

**AGREEMENT**  
**BETWEEN THE**  
**ASSOCIATED STEEL ERECTORS**  
**OF CHICAGO, ILLINOIS**  
**AND THE**



**INTERNATIONAL ASSOCIATION**  
**OF BRIDGE, STRUCTURAL,**  
**ORNAMENTAL AND REINFORCING**  
**IRON WORKERS**  
**LOCAL UNION NO. 1**  
**OF CHICAGO, ILLINOIS**  
**JUNE 2009**

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## **AGREEMENT BETWEEN**

The Associated Steel Erectors of Chicago and the Bridge, Structural, Ornamental and Reinforcing Iron Workers Local Union No. 1.

This Agreement is made and entered into this 1<sup>st</sup> day of June, 2009, by and between the Associated Steel Erectors of Chicago, Illinois hereinafter referred to as the "Employer" and Local Union No. 1 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (affiliated with the AFL-CIO) hereinafter referred to as the "Union".

## **PREAMBLE**

This Agreement is 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 procedures by which these ends may be accomplished.

All work undertaken by Contractors within the trade jurisdiction of the Union shall be done exclusively by employees in the bargaining unit, subject to the decision of the Building and Construction Trades Department, the American Federation of Labor-CIO or any recognized board.

It is further agreed that the Standard Form of Agreement consummated between the Chicago Building and Construction Trades Council and the Construction Employers Association, both of Chicago, Illinois, is and shall be part of this Agreement in all its singular provisions as fully as is written.

## **DEFINITION OF BARGAINING UNIT**

All employees engaged in doing the work provided for in Sec. II of this Agreement shall constitute a single bargaining unit for which the Union shall act as exclusive bargaining agent.

## **CONSENT DECREE**

It should be noted that pursuant to the Consent Decree entered by Court Order June 26, 1973, the collective bargaining Agreements are deemed amended to the extent required by the Decree.

## **AGENCY SHOP**

**SECTION I.** As a condition of employment, all employees shall, on and after the 8<sup>th</sup> day following the beginning of employment as an iron worker covered by this Agreement or the effective date of this amendment to this Agreement, whichever is later, pay to the Union the equivalent of dues and fees uniformly and periodically required by the Union to be paid by members of the Union as a condition of their continued membership in the Union.

At the beginning of each week no later than Tuesday, each contractor or Employer shall notify the Union in writing of the names, addresses, and dates of hire of each employee hired during the preceding week. A copy of a W-4 form will be acceptable.

## **CRAFT JURISDICTION**

**SECTION 2.** It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, it being understood that the claims are subject to trade Agreements and final decisions of the AFL-CIO as well as the decisions rendered by the National Joint Board for the settlement of jurisdictional disputes.

The parties to this Agreement are subject to and agree to be bound by all decisions and awards made by the National Joint Board for settlement of jurisdictional disputes with respect to all jurisdictional disputes which may arise under this Agreement.

This Union claims the following work: the field fabrication, erection and construction of all iron and steel, lead, bronze, brass, copper, aluminum, reinforced concrete structures or parts thereof: bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, precipitators, stoves, incinerators, kilns, drivers, coolers, crushers, agitators, pulverizers, mixers, roasters, concentrators, ovens, cupolas, smoke conveyors, pen stocks, flag poles, drums, shafting, shoring, all storage rooms, fans and hot rooms, ventilators including air ducts in connection therewith, stacks, bunkers, conveyers, speed walks and similar equipment, dumpers, elevators, vats, enamel tanks and vats, towers, tanks, pans, hoppers, bins, plates, anchors and anchor bolts, caps, corbels, lintels, inserts, Howe and

Combination Trusses, grillage and foundation work, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction, steel floor decking and domes, cast tiling, frames, air ducts, dust and trench frames and trench frame angles and angles for machinery bases, shelf angles for support of bricks, stone, or any other material, all iron in expansion joints and plates including baffle, blast, deflector, smoke, bearing and shoe plates, plates in vaults, structural supports for conveyers for coal, ashes, or any other material whether bulk or package, exterior wheel or corner guards, grill work, skylights, roofs canopies, marquees, awnings, elevator and dumb waiter enclosures, elevator cars, tracks, facias, aprons, frames, fronts, racks, book stacks, tables, chutes, escalators, ventilators, boxes, signs, jail and cell work, vaults, vault doors, corrugated sheets when attached to steel frames, frames in support of boilers; material altered in field, such as framing, cutting, bending, drilling, burning and welding, including by Acetylene Gas and Electric Machines; metal forms and false work pertaining to concrete construction; traveling sheaves, vertical hydraulic elevators, bulkheads, skiphoists; the making and installation of all articles made of wire and fibrous rope, false work, travelers, scaffolding, pile drivers, sheet piling, derricks, cranes, the erection, installation, handling and operating of same on all forms of construction work; all railroad bridge work including their maintenance, the loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all housesmith work and submarine diving in connection with or about same. The erection of steel towers, chutes, and spouts for concrete where attached to towers and handling

and fastening of cables and guys for same. The racking, sorting, cutting, bending, hoisting, placing and tying of all iron, steel and metal used in reinforced concrete construction, including mesh for floor arches, the making of hoops and stirrups, metal forms and metal supports thereto, including steel foundations, beams, rails in buildings, viaducts, all sectional and other steel stacks erected in office buildings, hospitals and hotels; all stacks erected in small power plants in connection with office buildings, hospitals and hotels. All extensions and repair to such stacks on buildings herein mentioned, coal bunkers, bins or hoppers bolted, welded or riveted whether used for coal, grain, ore, stone or any material, hanging ceilings, angles, tees, channels, beams, etc. Structural iron and steelwork for support of boilers, hoppers, elevators; also jacking up of all elevated roads and bridges. Wrecking of bridges, viaducts, elevated roads and structural steel and iron work in all buildings. The erection and removal of all falsework from bridges, viaducts and elevated roads, all cast iron and steel mullions except those in store fronts. All frames for openings except where iron or calamine doors are hung; all porches, verandas and balconies; all canopies; all frame work for ventilators, all skylights and penthouses, except shell ornamental cast work or operating devices. All structural work to support escalators and speedwalk conveyers. All work on cells in jails and police stations, excepting the setting and fitting of doors, all elevator pockets, all overhead travelers, I beams or channels, monorails and tramways, duorails, tramrails, caps, lintels and anchor bolts. Structural steel and iron work for sidewalks including curb angles, plates, reinforcing steel and wire mesh. The framing and erection or

