

## **AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of May, 2001, by and between the Quad-City Builders Association, Inc. and its member employers, and/or any individual signers, who are engaged in the construction industry as described herein, each employer or signer hereinafter referred to as "Employer" or "Contractor", and the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRONWORKERS LOCAL NO. 111, hereinafter referred to as the "Union."

The Quad-City Builders Association, Inc. and its member Contractors recognizes the Union within the territorial jurisdiction of the local union as the exclusive bargaining agent on all matters pertaining to wages, hours, and other conditions of employment for all employees performing iron work, said employees hereinafter referred to as "Ironworkers."

## **PREAMBLE**

This Agreement entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and to prevent waste, unnecessary and 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 procedure by which these ends may be accomplished.

The Employer agrees that all Ironworkers covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required to remain members in good standing in the Union as a condition of their employment during the term of this Agreement. The Union agrees to give the Contractor a written notice when an Ironworker is not in good standing. All new Ironworkers covered by this Agreement shall be required to make application for membership to the Union after the eighth (8th) day following the beginning of such employment, or the effective date of such Agreement whichever is later. This paragraph shall be effective only in those states permitting Union Security.

## **Article 1 CRAFT JURISDICTION**

### **Jurisdictional Disputes**

SECTION 1. The Employer recognizes the Union as the sole and exclusive majority collective bargaining representative in a bargaining unit comprising all employees engaged in work within the occupational jurisdiction of the union as set forth in Section 2 and all the work in section 3 & 4 that has historically and traditionally been performed by Ironworkers in the union's geographical jurisdictional area.

SECTION 2. The Union scope of work includes the field fabrication, construction and erection of iron, steel, ornamental, lead, bronze, brass, copper, aluminum and plastics or other materials when used in place thereof and ornamental fencing of all types as traditionally used by Ironworkers in commercial and industrial environments within the union's jurisdictional area.

SECTION 3. The union also makes a claim for its members for the jurisdictional work set forth in article 4 of its International Constitution that has been historically and traditionally performed by the local union within its jurisdictional geographical area. The reference herein to Article IV of the Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers incorporates solely the description of specific work set forth in that provision. It is understood that the parties are not accepting or in any way incorporating in this collective bargaining agreement the last sentence of Article IV of the Iron Worker's Constitution.

SECTION 4. The union claims the jurisdiction of the following items as tools of the trade- set up, use and disassembly of all types of jacking systems and all equipment associated with them, fork lift trucks, portable electric hoists, air tuggers, scissors scaffolds, scaffolding of any description, JLG or similar hoists, power scaffolding, welding machines and any type of vehicle used to roll out wire mesh and pick up trucks or other vehicles of this classification.

SECTION 5. The union agrees that there will be no stoppage of work due to jurisdictional disputes.

SECTION 6. All work within the occupational jurisdiction of the union shall be performed by members of the bargaining unit.

## **Article 2 HOURS OF WORK**

Normal hours of work shall commence at a regular time between 7:00 am and 8:00 am at start of job on a weekly basis with prior approval of the Union and Employer, and continue for eight and one-half (8 1/2) hours thereafter with one-half (1/2) hour for meal break as close as possible to the midpoint of the eight and one-half (8 1/2) hour period. All work after 8 hours per day or forty (40) hours per week shall be overtime. Any and all hours worked in excess of ten hours per day Monday thru Friday, Saturday after eight (8), Sundays and holidays shall be at double the straight time rate.

Changes in the work hours per day, but not to exceed an eight (8) hour day at straight time rate may be made to meet special conditions by agreement between the Employer and the Union.

## **Article 3 SHIFT WORK**

When two shifts are employed on the same project, the first or morning shift shall work eight (8) hours and receive eight (8) hours pay at the applicable rate.

The second shift shall work seven and one half hours (7 1/2) and receive eight (8) hours pay at the applicable rate.

When three shifts are employed on the same project the hours and rates for the first two shifts shall be those stated above and the third shift shall work seven (7) hours for eight (8) hours pay at the applicable rate.

The first or morning shift shall be started no earlier than 7:00 am and no later than 8:00 am.

In all instances when less than the prescribed time is worked, then a proportionate part of the eight hours shall be paid at the applicable rate.

On all shift work performed on Saturday, Sunday or holidays, the applicable overtime rate shall start with the first or "morning" shift. Not more than one (1) shift shall be allowed on a job of less than five (5) days duration, except in case of an emergency, which shall be decided by the General Executive Board.

#### **Article 4 OVERTIME and HOLIDAYS**

Time and one half shall be paid on the first two (2) accumulative hours of overtime depending on regular start time. (See Article 2 - HOURS OF WORK)

Any and all hours worked in excess of ten (10) hours per day Monday through Friday shall be at double the straight time rate.

The first eight (8) hours worked on a Saturday shall be paid at one and one half times the hourly rate. All hours over eight (8) worked on Saturdays, Sundays and recognized holidays shall be paid at double the straight time rate.

The following holidays shall be observed: New Years Day, Memorial Day (this holiday shall be observed on the Federal Holiday), Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Ironworkers wishing to observe Veterans Day shall give employer forty-eight (48) hours notice with no repercussion.

Any Holiday which occurs on a Sunday shall be observed the following Monday.

