules, bylaws or membership.

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

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

GROUP 2: All applicants for referral who have worked at the trade in the job classifications set out in this agreement for more than five years prior to the effective date of this Agreement, regardless of territorial jurisdiction or service in the unit.

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

4. The UNION undertakes no obligation to search for, or by any means locate an applicant on the current referral list who is not physically present in the UNION Hall when referrals are made pursuant to a request of the EMPLOYER.

5. When a request for referral has been made by an EMPLOYER, the Business Agent of the UNION shall refer applicants present in the UNION Hall by first referring applicants in Group 1 in the order of their places on the out-of-work list and then referring applicants in the same manner successively from Group 2, then Group 3. An applicant who is rejected by the EMPLOYER shall be returned to his appropriate place within his group.

6. The EMPLOYER has the rights to request by name, any applicants on the referral list in Group 1, and such applicants shall be referred out if then on the out-of-work list. By mutual agreement between the EMPLOYER and UNION any or all referral provisions contained herein may be waived on any particular project or job.

7. Subject to those employees retained being qualified and capable of performing the necessary job duties, the EMPLOYER shall lay off employees in the reverse order of their group classification set out above, with Group 1 employees the last to be laid off.

8. The provisions of this article shall be posted by the EMPLOYER at its premises where notices to employees and applicants for employment are customarily posted, and shall be posted by the UNION at its Union Hall where notices to applicants for referral are posted.

9. Apprentices may remain with their original employer except in extreme cases where the Joint Apprenticeship Committee decides they are not gaining a broad experience in the trade and may assign them with another employer.

C. The EMPLOYER agrees to notify the local UNION office prior to 3:00 P.M. the day preceding of new manpower requirements. If such request is made by 3:00 P.M., the employees shall be on the job ready to work at starting time.

D. The parties further recognize the provisions of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the National Labor Relations Act, Executive Order 11246 and any Affirmative Action programs of the Parties.

## **ARTICLE 20 TOOLS**

A. Employees shall furnish, for their own use, all necessary hand tools to enable them to effectively install such work.

B. The EMPLOYER agrees he shall furnish any hand tools that cost in excess of one hundred dollars (\$100.00) per tool, but excluding wire reels.

C. The EMPLOYER agrees to replace any tools with tools of equal value broken on the job, stolen due to break-in of tool box or shed, or lost due to fire if inventory of such tools is submitted to the EMPLOYER at the time they are brought on the job.

D. The EMPLOYER shall furnish all other tools required to properly do the work and no employee shall be held accountable for the loss or breakage or damage to tools or equipment in his charge.

E. The EMPLOYER agrees that if the type of work requires certification, the EMPLOYER will bear all the expenses relative to employee's certification. The certification papers will be given to the employee at termination of employment.

F. When an iron worker's tool room and/or structural bolt room is established by the steel erection contractor, the man employed in same shall be an iron worker.

## **ARTICLE 21 SHIPPING EMPLOYEES**

Employees shipped to jobs or work out of the jurisdiction of the local UNION shall receive transportation, traveling time and expenses, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty 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.

## **ARTICLE 22 BUSINESS REPRESENTATIVE**

A. The Business Representative of the UNION shall be permitted to visit all jobs, but will in no way interfere with the progress of the work.

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

C. The EMPLOYER agrees to hold a pre-job conference with local UNION, if requested. Time and place of pre-job to be agreed on by EMPLOYER and UNION and to be held prior to job start, if possible.

## **ARTICLE 23 UNION SECURITY**

All employees who are members of the International Association of Bridge, Structural, and Ornamental Iron Workers on the effective date of this Agreement shall be required to remain members of the Association in good standing as a condition of employment during the term of this Agreement. All employees may be required to become and remain members of the Association in good standing as a condition of employment from and after the eighth (8th) day following the date of their employment, or the effective date of this Agreement, whichever is later.

**ARTICLE 24**  
**JOB STEWARD**

A. There shall be a Steward on each job who shall be appointed by the Business Representative. He shall keep a record of the workers laid off and discharged; and take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them he must promptly report the fact to the Business Representative who shall report same to the proper officer of the UNION so that efforts can be made to adjust any matter without a stoppage of work. He shall see that the provisions of this agreement are complied with a report to the UNION the true conditions and facts. The Steward shall have no authority to call, instigate or condone any strike work stoppage or interruption of work on the job.

B. The EMPLOYER agrees that the Job Steward will not be discharged until after proper notification has been given to the UNION and further, when employees are laid off the Job Steward will be the last man laid off providing he is capable of performing the work in question.

C. The Job Steward shall see that any injured worker receives proper treatment. If the worker cannot transport himself for treatment or home, the Job Steward shall arrange for or provide same without loss of time. If the injury is serious and required transportation in an ambulance, the Job Steward shall accompany the man.

**ARTICLE 25**  
**STRIKES, LOCKOUTS AND ARBITRATION**

A. Any difference, controversy or grievance relating to this Agreement which cannot be settled between the Steward on the job and the appropriate EMPLOYER Representative shall be referred by either party to the Business Representative of the UNION and the EMPLOYER.

B. If settlement of a grievance as described above is not reached, then either the UNION or the EMPLOYER may refer the grievance to arbitration by notice in writing to the charged party within ten (10) calendar days.