dismantling of travelers and derricks; the erection of structural steel work for signs, elevators, chutes, skip hoists, blast furnaces, precipitators, angles for machinery bases, shelf angles for support of brick, stone or any other material and all iron in expansion joints. Erection of structural steel work for bulkheads or sluice gate work in connection with pumping stations on dams and locks. All necessary changes pertaining to this classification of work such as drilling, chipping, bending, etc.; cutting and welding with gas and electricity. Erection, setting, repairing, lining, and anchoring of machinery and mechanical devices in bridges, blast furnace top mechanism, car dumpers and locks, cranes, derricks, pug mill machinery, ore bridges, ore unloaders and conveyers (excepting machinery classified as electrical); erection, setting, repairing, lining and anchoring of guard or collision rails on bridges and approaches, the erection and dismantling of structural steel and tubular towers, structures such as bleachers, stands and scaffolding, including structural steel and columns for temporary barricades around buildings under construction; all the unloading of material when done by derrick, tackle or outrigger; the laying, tying, setting, fabricating and bending (when done on the job) of all steel or iron rods; wire mesh work or other metal used in reinforcing concrete and floor construction, including paper back wire mesh and corrugated sheeting used in floor construction; all pre moulded, reinforced concrete members. The handling and setting of all types of steel and metal joists including metal box joists for truss slab and preformed Keystone shaped metal joists. The erection of steel houses and buildings, the maintenance of reinforcing steel and wire mesh while concrete is being poured on same.

The installation of all ferrous, nonferrous and/or protected metal corrugated sheeting 5" or less, between centers of corrugations, all translucent and plastic material on steel frame construction shall be the work of this Union. Amusement rides, sky rides, tram rail-flume rides to fall under the jurisdiction of Local No. 1.

A. The erection of structural steel frames and supports in connection with skylights, ventilators, ovens, spray booths, annealing booths, dust collecting systems, blow pipe systems, fume exhaust systems, cyclones, washers, driers, conveyors, chutes, hoppers, and enclosures shall be the work of this Union.

B. All the physical aspects in conjunction with the Magna-Flux testing will be done by the members of this Union. A Journeyman Iron Worker will apply the testing materials and also do the Magna Fluxing.

C. All new systems of non-destructive testing of welds shall be done by a Journeyman Iron Worker without penalty to the Erector.

D. Certification of Welders: all certification records of Iron Workers will be kept in the Apprentice Office and exchanged with contractors upon request. All contractors certifying welders shall be required to send copies of certification to the Apprentice Office.

E. The scaffolding on the interior of blast furnaces including the fabrication, erection, hanging, dismantling and maintaining this scaffold for all trades while it is being used, raised, lowered

or altered is the work of the Iron Workers. Furnace Work, four (4) men and a foreman shall be considered the minimum crew needed to perform this work in a safe and expeditious manner and they shall be available for other work on the immediate furnace.

F. The unloading, handling and setting of carbon blocks that require power rigging to be the work of the Iron Workers.

G Composite rebar installation (plastic) shall be the work of the Iron Workers.

### **TERRITORY**

SECTION 3. The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 1 which extends halfway to the nearest outside Local Union of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

The boundary lines of Local Union No. 1 consist of the following which have been mutually agreed to by the local unions surrounding same.

A. On the North, the Wisconsin State Line.

B. On the Northwest, from County Line on Route 53, follow Cook County Line to McHenry County, West on Kane County Line to Route 31, North on Route 31 to Route 14, Northwest on Route 14 to Route 47, Route 47 to the Wisconsin Line. Territories East of these Routes belong to Local Union No. 1.

C. On the West, Illinois Route 53 from Cook County Line along the Eastern City limits of Glen

Ellyn; South to 31<sup>st</sup> Street, then east on 31<sup>st</sup> Street to the Eastern City limits of Downers Grove; South on Fairview Avenue onto Route 66, then East on 91<sup>st</sup> Street to Clarendon Hills Road; South on line with Clarendon Road to Cook County Line.

D. On the South, and Southwest, Will County Line.

E. On the Southeast, Indiana State Line.

### **WORK HOURS PER DAY**

SECTION 4. *Paragraph A.* Eight (8) hours shall constitute a day's work, from 8 a.m. to 4:30 p.m. from Monday to Friday, inclusive, except in territories where a shorter work day prevails among a majority of the building trades unions on building work. However, flexible starting time is permitted between 7:00 a.m. and 8:00 a.m. and shall be determined by the contractor and the men on the job. Once the starting time has been determined, no change shall be made without the approval of the Executive Committee of the Union. Reporting Time – Section 14 of the Agreement shall apply to the starting time for the job. Noon hour may be curtailed by agreement with the men on the job and the contractor or his representative. Lunch period shall be from 12:00 to 12:30 p.m. Under emergency a ten (10) minute allowance will be made to the contractor, but under no circumstances will this be allowed as a general practice. If an employee is required to work during the lunch period, he shall be paid at the rate of double time and an adequate break period provided without loss of pay.

*Paragraph B.* A coffee break shall be allotted to Iron Workers in the morning without loss of

pay.

*Paragraph C.* A fifteen (15) minute break after ten (10) hours, a thirty (30) minute break after twelve (12) hours and a thirty (30) minute break every four (4) hours thereafter. All break periods must be taken without loss of pay.