No work shall be required of Ironworkers on Labor Day. Any work to be performed on any other holiday will require notification to local union office and the number and name of Ironworkers scheduled to work. The refusal of any Ironworkers to work on a holiday shall not result in any sort of discharge.

#### **Article 5 REPORTING FOR WORK**

Any Ironworker who shows up for work upon request shall receive two (2) hours pay if he is not put to work. All show-up time Monday through Friday shall be at the straight time rate if between 7:00 a.m. and 8:00 a.m. Any Ironworker who shows up for work contrary to the instructions, regulations or notification of the Employer shall not be eligible for nor receive the two (2) hours show up time. Notification shall be as follows: "It shall be the employee's responsibility to be available at the telephone number provided to the employer each morning of the work week and if the employer makes notification at the telephone number provided by one hour prior to start time and the employee is not available and shows up for work, he will not qualify for show up time. If driving time is more than one hour to the job site, arrangements will be made between the employer and employee regarding notification. Any Ironworkers eligible for pay must remain on the job site for two (2) hours and start working when requested.

Any Ironworker starting work shall receive four (4) hours pay, weather permitting work, and after four (4) hours he shall be paid for actual hours worked. Ironworkers on all Bridge and

Dam work where boats are required to get to the work station, shall be paid from the time they leave the shore line, until they return to the shore line.

In the event the employer calls for an Ironworker or Ironworkers at 7:00AM or after to report for work on the same day, the applicant or applicants shall be allowed a reasonable length of time to report for work and shall be paid from the time of confirmation that the applicant is reporting for work, but provided the Ironworker or Ironworkers shall be allowed one-half (1/2) hour to report for employment, in any metropolitan area (Quad Cities, Clinton, Galesburg, Muscatine, Kewanee) and one (1) hour if Ironworker or Ironworkers Travel over thirty-five (35) or more miles from residence. The previous sentence applies only on the first day of employment.

If a request for Ironworkers is made before twelve (12) noon the previous day, the Ironworker shall report for work at the designated starting time or he shall be paid from time of arrival if after designated starting time.

**Article 6  
REFUSAL OF EMPLOYMENT**

The Employer shall have the right for any reason whatsoever to refuse to hire any applicant and to terminate the employment of any Ironworker.

**Article 7  
WAGES**

Effective May 1, 2001 the wage rate for Journeyman Ironworkers shall be \$21.58 per hour, effective May 1, 2002 an additional \$1.25 per hour wage increase – distribution to be determined by May 1, 2002 and effective May 1, 2003 there will be a \$1.25 per hour wage increase – distribution to be determined by May 1, 2003, as follows.

Twenty-five cents (\$.25) of the May 1, 2002 and twenty-five cents (\$.25) of the May 1, 2003 wage increase as an incentive to complete twelve (12) hours of Journeyman upgrading to 75% of membership (exact number of membership and funding to be established by Joint Apprenticeship Training program and Journeyman Upgrading Funds through a contractor contribution set forth in the Collective Bargaining Agreement). The twenty-five cents (\$.25) increases are contingent that the JATC provides a sufficient agenda to accomplish these goals within a reasonable time frame.

The Union shall compile and maintain a database with current information on the Journeyman Upgrading Program. This information shall be available to signatory contractors by phone or fax machine for verification.

Deadline	Hours	Percent	Incentive \$
May 1, 2002	12	75%	\$.25
May 1, 2003	12	75%	\$.25
May 1, 2004	12	75%	\$.00

The rate for Pusher with less than four men shall be five percent (5%) per hour above the Journeyman's rate.

The rate for Foreman shall not be less than eight percent (8%) per hour above the Journeyman's rate.

The rate for General Foreman shall not be less than 10 percent (10%) per hour above the Journeyman's rate.

When an Ironworker or Ironworkers are required, as a result of trade agreements entered into by the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and the United Brotherhood of Carpenters and Joiners of America to work in any composite crew work that requires a Master Millwright classification, there shall also be a local Ironworker with a classification of Master Ironworker and the duties of said Master Ironworker shall be the same as those of the Master Millwright. The scale of wages for said Master Ironworker shall be twelve percent (12%) over the journeyman's rate.

When employees are required to work in areas that necessitate the wearing of Hot Suits with respiratory protective equipment, they shall be paid ten percent (10%) above the applicable wage rate. If employees are entitled to wear Hot Suits any time during the shift, they will be paid the applicable rate for the entire shift regardless of time worked while wearing hot suits.

Employees working in the A-B-C levels on Haz-Mat site jobs shall be paid at 12% above the applicable wage rate and 3% over normal Apprentice Training contribution. They will be paid the applicable wage rate for the entire shift regardless of time worked in A-B-C levels.

Wage rates for apprentices shall be as follows:

1st	six months -	65% of Ironworker scale
2nd	six months -	70% of Ironworker scale
3rd	six months -	75% of Ironworker scale
4th	six months -	80% of Ironworker scale
5th	six months -	85% of Ironworker scale
6th	six months -	90% of Ironworker scale

#### APPRENTICE RATIO:

The ratio of apprentices company wide shall be four (4) journeymen and one (1) apprentice on all work other than the erection of structural steel which shall be five (5) journeymen and one (1) apprentice.