C. After the grievance has been referred to arbitration as provided above, the EMPLOYER and the UNION shall request the Federal Mediation and Conciliation Service to furnish a suggested list of names of five arbitrators from which the EMPLOYER and the UNION shall select one arbitrator. Such selection shall be by agreement, if possible. Otherwise by the parties alternately eliminating names from said list, the remaining one shall be accepted as the arbitrator to hear and decide the pending case. The decision of the arbitrator shall be final and binding upon all parties to the dispute. Expenses of arbitration, including the arbitrator's fees and expenses, shall be borne equally by the parties.

D. The arbitrator shall have no power to change or detract from or add to the provisions of this Agreement.

E. Jurisdictional disputes between labor organizations shall be excluded from the above arbitration procedure, except those jurisdictional disputes which may be referred to this procedure as a final and binding resolution of jurisdictional disputes which cannot be resolved under Article 1, (I) of this agreement.

1. EMPLOYER agrees that all of its subcontractors and sub-subcontractors of all tiers are subject to the provisions of this Section and all decisions, agreements and settlements of work assignments.

2. In rendering a decision on any dispute, the Arbitrator shall only apply the following factors and only in the order listed. The first listed factor which the Arbitrator finds to be applicable shall govern the case and the Arbitrator shall not use any other factors in reaching a decision.

- a. Any previous local agreement between the crafts involved.
- b. Local area practice on the assignment of the work at issue in the area where the work is to be performed.
- c. Any previous agreement of record, including a disclaimer agreement, between the parent bodies of the crafts involved.
- d. The relative skills, efficiency, and abilities of the crafts involved, which shall include consideration of apprenticeship instruction in the exact work at issue, number of persons in each local who have the demonstrated ability to perform the work at issue, the existence of a referral system which allows the Employer to request employees who have the skills required to perform the work at issue, and the extent to which the craft has performed the work at issue on other occasions.

3. The Union shall not institute any action at law or in equity in any state or federal court over a work assignment issue so long as the Employer follows the procedure set out in this Section and acts in accordance with any decision, agreement or settlement on the assignment of the work.

F. No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of the filing of the written complaint as provided in this article. Any wages earned elsewhere during this period shall be deducted from any retroactive pay which might be awarded. The arbitrator's award on Jurisdictional disputes referred to this arbitration procedure from Article 1, (I) of this agreement shall be prospective only, except in cases of repetitive assignments by contractors or repetitive claims by unions which are in direct contravention of previous decisions under this procedure. In these cases the arbitrator may assign monetary damages not to exceed thirty (30) days from the date of the filing.

G. It is agreed by the UNION and the EMPLOYER that as long as arbitration procedure is followed there will be no lockouts, strikes, slowdowns, or stoppage of work, and that this optional arbitration shall be the final procedure for all jurisdictional disputes and questions over the interpretation of this agreement except for due process available to trust funds under the terms of the trusts named in this agreement and action by the Union on matters related to the lack of payment of wages as required herein.

In the event the EMPLOYER does not immediately comply with the arbitrator's decision the UNION shall be free to strike to enforce the award. In the event the UNION does not immediately comply with the arbitrator's decision the EMPLOYER shall be free to lock-out the employees.

## **ARTICLE 26 SAVING CLAUSE**

Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such

invalidation the parties hereto agree to immediately meet to re-negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect. It is agreed by the UNION and the EMPLOYER that there will be no lockouts, strikes, slowdowns or stoppages of work because of any invalidation of any part of this Agreement.

## ARTICLE 27 DURATION AND TERMINATION

This agreement shall become effective May 1, 2021 and remain in full force and effect through April 30, 2025 and shall continue in force from year to year thereafter unless notice is given in writing to the other party at least sixty (60) days prior to the expiration date.

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

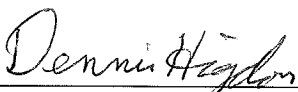
## ARTICLE 28 SCOPE OF AGREEMENT

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.

This article does not negate any independent agreement arrived at with regard to the program referred to as "The Peoria Plan" or any successor affirmative action program.

In witness whereof, this Agreement has been executed by the parties hereto as of the 1st Day of May, 2021 in the City of Peoria and State of Illinois.

GREATER PEORIA CONTRACTORS AND  
SUPPLIERS ASSOCIATION, INC.

BY:   
Dennis Higdon, Executive Director

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

BY:   
Jason Emerick, Business Manager

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

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Company or Corporation (Name)

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Representative Signature

---

Address

---

City

---

State

---

Zip Code

---

(Area Code) Telephone Number

---

Date

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

BY: \_\_\_\_\_  
Business Manager

**ADDENDUM TO THE AGREEMENT BETWEEN  
INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS  
LOCAL UNION #112, PEORIA, IL  
AND  
GREATER PEORIA CONTRACTORS & SUPPLIERS ASSOCIATION, INC.**

**EFFECTIVE DATES:**

**May 1, 2021 through April 30, 2025**

In recognition of peak employment demands, the Employer and Union agree to implement a "Probationary Member" classification and minimum rate of wages.


Terms and conditions of this Addendum:

- a. The intent of this addendum is to meet peak manpower demands when journeymen and apprentices are not available.
- b. The Union will notify the Employer when a "Probationary Member" is referred.
- c. Employers agree the minimum rate of wages shall be 60 percent of the journeyman rate of pay and full fringe benefit payments.

Signed this 1<sup>st</sup> day of May, 2021

International Association of Bridge, Structural  
Ornamental & Reinforcing Iron Workers  
Local Union No. 112  
3003 North Main St.  
East Peoria, IL 61611

Greater Peoria Contractors  
and Suppliers Association, Inc.  
1811 W. Altorfer Dr.  
Peoria, IL 61615

  
Jason Emerick  
Business Manager

  
Dennis Higdon  
Executive Director