*Paragraph D.* Changes in the work hours per day in special cases, not however to exceed an eight (8) hour day may be made to meet special conditions upon application to and approval of the General Executive Board.

*Paragraph E.* When tools are to be checked in or out, it shall be done during the working hours.

*Paragraph F.* No Iron Worker will be permitted to receive wages for more than one (1) job at the same time.

*Paragraph G.* Emergency Call Out: When Iron Workers are called out on emergency and/or breakdowns on other than shift work or normal eight (8) hour day, Iron Workers will be guaranteed a minimum of two (2) hours double time pay.

*Paragraph H.* All men requested from the Hall shall be guaranteed a minimum of four (4) hours of wages and benefits, weather permitting .

### **SHIFT WORK**

SECTION 5. *Paragraph A.* When two (2) shifts are employed, each shift shall work seven and one-half (7 1/2) hours for eight (8) hours pay at regular time; when three (3) shifts are employed, seven (7) hours shall constitute a day's work for each shift

for which a regular wage of eight (8) hours shall be paid or a proportionate part thereof for time worked. When multiple shifts are worked on Saturday, Sunday or recognized holidays, the following shall apply when two (2) shifts are employed, each shift shall work seven and one-half (7 1/2) hours for eight (8) hours pay at double the straight time rate of wages. When three (3) shifts are employed, each shift shall work seven (7) hours for eight (8) hours pay at double the straight time rate of wages or a proportionate part thereof for time worked. On all shift work performed on Saturday, Sunday or holidays, the overtime rate of double time shall start with the beginning of 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 cases of emergency, which shall be decided by the General Executive Board. In localities where the work day is less than eight (8) hours per day, the hours on shift work shall be shortened proportionately.

*Paragraph B.* When two (2) shifts are employed on any job, the second shift shall start not later than 5:00 p.m.

*Paragraph C.* When three (3) shifts are employed, the third shift shall start not later than 12:30 a.m. On two (2) and three (3) shift jobs, equal numbers of men shall be employed up to ten (10) Journeymen and thereafter not less than seventy-five percent (75%) of the number employed on the first shift shall constitute the second and a like number of men shall constitute the third shift.

*Paragraph D.* One (1), two (2), and three (3) shift jobs, all hours worked between the hours of

12:01 a.m. Saturday and 12:01 a.m. Monday shall be paid at the rate of double time. Shift work shall continue until the end of the emergency. Emergency cannot stop on Friday evening and then start again on Monday.

*Paragraph E.* Two 8 Hour Shifts: When two (2) shifts are employed, each shift shall work seven and one-half (7 1/2) hours for eight (8) hours pay at regular straight time rate. Each shift shall remain on the site eight (8) hours. Overtime rate to be paid for all hours worked in excess of seven and one-half (7 1/2) hours. 1<sup>st</sup> shift 8:00 a.m. – 4:00 p.m., second shift 4:00 p.m. – 12 midnight.

*Paragraph F.* Three 8 Hour Shifts: When three (3) shifts are employed, each shift shall work seven (7) hours for eight (8) hours pay at regular straight time rate. Each shift shall remain on the site seven and one-half (7 1/2) hours. Overtime rate to be paid for all hours worked in excess of seven (7) hours. 1<sup>st</sup> shift 12 midnight – 7:30 a.m., 7:30 a.m. – 3:00 p.m., 3:00 p.m. – 10:30 p.m.

*Paragraph G.* Two 10 Hour Shifts: When two (2) shifts are employed, each shift shall work nine and one-half (9 1/2) hours and shall remain on the site for ten (10) hours. They shall work seven and one-half (7 1/2) hours for eight (8) hours pay at regular straight time rate and work two (2) hours at double time rate for four (4) hours pay or a total of nine and one-half (9 1/2) hours worked for twelve (12) hours pay. 1<sup>st</sup> shift 8:00 a.m. – 6:00 p.m., 2<sup>nd</sup> shift 6:00 p.m. – 4:00 a.m.

*Paragraph H.* Two 12 Hour Shifts: When two (2) shifts are employed each shift shall work eleven and one-half (11 1/2) hours and shall remain on the

site for twelve (12) hours. They shall work seven and one-half (7 1/2) hours for eight (8) hours pay at regular straight time rate and work four (4) hours at double time rate for eight (8) hours pay or a total of eleven and one-half (11 1/2) hours worked for sixteen (16) hours pay. 1<sup>st</sup> shift 8:00 a.m. – 8:00 p.m., 2<sup>nd</sup> shift 8:00 p.m. – 8:00 a.m. Each shift shall also have a fifteen (15) minute break after working ten (10) hours without loss of pay.

*Paragraph I.* All of the shifts outlined in A, B, C and D above are the normal shifts of five (5) days or more duration.

*Paragraph J.* On short shifts, less than five (5) days duration for which permission has not been granted by General Executive Board for a short shift pay basis, the following will apply: Double time will be paid for all hours worked between 4:30 p.m. and 8:00 a.m. and all hours worked on Saturdays, Sundays and recognized holidays. Each shift shall also have a fifteen (15) minute break after working ten (10) hours without loss of pay. All overtime shall be divided as equally as possible among all employees on each shift.

**OVERTIME AND HOLIDAYS**

SECTION 6. *Paragraph A.* Double time shall be paid for any and all work in excess of eight (8) hours on any regular work day and for all time worked on Saturday, Sunday, and recognized holidays. No work shall be performed on Labor Day except to save life or property. The Employer is not required to make fringe benefit contributions on vacation and holiday hours.

*Paragraph B.* The following holidays shall be observed:

|                |                  |
|----------------|------------------|
| New Year’s Day | Thanksgiving Day |
| Memorial Day   | Labor Day        |
| Fourth of July | Christmas Day    |

Any holiday which occurs on a Saturday will be observed on the preceding Friday and a holiday which occurs on a Sunday shall be observed the following Monday.