An apprentice may be utilized in the installation and pulling or mucking of wire mesh or re-enforcing provided however he or she is not the only ironworker on the project or on the particular Employer's payroll.

#### FRINGE BENEFITS:

As of May 1, 2001 contribution of \$3.86 per hour for Pension shall be contributed for apprentices and pretrial apprentices. As of May 1, 2001 a contribution of \$1.87 per hour for Defined Contribution Plan shall be contributed for apprentices and pretrial apprentices.

## **Article 8 PAY DAY**

The regular pay day shall be once a week on such day as agreed upon between the employer and the Local Union, and wages shall be paid before quitting time, the wages are to be paid in cash or other legal tender.

If job is shut down due to weather or any reason on payday, then the Ironworker will be paid two (2) hours pay to pick up check.

On scheduled payday if checks are not presented to Ironworkers, a 4-hour penalty for every 24-hour period check is late, excluding weekends and holidays.

Employers may withhold no more than three (3) days pay to enable them to prepare the payroll.

Variations of the above clause shall be presented in writing to Local Union Executive Board for consideration and approval.

When Ironworkers are laid off, or discharged they shall be paid in full, in cash or other legal tender, on the job immediately and if required to go to some other point or to the office of the Employer, the Ironworker shall be paid for the time required to go to such place. When Ironworkers quit voluntarily, they shall notify their Employer, and the Employer shall have check or checks in the mail by the end of the next regular payday.

The Employer, if requested by the Ironworker at the time of termination of employment, will notify the Ironworker of the reasons for his termination in writing.

Ironworkers being laid off for lack of work shall be notified at least one (1) hour prior to the layoff.

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

Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, and an hour breakdown noting overtime hours and straight time hours, the amount of each deduction, the purpose thereof and net earnings.

Lunch period shall be established reasonably near the middle of the day. If the Ironworker has to work through his lunch period and can only take a short lunch break, the Ironworker shall be paid for his lunch period at the overtime rate.

A Superintendent may give instructions to a foreman who will give instructions to Ironworker or Ironworkers under his direction. Any person can point out any unsafe work practice and any person can point out an emergency condition.

In the event that there is a General Foreman, then the Superintendent may give instructions to the General Foreman.

If for any reason a crew is short of stipulated size and an employer or steward has checked with Local Union office for Ironworkers, the work will continue until Ironworkers become available.

An Ironworker who does not show up for his regularly scheduled work and does not notify his Employer or Employer's authorized representative prior to or during the first thirty (30) minutes of the shift shall be considered to have voluntarily terminated his employment.

## **Article 9 CONTRIBUTIONS TO BENEFIT**

Effective **May 1, 2001**, and thereafter for the term of the Agreement, each employer shall pay to the Ironworkers Tri-State Welfare Trust established for employee health and welfare benefits, an employer contribution equivalent to **four dollars thirty-four cents (\$4.34)** per hour for each hour worked by Ironworkers.

This check shall be postmarked no later than the 20th of the month following the month for which it is due.

Effective **May 1, 2001**, and thereafter for the term of this agreement, each employer shall pay to the Ironworkers Mid-America Pension Trust, established for employee pension benefits, an employer contribution equivalent to **three dollars eighty-six cents (\$3.86)** per hour for each hour worked by Ironworkers.

Effective **May 1, 2001** and thereafter for the term of this agreement, each employer shall pay to the Ironworkers Mid-America Supplemental Annuity (SMA) Fund, established for the employee pension benefits, an employer contribution equivalent to **forty-three cents (\$.43)** per hour for each hour worked by Ironworkers.

Effective **May 1, 2001** and thereafter for the term of this agreement, each employer shall pay to the Ironworkers Local 111 Joseph/Anthony and Associates Defined Contribution Retirement Plan, established for employee pension benefits, an employer contribution equivalent to **three dollars (\$3.00)** per hour for each hour worked by Ironworkers.

This check shall be postmarked no later than the 20th of the month following the month for which it is due.

If, for any reason, either the above Trusts terminate and provision has not been made for a locally administered trust as herein provided, then the amount or amounts of the required Employer contributions, as set forth above on and after the termination date or dates, shall be added to the hourly rate. Should additional revenue be needed during the term of this agreement to preserve any of the funds established by the above Trusts or a locally administered trust substituted therefore the hourly wage rate shall be adjusted downward in the amount of any additional welfare and/or pension contribution.

In the event that the Union desires to have established a locally administered health and welfare fund or a locally administered pension fund, then upon establishment by the parties hereto of an appropriate Trust with respect to the particular fund meeting all necessary legal requirements, payment on and after a date selected by the parties hereto for health and welfare benefits or for pension benefits, as the case may be, shall be made to such locally administered trust in lieu of the Trust hereinabove designated to receive such payment.

Effective **May 1, 2001**, and thereafter for the term of this Agreement, each employer shall pay to the Quad City Builders-Local #111 Training Program Trust, established for apprenticeship training, an employer contribution equivalent to **thirty-nine cents (\$.39); thirty-one cents (\$.31) Local Apprenticeship Training Program, three cents (.03) forwarded on to support the Institute of the Ironworking Industry and five cents (\$.05) National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund** which will be forwarded on to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund per hour for each hour worked by Ironworkers. The Trustees of the Apprentice Training Program must make an annual evaluation on the financial status of the training program fund prior to the 1st day of March in each year and based on this evaluation a recommendation shall be made to the bargaining committees as to what hourly contribution shall be made for the following year from May 1 through April 30th.