**WAGE RATES**

SECTION 7. *Paragraph A.* Effective June 1, 2009, the total Wage and Fringe Benefit Package will be increased by \$2.76 in the aggregate and the following hourly rates shall apply to the classifications as indicated, and remain effective until May 31, 2010.

**PER HOUR**

|                       |         |
|-----------------------|---------|
| Journeymen .....      | \$40.75 |
| Foremen .....         | \$42.75 |
| General Foremen ..... | \$44.25 |
| Sheeters .....        | \$41.00 |
| Sheeter Foremen ..... | \$43.00 |

**FRINGE BENEFITS**

|   |         |
|---|---------|
| Individual Annuity Account .....                                | \$7.71  |
| Welfare Fund, Local No.1 .....                                  | \$10.95 |
| Pension Fund, Local No.1 .....                                  | \$8.28  |
| Apprentice & Journeymen’s<br>Retraining Fund, Local No. 1 ..... | 0.30    |
| Associated Steel Erectors                                       |         |

|  |      |
|--|------|
| Industry Promotional Fund .....              | 0.05 |
| Chicagoland Construction Safety Council .... | 0.02 |
| Local No. 1 Organizational Fund .....        | 0.16 |
| Local No. 1 Scholarship Fund .....           | 0.10 |
| I.M.P.A.C.T. ....                            | 0.38 |
| Iron Workers Political Action League*        |      |
| *Deduct from salary .....                    | 0.03 |
| Work Assessment, Local No. 1*                |      |
| *Deduct from salary .....                    | 1.5% |

*Paragraph B.* Effective June 1, 2010 through May 31, 2011, the total Wage and Fringe Benefit Package will be increased by \$2.75 per hour in the aggregate.

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**APPRENTICES**

| Period                                      | Percentage | Wages | Annuity |
|---|------------|-------|---------|
| 1 <sup>st</sup> 6 months, not less than 60% |            | 24.45 | 4.63    |
| 2 <sup>nd</sup> 6 months, not less than 70% |            | 28.53 | 5.40    |
| 3 <sup>rd</sup> 6 months, not less than 75% |            | 30.57 | 5.79    |
| 4 <sup>th</sup> 6 months, not less than 80% |            | 32.60 | 6.17    |
| 5 <sup>th</sup> 6 months, not less than 85% |            | 34.64 | 6.56    |
| 6 <sup>th</sup> 6 months, not less than 90% |            | 36.68 | 6.94    |

**JUNE 1, 2010 INCREASES**

**REPLACE WITH LABEL**

**Total Package \$ \$68.70– Fringes \$ \$27.95**

*Paragraph C.* Effective June 1, 2011 through May 31, 2012, the total Wage and Fringe Benefit Package will be increased by \$2.85 per hour in the aggregate.

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**JUNE 1, 2011 INCREASES**

**REPLACE WITH LABEL**

*Paragraph D.* The Union has agreed to contribute to the IMPACT Fund. The Employer's obligation to contribute to the IMPACT Fund shall be contingent upon the Union's agreement to also make contributions. All ironworkers working under the jurisdiction of Local #1 shall participate fully in all IMPACT programs, including 100% participation in the substance abuse program and certification programs, effective June 1, 2010.

### **WORKING ASSESSMENT**

The contractor or Employer shall deduct from the pay of each employee covered by this Agreement an hourly working assessment for each hour paid in whatever sum is established by the Union upon the written authorization of the employee to such effect.

This assessment will be collected weekly and paid monthly to the Pension Fund, also known as the Fund Disbursement Office, as the collection agent.

If the Union Membership changes the amount of the working assessment, a notification by registered mail will be submitted in writing to the Associated Steel Erectors of Chicago, sixty (60) days prior to the date of change.

### **TRAVEL EXPENSE OR SUBSISTENCE**

**SECTION 8. Paragraph A.** On all marine work Iron Workers shall be paid for time at the regular rate of wages from dock to dock with minimum of four (4) hours.

*Paragraph B.* Iron Workers covered by this Agreement who are transferred from one job to

another, during the regular working hours, shall receive time and transportation expenses for each job transfer.

### **PIECEWORK**

SECTION 9. It is further agreed that the employees will not contract, subcontract, work piecework, or work for less than the scale of wages established by the Agreement. The Employers agree not to offer and/or to pay, and the employees will not accept, a bonus based on specific performance on any individual job.

### **WORKLIMITATION**

SECTION 10. There shall be no limitation placed on the amount of work to be performed by any workman during working hours.

### **PAYDAY**

SECTION 11. *Paragraph A.* Pay day shall be before the end of the workday, every Wednesday, up to and including Sunday of that week or on such other day of the week that has been mutually agreed upon between the Employer and the Union, except in weeks that include a Federal holiday. If a Federal holiday occurs on a Monday, Tuesday or Wednesday, the Employer may extend the pay day by one (1) day. Wages are to be paid on the job, any waiting time on payday shall be paid at the rate of double time up to four (4) hours per day, and if need be the following morning the waiting time will go back to straight time for up to two (2) days. After two (2) days the men will be pulled from the job until paid.

*Paragraph B.* Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll.

*Paragraph C.* No employee shall be laid off by phone or any other means of communication. He shall be laid off at the job site.

*Paragraph D.* When employees are laid off, or discharged, they shall be paid in full in cash or other legal tender on the job immediately, and if required to go to some other point or to the office of the Employer, the employee shall be paid for the time required to go to such places. When employees quit of their own accord, they shall wait until the regular pay day for the wages due them.

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

*Paragraph F.* Accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, the amount of each deduction, the purpose thereof, and net earnings. All payroll check stubs must have a company name and employee's name or Social Security Number listed on it.