This check shall be postmarked no later than the 20th of the month following the month for which it is due.

Effective **May 1, 2001**, and thereafter for the term of this Agreement, each employer shall pay to the Quad City Construction Industry Advancement Trust, established for advancement of the industry, an Employer contribution equivalent to **six cents (\$.06)** per hour for each hour worked by Ironworkers. The contributions to the aforesaid QCCIAT shall under no circumstances, constitute or be deemed wages due to the employee.

This check shall be postmarked no later than the 20th of the month following the month for which it is due.

The Employer agrees to be bound by the agreements and declarations of trust establishing all of the trusts set forth in this Article which have previously been entered into or which hereafter may be entered into and by any present and future amendments to said agreements. The employer designates as his representatives on the boards of such trust the employer trustees as named in the particular agreements and declarations of trust and their successors and becomes by execution of this collective bargaining agreement of a signatory Employer party to each trust fund agreement set forth above (or continues as a signatory party).

Effective as of **May 1, 2001**, and thereafter for the term of this agreement, all employers agree to deduct a working assessments in the amount of **four percent (4%)** of the gross wages paid to the employees, as levied by the Union in accordance with its Constitution and By-laws from the weekly pay of each employee who has executed authorization for check off form, as provided by the Union. This money will be forwarded to the Local Union office no later than the twentieth (20th) day of the month following the last payroll period of each month.

In the event that during the term of this agreement, the Union increases the working assessment in accordance with its Constitution and By-Laws, the Employers agree to deduct such increased amount from the Employee's pay check and forward the money to the Union as specified above.

The Union will provide the Employer with reasonable notice of any changes in the amount of the working assessments.

The amount of increased assessment shall not be greater than an additional two percent (2%) and the additional assessment shall only be used to provide funding for a supplemental weekly income for non-work related illness or accident or a building fund.

The checks shall be made payable to Ironworkers L.U. No 111 Assessment Fund and mailed to Ironworkers L.U. No 111 -- 8000 29th Street West, Rock Island, IL 61201.

This check shall be postmarked no later than the 20th of the month following the month for which it is due.

Effective as of **May 1, 2001** and thereafter for the term of this Agreement, a vacation withholding in an amount equal to **one dollar and five cents (\$1.05)** per hour for each hour worked shall be deducted from the net pay of all Ironworkers. A separate check made payable to the IH Mississippi Valley Credit Union, Attn: Direct Deposit Department, 2121 47th Street , PO Box 1010, Moline, IL 61266-1010, for deposit in the individual vacation accounts for participating employees. This check is due by the twentieth (20th) of the month following the month for which the withholding is due. In the event that any withheld vacation amount is not mailed within the period provided herein, the Employer shall pay a default penalty of ten percent (10%) of the late amounts, with each additional ten percent (10%) penalty to be distributed pro rata to the account of each employee whose withheld payment is late. Such penalty payment shall be additional compensation to the recipient employees, shall be mailed in the same manner as prescribed above, and shall be paid, together with the vacation withholding, if still unpaid, within fifteen (15) days after receipt by the Employer of notice of the penalty. Any additional failure to pay within the fifteen (15) day period shall result in an additional penalty of fifteen percent (15%) of the original withheld amount payable as described above within twenty (20) days after receipt of notice of additional penalty. Thereafter, appropriate action may be taken to insure withholding and payment as provided herein. In all cases, the time period shall be determined by postmark date of the forwarding envelope.

## **Article 10 SECURITY PAYMENTS**

SECTION 1. The Contractor shall comply with all Federal and State laws governing Workers Compensation, Old Age Benefits, Social Security, Unemployment Compensation, Federal and State income tax withholding and so forth. In all cases, except where otherwise specifically required by law, the employer shall withhold and remit to the State of Illinois the required withholding amounts for residents of Illinois and shall withhold and remit to the State of Iowa the required withholding amounts for residents of Iowa.

SECTION 2. In order to insure Ironworkers covered by this Agreement against the hazards of unemployment, resulting through no fault of their own, Employers who are not automatically within the provisions of State Unemployment Acts, or required to make contributions thereunder, hereby agree to make voluntary application to the proper state authorities so as to come within the statutory provisions of the Illinois and Iowa Unemployment Compensation and Workmen's Compensation Acts relating to Employers who are not under said Acts and Regulations promulgated thereunder, regardless of number employed. The Contractor will furnish the Union their Unemployment Insurance Serial Number.

SECTION 3. Any Contractor, if requested shall be required to post a bond in the amount of Twenty Thousand Dollars (\$20,000) to insure payment of all negotiated wages and contributions. Five (5) days after notification by the Union to the Contractor, if the bonding

provision of this agreement has not been satisfied, either verbally or in writing, the Union shall have the right to withhold Ironworkers from employment by the subject Contractor.