*Paragraph G.* Any Employer who fails to pay wages or issue payroll checks for wages and such checks are subsequently dishonored, shall be liable for the amount of the check plus an additional amount equal to twenty percent (20%) as liquidated damages. The Employer shall also be liable for reasonable attorneys fees incurred by Local No. 1 in the collection of said wages.

Employees will also be reimbursed for all fees on Non Sufficient fund checks, plus Personal

checks that become N.S.F. due to N.S.F. payroll checks.

### **FRINGE BENEFIT FUNDS**

**SECTION 12. *Paragraph A.*** Each Employer bound by this Agreement, and its affiliates, agree to make contributions, as outlined in Section 7, to the Structural Iron Workers Local No. 1 Welfare Fund, the Structural Iron Workers Local No. 1 Pension Trust Fund, the Structural Iron Workers Local No. 1 Annuity Fund, the Apprenticeship Training and Journeyman's Retraining Fund, the National I.W. Apprentice Fund, the Local No. 1 Scholarship Fund and the Ironworker Management Progressive Action Cooperative Trust (collectively the "Funds") in accordance with the terms of this Agreement and with the Agreements and Declarations of Trust ("Trust Agreements") under which each Fund is operated.

*Paragraph B.* Each Employer adopts and agrees to be bound by each Fund's Trust Agreement, and as the Trust Agreement(s) may be amended hereafter, as fully as if the Employer was an original party thereto. The Employer hereby designates the Association Trustees named in the respective Trust Agreements, together with their successors, as its representatives on the Board of Trustees of each Fund. The Employer agrees to be bound by all actions taken by each Board of Trustees pursuant to the powers granted them by federal law or the respective Trust Agreements. The employer recognizes that each Board of Trustees has the sole power to construe the provisions of the respective Trust Agreements, the respective employee benefit plans, and each Fund's rules and regulations, if any, and that all

constructions, interpretations, and determinations made by the respective Trustees for their respective funds shall be final and binding on all parties.

### **REPORTING CONTRIBUTIONS, DEDUCTIONS AND DELINQUENCIES**

**SECTION 13. *Paragraph A.*** The Pension Fund, also known as the Fund Disbursement Office, is the authorized collection agent for the contributions and deductions required under Section 7.

*Paragraph B.* At all times the contributions and deductions required under Section 7, along with accurate information as to employee, total weekly hours worked and sums due for each employee, shall be made monthly by the fifteenth (15th) of the month following the month in which the work is performed to the Fund Disbursement Office. Weekly payments will be required from all contractors who become delinquent in fringe benefit payments. As of the due date, the contributions shall be considered the assets of the Funds.

*Paragraph C.* It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this Article, or any rule or regulation made by the Trustees of the Funds. If an Employer fails to make timely contributions to the various Funds provided for in this Agreement, the Trustees of the Fund are hereby given the power to add to the delinquent contributions and deductions of any Employer an amount up to twenty percent (20%) of the total delinquencies and deductions as liquidated damages for failure to make prompt and timely payment to the Funds.

Employers who are once delinquent may thereafter be required by the Trustees to deposit with the Fund Disbursement Office in advance, as a guarantee for the future payment of contributions and deductions, an amount equal to the monthly contributions and deductions of such Employer as estimated by the Fund Disbursement Office. Weekly payments may be required from all contractors who become delinquent in fringe benefit payments.

If an Employer's delinquency, including any assessment of liquidated damages, is not paid in full within fifteen (15) days after said Employer is notified of such delinquency by the Fund Disbursement Office, or Local No. 1, the Employer shall be liable, in addition to the contributions and liquidated damages, for claims to the extent of benefits to which the employee would have been entitled if the required contributions had been made. The Employer will also be liable for all reasonable attorneys' fees incurred by the Trustees in enforcing such payments, or the enforcement of any of the provisions of this Section.

In the event the Union receives written notice from the Fund Disbursement Office that the Employer has failed to pay in full any sums due the Funds under this Agreement, or has failed to comply with any of the provisions in this Section, and that such failure has continued for fifteen (15) days, the Union and/or Fund Disbursement Office Administrator may remove all employees from such Employer's employment until all sums due from the Employer under this article have been paid in full. This remedy shall be in addition to all other remedies available to the Fund Office Administrator,

Union or the Trustees, and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding. Such removal of the employees to collect contributions and deductions due shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If employees are withdrawn from any job in order to collect contributions and deductions due under this Agreement, or to enforce the provisions of this Section, the employees who are affected by such work stoppage shall be paid by the delinquent Employer for lost time up to a maximum of sixteen (16) hours pay, provided that two (2) days written notice of the intention to withdraw the employees is given to the Employer by the Union or Fund Disbursement Administrator.

#### **PAYROLLAUDIT**

*Paragraph D.* In addition to any requirement imposed by the Trust Agreements, each Employer covered by this Agreement shall furnish to the Administrator of the Fund Disbursement Office, upon request, such information and reports, other than for audit purposes, as he deems necessary for the performance of his duties. For purposes of a regular or special audit, a certified public accounting firm as designated by the Trustees who administer the Fund Disbursement Office, shall have the right at all reasonable times during the business hours to enter the premises of the Employer and to examine all records which said certified public accounting firm may deem necessary for a regular or special audit, including all books of account, general and special ledgers, including all payroll records, and Employer reports to governmental tax collecting agencies.

Any Employer found delinquent through a regular or special audit shall be charged the full cost of such audit if the delinquency exceeds \$1,000 per three (3) years.

The administrator of the Fund Disbursement Office, with the authorization from the Trustees of the various Funds, may institute whatever proceedings, including legal proceedings, that may be necessary to enforce compliance with the provisions of this agreement relating to contributions and deductions. Legal fees incurred by the administrator in so acting shall be charged to the delinquent Employer.

### **SUSPENSION OF HEALTH AND WELFARE BENEFITS**

*Paragraph E.* Inasmuch as the benefits provided are based upon receipt of all contributions due for covered employment, eligibility for benefits is necessarily dependent upon the good faith efforts of all Participants to assist in the collection of required contributions. Therefore, notwithstanding any other provision of the Plan, if the Trustees conclude that a Participant cooperated with a participating Employer or its agents in a scheme or undertaking to under-report hours actually worked for such participating Employer, or otherwise acted to deprive the Fund of contributions due the Fund:

1. All Health and Welfare Benefits will be suspended for that Participant and the Participant's dependents retroactively for the entire period during which the Participant engaged in such activity.

2. During the period of retroactive suspension, the Participant and the Participant's dependents will not be eligible for Health and Welfare Benefits. If any claim is made for an event that occurred during the period of retroactive suspension, that claim will not be paid, and if it has already been paid, the Participant must reimburse the Fund fully before benefits will be restored.

3. In any event benefits will not be restored unless and until the Participant agrees in writing that the Participant will not engage in such activity in the future; and that if the Participant does, his/her benefits will be suspended retroactively to the date of the original violation under the provisions of Subparagraph 2.

### **DISSOLVING OF FUND OR CONTRIBUTIONS**

*Paragraph F.* Should any part of or any provision relating to fringe benefit contributions be determined or declared invalid or unenforceable during the term of this Agreement by reason of any legislation, executive order or other operation of law, then upon written notice by either party, the parties shall meet to discuss a reallocation of said contributions. If within thirty (30) days of receipt of such notice the parties have not reached a mutual agreement regarding such reallocation in contributions, the matter shall be referred for final resolution pursuant to Section 38 (Settlement of Disputes). It is understood and agreed that the parties intend employees covered by this Agreement to receive the full and complete dollar value of all wages and benefits provided for in this Agreement, including those specified in Section 7 and related sections of this Agreement.

## **REPORTING TIME**

**SECTION 14. *Paragraph A.*** When an employee is ordered by the Employer or his representative to report for work and then through no fault of the employee is not put to work or employed for less than two (2) hours, the Employer shall pay him for two (2) hours time, provided the employee remains on the job during the said two (2) hours. Show up time on Saturday, Sunday and holidays, to be two (2) hours pay at the double time rate. Telephone calls and telegrams will not be accepted to cancel reporting time. All men requested from the Hall shall be guaranteed a minimum of four (4) hours of wages and benefits, weather permitting.

*Paragraph B.* On job assignments of more than two (2) hours duration and less than four (4) hours duration, the employees shall receive four (4) hours pay. On job assignments of more than four (4) hours duration, the employees shall be paid for eight (8) hours. Where a man quits of his own volition he shall be paid for actual hours worked on job only. Employment by a single contractor shall be considered a single job assignment regardless of multiple locations of work. This rule does not apply to overtime, Saturday, Sunday or holiday work.

*Paragraph C.* Notwithstanding the contents of the above paragraph, the General Executive Board shall approve all allowance of reporting time in cases where the Local Union and the Employer agree to the allowance of such reporting time.

*Paragraph D.* There shall be no travel time or zonal pay in the jurisdiction of Local Union No.1.

*Paragraph E.* Men requested from the hall shall arrive on a job within a reasonable time, ready, willing, and sober, and will show work order indicating time.

## **FOREMEN**

**SECTION 15. *Paragraph A.*** When two (2) or more employees are employed as Iron Workers, one (1) shall be selected by the Employer to act as Foreman and receive a Foreman's wages, and the Foreman is the only representative of the employer who shall issue instructions to the workmen.

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

*Paragraph C.* When three (3) or more Foremen or Pushers are employed on one (1) job, a General Foreman shall be employed on the job, and he shall receive not less than the scale of wages approved for a General Foreman.

*Paragraph D.* A Foreman with eight (8) or more men shall not wear a reel.

## **IRON WORKERS REQUIRED ON GUY AND STIFF LEG DERRICKS**

**SECTION 16. *Paragraph A.*** No less than six (6) men and a Foreman shall be employed around any guy or stiff leg derrick used on steel erection, and on all mobile or power operated rigs of any description, no less than four (4) men and a foreman shall be employed.

*Paragraph B.* The number of men to be used on mobile or power operated rigs or other equipment on work other than steel erection shall be decided by the contractor and this Union. Each case shall be decided on its own individual merit. Not less than three (3) men and a Foreman shall be necessary to operate a sasgen derrick.

*Paragraph C.* On small steel erection jobs (White Hens, gas stations, store fronts, etc.) of four (4) hours erection time or less, four (4) Iron Workers can be used in a raising gang.

To reduce the raising gang further on such jobs it will have to be mutually decided between the contractor and the Union. Each job will be decided on its own merit.

*Paragraph D.* In single family residence and duplex (two family residence) home construction, the number of men used on mobile or power operated rigs or other equipment shall be decided by the contractor and the Union in a manner which is both safe and reasonable. No fewer than two (2) men may be used.

*Paragraph E.* In setting masonry bearing steel lintels the number of men used on mobile or power operated rigs or other equipment shall be decided by the contractor and the Union, in a manner which is both safe and reasonable. No fewer than two (2) men may be used.

### **LEAD TESTING**

SECTION 17. Lead testing will be performed per OSHA Regulations.

### **TOOLAND/OR BOLT ROOM**

SECTION 18. When a tool room and/or bolt room is established on structural steel job sites the man employed in same shall be an Iron Worker.

### **MANPOWER**

SECTION 19. The Employer agrees to cooperate with the Union and to employ to the extent possible Journeymen 55 years of age and older.

### **SAFETY PROVISIONS**

SECTION 20. *Paragraph A.* All City, State and Federal safety measures shall be complied with. Also, steel erection will closely follow AISC Code of Standard Practice for steel buildings and bridges.