If a project is less than five (5) days duration an Employer shall have the option of depositing an amount of money in an escrow account. These moneys shall be equal to the wages and all other contributions in lieu of posting a bond of the above amount. In the event the Employer does not satisfy either or any of the above provisions, of this Agreement, then the Union shall have the right to withhold Ironworkers from employment by the subject Contractor.

SECTION 4. When requested, Employers who are parties to this agreement will furnish the Local Union signed letters on the letterhead of the individual Employer stating they have employed Ironworkers on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual Employer has performed with Ironworkers.

## **Article 11 WORKING CONDITIONS**

SECTION 1. Contractors shall provide a safe, lit shelter for ironworkers to store their tools and change their clothes. A table to sit down to eat lunch will be provided while employed on the job. When necessary, heat will be provided by the Contractor to this shelter and a separate area will be provided for company tools.

SECTION 2. The employer shall furnish suitable drinking water and toilet facilities at all times. Ironworkers shall be given the time and means to clean up.

SECTION 3. Ironworkers shall be allowed ample time when required to carry in tools and equipment.

SECTION 4. On exceptionally unclean work, such as dismantling or repair of existing or producing foundries, existing or producing steel facilities, cupolas, smoke stacks and such and the moving of old machinery or work in areas of heavy accumulation of grease and or oil, Ironworkers shall be allowed time to wash up provided they remain on the job until quitting time.

SECTION 5. Ironworkers will not be required to work on wet or freshly painted structural steel.

SECTION 6. Ironworkers will not be required to use brass checks, numbers or time keeping devices.

SECTION 7. No Ironworker covered by this Agreement shall be required to take a physical examination in order to secure employment.

SECTION 8. The employer agrees to grant free access to any job on which Ironworkers are employed under the terms and provisions of this Agreement to the Business Representative of the Union, if the granting of such access is in the power of the Employer. The Business Representative will in no way interfere with the progress of the work.

SECTION 9. There shall be no limitation to the amount of work an Ironworker shall perform during the working day.

SECTION 10. No Ironworker will be permitted to furnish, supply or rent to an employer any tools or equipment used in connection with Ironworker's work except for small hand tools. The type of equipment and tools which the employee is prohibited from furnishing, supplying or renting to an Employer include, but are not limited to, welding machines, cutting torches, impact wrenches, power grinders, power drills, pick up trucks and hoisting equipment.

SECTION 11. All Ironworkers shall be personally responsible for wire reels issued to them and when laid off or discharged, if not returned to the company issuing same, shall reimburse the company for the cost of reel. Any costs involved in obtaining return of reel or its cost shall be borne by the Ironworker.

SECTION 12. The Contractor shall furnish required safety equipment, such as, but not limited to hard hats and safety glasses. Personal clothing is not to be supplied by the Contractor.

SECTION 13. Where job consists of twenty (20) men or more the contractor will have one local resident Ironworker to care for and pass out tools used by their craft.

SECTION 14. No more than one (1) Ironworker need be utilized to lay mesh and no Ironworker shall be required to work with another building tradesman in laying mesh.

SECTION 15. Suitable transportation shall be provided on projects where owner requests that Ironworkers be transported to and from work stations. Said transportation will leave parking area in time to be at gang box or change shack or work site at starting time and will arrive back at parking area by quitting time.

SECTION 16. A ten (10) minute coffee break shall be observed in the mornings; Ironworkers shall not leave job site.

SECTION 17. A pre-job conference on all work covered under this Agreement shall be held fifteen (15) days prior to starting project if requested. If the pre-job conference is refused by the Contractor, the Ironworkers Local Union shall have the right to withhold men until one is held. The pre-job conference can be waived by mutual consent of Business Representative and Contractor.

## **Article 12 PUSHER**

When two (2) or more Ironworkers are employed, one shall be selected by the Employer to act as pusher and receive a pusher's wages, provided that nothing herein shall be construed to limit the discretion of the Employer as to who is elected or to limit the discretion of Employer to change the pusher from time to time.

There shall be no restriction as to the employment of pushers. The Employer may employ on one piece of work as many pushers as in his judgment is necessary for the safe, expeditious and economical handling of the same.

When three (3) foremen or more with crews are employed on a single job by one Employer, then one of these foremen shall be designated General Foreman and continue to handle one crew if Employer so desires. He shall receive a General Foreman's scale of wages for the added responsibility.

This shall not apply on jobs where three (3) foremen with crews are employed four(4) days or less.

In the event that a project is of a size and nature to warrant more than one foreman or pusher, the second foreman or pusher shall be a local foreman or pusher selected by the Contractor and all other foremen or pushers shall be at least fifty percent (50%) local foremen or pushers if in the Contractor's opinion qualified foreman or pushers are available after consultation with Business Agent.

### **Article 13 PIECEWORK**

There shall be no piecework under this Agreement.

### **Article 14 EMPLOYEES REQUIRED ON METAL BUILDING**

On smaller erection jobs, the union recognizes that a five-man erection crew may be overly expensive and a detriment to the industry. The union agrees that its business agents can, at their discretion, determine crew sizes based on the facts given to the business agents on a job by job basis. Any decision of the business agents shall be consistently applied among all employers signatory to this agreement. If it is found that the business agent was given the wrong information or misled by the Employer or his representative, the Employer shall have to reimburse the employee or employees on that job for time lost or opportunity for employment, and the employer shall relinquish all rights to ask for such agreement on future jobs. This agreement will be tried for a one-year period and shall be extended from year to year if it is not abused and is used in the manner it was intended. A request under this article wherever possible must be given at least 24 hours in advance to the Union. Such request can be by telephone, but must be followed by a letter stating the request and job size. This paragraph is not subject to the Most Favored Nation Clause contained in this Agreement. Any project where this paragraph applies shall not exceed one (1) eight hour work day.