*Paragraph B.* In cases where violations of safety laws occur, a committee composed of the Associated Steel Erectors of Chicago, and Officers of Local Union No. 1 are authorized to immediately close the work, after an investigation has taken place to determine the extent of the violations. The said Committee shall meet within twenty-four (24) hours after said violations have been reported.

### **PLANKING FLOORS**

*Paragraph C.* Before derricks are set or moved, working floors must be covered tight with suitable planking over entire floor except where openings are left for ladders. On buildings, bridges or other structures erected or dismantled with mobile cranes, or by other methods, all upper areas where materials are landed for further handling shall be planked so as to provide safe working areas for the workmen. Planking, decking or nets, covering a radius of at

least ten (10) feet, shall also be provided not more than two floors or a maximum of thirty (30) feet beneath all points on all buildings, bridges and other structures while workmen are working at such points. The use of nets or other safety devices to be decided by the Union and contractors on each job.

### **STIFFENING AND SUPPORTING WORKING LOAD POINTS**

*Paragraph D.* 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**

*Paragraph E.* No employee shall be permitted to ride the load or load falls except in cases of inspection and erection or dismantling of derricks.

### **SKIP BOX**

A basket, stretcher, skip box or other suitable means shall be provided for the removal of an injured person in a safe and expeditious manner.

### **SAFETY CABLES**

Iron Workers shall install safety cables to conform with OSHA Standards. Welding leads will not be draped over safety cables.

### **CHRISTMAS TREEING IRON**

*Paragraph F.* No more than four (4) pieces per lift, excluding headers, unless mutually agreed upon between the Employer and Union.

### **SLINGS**

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

### **PROTECTION OF SIGNAL DEVICES**

*Paragraph H.* 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 operating of any devices in connection with work being done by employees. Emergency cutoff system to be provided for creepers and derricks.

### **ELEVATOR SHAFT PROTECTION**

*Paragraph I.* When workmen are working on elevator shafts, or material towers, all operations of said towers will be stopped, including the Chicago Boom. The first floor beneath and the first floor above men working shall be planked tightly. Nets to be provided in tower during erection.

### **CELL PHONES**

*Paragraph J.* The use of cell phones and other personal communication devices shall be limited to foremen and stewards and shall be limited to communications which directly relate to the business of the Employer.

### **COMMUNICATION SYSTEM**

*Paragraph K.* The oral communication system shall be provided between the signal man and the hoisting engineer on all material towers and derricks where the signal man and the hoisting engineer are not ordinarily and clearly visible to each other. Proper and safe platform planking shall be used on all towers and similar equipment. Communications

shall be provided on each floor landing of all personnel towers before cages are put into service.

### **OVERHEAD CRANES**

*Paragraph L.* When traveling overhead cranes are used by Iron Workers performing their duties, all signals shall be given by an Iron Worker.

### **PERSONNEL HOISTS**

*Paragraph M.* When Iron Workers perform work one hundred (100) feet or more above grade level, personnel hoists shall be provided. If the location where the Iron Workers are required to perform their work is one hundred (100) feet or more above the landing point of the hoist (or one hundred (100) feet above grade level when no hoist is provided) such Iron Worker shall receive an extra half (1/2) hour pay per day at premium rates regardless of how many times the Iron Worker is required to go up and down. If the location where the Iron Workers are required to perform their work is two hundred twenty (220) feet or more above the landing point of the hoist (or two hundred twenty (220) feet above grade level when no hoist is provided) such Iron Worker shall receive an additional one-half (1/2) hour pay per day at premium rates regardless of how many times the Iron Worker is required to go up and down.

### **SAFETY REQUIREMENTS ON WELDING AND BURNING**

*Paragraph N.* Two (2) Iron Workers will be required at all times on each Electric Welding Arc, and each burning or cutting torch.

*Paragraph O.* The Iron Workers of Local Union No. 1 International Association of Bridge,

Structural Ornamental and Reinforcing Iron Workers will not erect, walk or work on any member which has any projection above the flat surface of said members such as, Studs, Shear Connectors, or any similar fixtures used in Composite Construction. Any compound member of the interior of the building that contains vertical projections that would provide a falling hazard, shall be planked or protected by a split air hose or plastic pipe during and after erection.

Also, said vertical projections will not be installed within five (5) feet of connection during erection process.

*Paragraph P.* All Iron Workers in hazardous job situations shall be required to wear safety belts and hard hats, supplied by contractors.

*Paragraph Q.* Reinforced dowels or projections which are exposed and which constitute a constant hazard to a man who may fall on a job site shall be covered by the General Contractor.

*Paragraph R.* When structural erection and repair work is performed over water, a power boat equipped with life saving equipment will be manned by an Iron Worker. Such boat shall be in the water during all hours worked.

### **BAR JOIST**

*Paragraph S.* Before bar joists can be set in bundles or singly on the supporting beams, a bar joist must be bolted to the supporting beams at each column center to insure safety for further placement of joist. The remaining joists must be secured to the supporting beams as they are spread.

## **LONG SPAN BAR JOIST**

*Paragraph T.* Any bar joist (standard or long span) forty (40) feet or greater in length shall have one (1) line of Bolted X-bridging at the center line of the span as joists are erected and joists must be welded or bolted to the supporting beams as they are set.

## **HIGHVOLTAGE**

*Paragraph U.* When Iron Workers are employed around high voltage on crane hot rails the power shall be disconnected to a minimum distance of fifty (50) feet from the nearest Iron Worker. Safety lights to be strung across bay, and safety dogs secured to crane rails until completion of work.

When Iron Workers are employed around high tension or power lines, a minimum distance of fifty (50) feet shall be kept between the Iron Worker or crane and such lines.

## **FLOATS**

*Paragraph V.* Floats shall be 3-1/2 feet x 6 feet x 3/4 inch marine or exterior plywood reinforced with two by fours with a 1 inch manila line (or hemp) with a 1 inch board on edge to hold material and tools from dropping off said float.