Structural steel for the purpose of this section shall be any steel member that adds structural integrity to any structural framing system for a building, bridge, or process system; and shall not include any secondary framing such as stairways, roof openings, fire escapes or other secondary structural framing.

When bidding against non-union bidders on Metal Buildings, the contractor can use one to one ratio of Journeyman to Apprentice. On jobs of 15,000 square feet or under, they can use 4 men to unload and erect.

### **EMPLOYEES REQUIRED FOR STEEL ERECTION ON GUY AND STIFF LEG DERRICKS AND OTHER POWER EQUIPMENT**

Six (6) Ironworkers and a foreman shall be employed on any Guy or Stiff Leg Derrick.

Four (4) Ironworkers and a foreman shall be employed on all mobile or power operated rigs of any description for steel erection. Erection of single story structural steel for jobs of 15,000 square feet or less can be accomplished with three (3) Ironworkers and one (1) Foreman.

Erection of single story precast slabs, precast wall panels and precast modular units can be accomplished with three (3) Ironworkers and one (1) Foreman.

Any work requiring the utilization of two (2) cranes to hoist structural steel, precast or machinery and other equipment shall have a crew of no less than six (6) Ironworkers under a foreman. Under safe conditions with prior approval from the Union Hall, crew sizes may be reduced.

There shall be a six (6) man crew when a helicopter is used in any type of hoisting operation where Ironworkers are utilized.

### **Article 15 RIVETING GANGS**

Riveting gangs shall be composed of not less than four (4) Ironworkers 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 time and one half for such time worked before the regular starting time.

When three (3) or more riveting gangs are employed on any job, a pusher shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the pusher to temporarily fill in the gangs.

### **Article 16 SAFETY PROVISIONS**

All applicable Federal and State safety laws shall apply to work performed under this Agreement, including but not limited to laws relating to safety boats.

#### **Safety Boats**

Where Ironworkers are employed by the Contractor in erection or re-working of structural steel on a bridge or over a navigable river or body of water of equal characteristics, they will observe a 100% tie off. If it is practical to have a safety boat, then a safety boat will be manned by an Ironworker who has a Red Cross or other approved course in water and life saving. The outboard motor on any safety boat will only be utilized for emergency situations.

#### **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 maximum of twenty-five (25) feet, beneath each riveting scaffold shall remain open or uncovered, and all such floors shall be planked and within a minimum radius of ten (10) feet.

#### **Stiffening and Supporting Working Load Points**

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

### **Riding the Load or Load Falls**

No ironworker shall be permitted to ride the load or load fall.

### **Slings**

Steel cable will be used instead of chains or hemp slings. Only one (1) structural member or one (1) assembly shall be hoisted for erection at any one time. This clause does-not refer to hoisting bundles of bar joists, bridging, sag rods or other bundles of miscellaneous items.

### **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 Ironworkers.

### **Elevator Shaft Protection**

No Ironworker 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.

### **Arc Welders or Acetylene Cutting Torches**

When arc welders or acetylene cutting torches are used while working aloft on all structural frames, stagings, scaffolds or boatswain's chairs, no less than two (2) Ironworkers shall be employed for each unit when necessary for purposes of safety. When an arc welder and an acetylene torch are needed together, they shall be classed as one unit.

### **Nelson Studs**

Ironworkers shall not be required to walk on any structural member which has any projection above the flat surface of said members. (This refers to welded studs and shear connectors which have been welded prior to erection.) Exceptions to this clause will be considered by the local union Executive Board at least 10 days before erection.

### **Machinery Moving**

No less than a crew of three (3) Ironworkers shall be used in handling, setting or moving machinery of four (4) tons or over requiring the use of blocking and,or cribbing during the moving operation. One block high shall not be considered as blocking and, or cribbing.

### **Electrified Cranes**

No Ironworker shall work on electrified cranes unless the starting mechanism or electric switch shall be located in off position by key. Possession of said key shall be in custody of Ironworkers actually working in cranes. The in plant safety rules shall apply.

## **Safety Training**

When a contractor is required by an owner to supply Ironworkers who have attended OSHA approved Safety Courses, the union will provide them. The courses will be offered to the Ironworker throughout the year and will be funded through a Contractor contribution into the Joint Apprenticeship Training Program and Journeymen upgrading funds.

## **Dowels**

All dowels projecting above the surface, that would in any way endanger any Ironworkers working above the same, shall be bent over or covered over in such a way as to remove the hazard.

## **Proper Ventilation**

Current OSHA regulations for ventilation will be observed by the Contractor and the Ironworker.

## **Fire Watch or Flagman**

In the event that an owner requires the employer to have a fire watch and or flagman, then the fire watch and or flagman will be an Ironworker or a second year Apprentice appointed by Contractor.

## **Article 17 HAND TOOLS**

When Ironworkers are required to furnish hand tools, the employer will replace all tools stolen and broken on the job.

## **Article 18 SHIPPING - IRONWORKERS**

Ironworkers 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.

Ironworkers shipped to a job out of Local jurisdiction 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 Ironworkers shall be shipped back to the shipping point with time and transportation paid by the Employer.

## **Article 19 JOB STEWARD**

There shall be a steward on each job who shall be appointed by the Business Agent. The Steward shall keep a record of workers laid off and discharged and take up all grievances on the job and try to have same adjusted, and in the event the steward cannot adjust them, the steward must promptly report that fact to the Business Agent 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. The Steward shall see that the provisions of these working rules are complied with and report to the

Union the true conditions and facts. The Steward shall promptly take care of injured workers and accompany them to their homes or to a hospital, as the case may require, without any loss of time, and report the injury to the proper officers of the union. The steward shall not have authority to cause a work stoppage on any job of a fair Employer. A steward failing to fulfill the steward's duties shall be subject to censure by the Steward's Union and also subject to a penalty upon conviction on charges provided for in the International Constitution. The Employer agrees that the job steward will not be discharged until after proper notification has been given to the Union.

**Article 20**  
**PROTECTION OF UNION PRINCIPLES**

Ironworkers covered by this Agreement shall not be required to work under police protection or violate a recognized picket line.

**Article 21**  
**SETTLEMENT OF DISPUTES**

Any dispute as to the proper interpretation of this Agreement shall be handled in the first instance by a representative of the Union and the Employer, and if they fail to reach a settlement within five (5) days (Saturday and Sunday excluded), it shall be referred to a Board of Arbitration composed of one (1) person appointed by each party, the two (2) so appointed to select a third member. In the event that the two (2) so appointed arbitrators are unable within five (5) days (Saturday and Sunday excluded) to agree upon the third arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which the third member shall be selected. The decision of the Board of Arbitration shall be handed down within thirty (30) days (Saturday and Sunday excluded) after the hearing and the decision of the Board of Arbitration shall be final and binding upon both parties.

The Board of Arbitration shall have jurisdiction over all questions involving the interpretation and application of any section of this Agreement. It shall not, however, be empowered to handle negotiations for a new agreement, changes in the wage scale, jurisdictional disputes, or add to subtract from, modify or amend this Agreement.

Each party shall individually pay the expenses of the Arbitrator it appoints and the two parties shall jointly share the expense of the third Arbitrator.

**Article 22**  
**STRIKES AND LOCKOUTS**

During the term of this Agreement there shall be no strike or work stoppage by the Union and no lockout by the Employer, except for the refusal of either party to submit a controversy to arbitration in accordance with Article 21, or failure of either party to carry out the award of the Board of Arbitration.

**Article 23**  
**LEGAL CONFORMITY**

It is the intent of the Contractor and the Union, parties of this Agreement, to comply with all State and Federal Laws: any provisions of this Agreement in conflict with any State or Federal Law shall be void. All other provisions and articles of this Agreement shall remain in full force and effect.

This agreement and each and every provision thereof will terminate on the day proceeding HR 281 or any other bill containing the same or similar provisions as HR 281 becoming effective. However, all project(s) under contract and covered by the agreement will proceed under the terms and conditions of the agreement and be referenced to as project agreements which will terminate at the conclusion of the project(s) except that in the event a new agreement is finalized by the signatories, then any and all provisions of the new agreement shall become effective in lieu of the referenced project agreements.

This provision shall terminate at the expiration date of this agreement.

#### **Article 24 COVERAGE**

This Agreement is intended to cover all matters of wages, hours, and other conditions of employment including insurance benefits, welfare funds, pension or benefit plans or similar or related subjects and that during the term of this Agreement, the Contractor will not be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement. Notwithstanding the foregoing, a Joint Committee shall meet periodically to consider various timely changes in the existing Agreement. The basic subjects to be discussed in these periodic meetings shall be crew sizes in specific instances, small metal buildings, non-members working on application (excluding apprentices in their probationary period), wire mesh, helicopter crew size, off-shift commercial and industrial remodeling, or any other timely subject related to mutually beneficial industry betterment. It is understood, however, that neither party is obligated to re-open any provision of this Agreement, or to add to this Agreement. Unless mutually changed, all provisions of this Agreement shall remain in full force and effect for the term hereof.

#### **Article 25 EXCEPTIONS OR CHANGES**

Consideration for exceptions or change to any clauses of this Agreement may be submitted by a Contractor to Local Union Executive Board. Such requests shall be made in writing at least fifteen (15) days before start of the work in question.

#### **Article 26 SUBCONTRACTING**

Any subcontractor for work on a job site, which work would otherwise fall under the provisions of this Agreement, shall require that the subcontractor observe the wages, hours, fringe benefits, and job conditions established by this Agreement. The Employer shall use his best efforts to enforce compliance by the subcontractors with such provisions of the subcontract.

#### **Article 27 DRUG TESTING**

An Employer may utilize drug testing when such testing is required by the owner of a project or a general contractor as a condition for allowing employees to work on that project. The test results may only be used to determine eligibility for employment at that one project. The Owner and/or Employer shall bear the cost involved in such testing. An initial positive drug test must be confirmed by a second method of analysis. In the event the test is positive, the individual

tested will have the opportunity to have an independent test conducted. All testing information and results obtained by the Employer shall be kept confidential. In all cases, the union shall cooperate in providing manpower under these conditions.

## **Article 28**

### **MOST FAVORED NATION CLAUSE**

The parties agree that in the event the Union enters into any other agreement effective during any period of this Agreement which other agreement provides for the performance of Ironworkers work in Illinois counties of JoDavies, Carroll, Whiteside, Rock Island, Henry, Mercer, Warren and Knox and Iowa counties of Louisa, Cedar, Muscatine, Scott, Clinton, Jackson, Jones and Dubuque on any term or conditions more favorable than a term or conditions of this Agreement, then in such event at the option of the Construction Employers' Council of M.B.I., Inc. or the Quad-City Builders Association, Inc. such more favorable term or condition automatically shall become a part of this Agreement for the remaining term of this Agreement. The foregoing sentence shall not apply to the following:

- A. "President's Agreements" or other International Maintenance Agreements entered into by Ironworkers Local No. 111.
- B. Agreements entered into for the purpose of organizing unorganized employees and/or employers.
- C. Agreements entered into with an employer, applicable to a particular project or projects where the purpose of the agreement is to recover work for members of the bargaining unit which otherwise is being performed by nonunion employees.

With the increased employment opportunities made available for members of this International Association by virtue of the various maintenance agreements developed by the International Association and in an effort to encourage more contractors, in the bargaining unit, to use more effort on their part to procure more maintenance type construction and to further encourage said Contractors to enter into one of the various maintenance agreements with our International Association, thereby enabling the said contractors to be on a more competitive basis with in plant maintenance forces and other forms of competition we therefore agree that NO contractor employing Ironworkers on maintenance type construction will enjoy a different rate for premium time, if there are two or more Ironworkers employers working in the same area of a plant at the same time, on the same type of work.

This means that if one contractor is required by the terms of the Agreement to pay double the straight time rate for overtime, then all contractors working in the same plant at the same time on maintenance type construction shall be required to pay the same rate of overtime. This is an effort on the part of our local Union to have more contractors attempt to procure work under one of the various maintenance agreements.

If any Contractor in pursuing maintenance work is unable to obtain the appropriate maintenance agreement he desires, after making application to the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, for same (exclusive of Bonding requirements) then this section of the Contract shall become null and void.

## **Article 29**

## **PENALTY PROVISIONS**

The employer recognizes as his legal obligation those penalty provisions, if any, which may be set forth and established in agreements and declarations of trust referred to in Article 9 and including, without limitation, the obligations to pay liquidated damages of \$25.00 for each delinquency or liquidated damages in the amount of 1 1/2% on the whole amount of contributions remaining from time to time unpaid, whichever is greater, as provided in Article IV, Section 5 of the Agreement and Declaration of Trust of the Ironworkers Tri-State Welfare Plan and as provided in Article V, Section 3, of the Agreement and Declaration of Trust of the Ironworkers Mid-America Pension Plan, and as provided in the Declaration of the Trust Article V of the Ironworkers Local 111 Joseph/Anthony Defined Contribution Plan and such obligation as may be imposed by the Trustees of the Quad-City Builders -- Local Union 111 Training Program Trust under provision of Article 5, Section 3B which authorizes a penalty of ten dollars (\$10.00) or 10 per cent of the amount of employer contribution due.

No Contractor covered by this Agreement and employing Ironworkers on maintenance type construction will be required to pay a different rate of premium time if there are two or more Ironworker Employers, whether or not covered by this Agreement, working in the same area of a plant at the same time, on the same type of work. This means, for example, that if one Contractor, whether or not covered by this Agreement, is required by the terms of his maintenance agreement to pay double the straight time rate for overtime, then all Contractors covered by this Agreement and working in the same plant at the same time on maintenance type construction shall be required to pay the same rate of overtime.

If any Contractor covered by this Agreement in pursuing maintenance work is unable to obtain the appropriate maintenance agreement he desires, after making application to the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, for same (exclusive of Bonding requirements) then this section of the Contract shall become null and void.

## **Article 30 DURATION AND TERMINATION**

This Agreement, with any amendments that may be mutually agreed on by both the signatories hereto, shall remain in full force and effect from the date hereof until midnight of **April 30, 2004**, and unless written notice be given by either party to the other at least four (4) months prior to such date of a desire for change therein, or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments as provided for above, shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as herein above provided for in this Article, whether specifying a desire to terminate or change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year above written, in the CITY OF ROCK ISLAND, STATE OF ILLINOIS.

FOR THE QUAD-CITY BUILDERS ASSOCIATION INC. and its members and individual contractors.

Steven P. Tondi \_\_\_\_\_  
Quad City Builders Association, Inc.

FOR LOCAL UNION NO. 111 INTERNATIONAL ASSN. OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRON WORKERS.

Rick Welsh \_\_\_\_\_  
Business manager

Greg White  
Rick Gibson  
James Price  
Jay Boden  
Jason Caldwell  
Steve Dugan  
Paul Lowe  
Greg Benischek  
Bud Felts