(See diagram on page 68)

## **TOWERERECTION**

**SECTION 21.** *Paragraph A.* The erection and dismantling of all four (4), six (6) and eight (8) post material and personnel hoist material, buck hoist and rack and pinion personnel hoist in its entirety to be the work of the Iron worker. Limit on personnel or material tower above the last tie in, per the City Code.

*Paragraph B.* Six hundred (600) foot level, add man for safety.

*Paragraph C.* For safety provisions and the maintenance of hoisting towers, suitable access is to be provided every ten (10) floors.

## **CRANES, TUGGERS AND WELDERS**

**SECTION 22.** *Paragraph A.* The erection, raising, lowering, dismantling and repairing of all climbing type cranes shall be the work of the Iron Workers.

*Paragraph B.* The erection and dismantling of all cranes when used for steel erection or multi-purpose to be the work of the Iron Workers.

*Paragraph C.* The assembling, disassembling and repairing of all batch plants and its conveyors to be the work of the Iron Workers.

*Paragraph D.* It is mutually agreed that all power-operated tuggers, welders and stud welding machines are tools of the trade including starting and maintaining of same.

## **CAISSON AGREEMENT**

**Section 23.** *Paragraph A.* There shall be two (2) journeymen Iron Workers on the first drill rig and one (1) man for each additional drill rig thereafter.

*Paragraph B.* The setting and extracting of steel casings and liners and the welding and burning of same is the work of the Iron Workers.

*Paragraph C.* When power equipment is used to set reinforcing, four (4) men and a Foreman shall be employed.

*Paragraph D.* The exception to any of the above Paragraphs A, B, or C to be decided on its own individual merit by the contractor and Union.

### **POST TENSIONING**

**SECTION 24.** *Paragraph A.* The unloading, hoisting, placing of cables and the pumping of grease in same to be the work of the Iron Workers.

*Paragraph B.* All field repairs to be done by Iron Workers, inspection, destressing, restressing and maintaining of stress at future date to be the work of the Iron Workers.

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

*Paragraph D.* All power equipment other than cranes and derricks used exclusively for setting and stressing to be operated and maintained by the Iron Workers.

*Paragraph E.* All exterior stressing points to be adequately and safely scaffolded.

*Paragraph F.* All field stressing records to be compiled by an Iron Worker.

*Paragraph G.* Inspection, reassessing, restressing and maintaining of stress at future date on post tensioning to be the work of Iron Workers.

### **FINISHER TOOLS**

**SECTION 25.** *Paragraph A.* Employees employed on specialty work shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the Employer, such as drills, taps, hacksaw blades, etc. No employee shall be held responsible for the loss of tools or equipment in his charge.

*Paragraph B.* No employee of this Union shall be permitted or required as a condition of employment to furnish his own truck or equipment, including welding machines, burning torches, etc., or rent the same to any Employer to be used on the same job, where he is employed, under penalties prescribed in our International Constitution.

*Paragraph C.* All company (contractors) vehicles must have company sign (such as magnetic, etc.) posted on vehicles while on jobsite. If there is no sign displayed on a company truck, the Iron Worker responsible for the truck will be fined a minimum of \$100 per incident. Multiple incidents can carry a higher fine at the discretion of the Executive board.

Any contractor or contractor representative covered by the terms of this Agreement who is found responsible for a failure to have a sign displayed on a company vehicle shall, upon proof of such violation in accordance with the provisions of Section 40 of this Agreement, be found liable for a minimum of one hundred dollars (\$100.00) of liquidated damages per incident. Multiple incidents can carry higher damages. All contractor fines

shall be paid to the Iron Workers Local No. 1 Scholarship Fund.

### **SHIPPING EMPLOYEES**

SECTION 26. 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 (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular wage rate for such time, or such employees shall be shipped back to the shipping point with time and transportation paid by the Employer.

### **MATERIAL SORTING AND DISTRIBUTING AND STORAGE POINTS IN ACCORDANCE WITH INTERNATIONAL REGULATIONS AND OFFICIAL DECISIONS**

SECTION 27. *Paragraph A.* The sorting, distributing and handling of all material coming under the jurisdictional claims of the Union in and about the job, or at storage points, shall be done by Iron workers.

*Paragraph B.* Where material comes to a distant point of a storage yard and is unloaded by hand, the Employer may at his discretion use workmen under a competent Iron Worker Foreman of such crew. Where power equipment or rigging is used to load or unload such material, it shall be the work of the Iron Workers.

*Paragraph C.* A Journeyman Iron Worker shall be employed for the maintenance of reinforcing

steel while concrete is being poured on reinforcing steel, including wire mesh, except on wall pours on industrial or commercial jobs with two (2) bars top and bottom, no mucker will be required. The laying, tying and setting of all reinforcing steel to be done in accordance with the plans and specifications of the architects and engineers.

*Paragraph D.* Iron Workers shall be employed on all work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, and tying of all material used to reinforce concrete construction.

*Paragraph E.* Reinforced columns shall be made in full on the job.

*Paragraph F.* Where precast, prestressed, reinforced concrete structural members (beams, columns, 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 and placing to complete erection shall be performed by Iron Workers. The amount of men required on each job shall be decided on its own merit by the Union and contractor. All steel in precast, bridgebeams, caissons, including casing shall be the work of the Iron Workers, on the jobsite.

*Paragraph G.* Where a steel structure is taken apart, torn down or dismantled, such work shall be performed by Iron Workers. 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, the handling

and loading of same shall be done by the Iron Workers.

*Paragraph H.* Where structural steel, ornamental iron and metal in buildings, bridges and other structures are altered, repaired, moved, dismantled and/or reerected by any method or means, all work in connection therewith shall be performed by the Iron Workers.

*Paragraph I.* The erection, dismantling of all false work, pulling of piling, taking down derricks, travelers and rigging used in the erection or dismantling of any and all steel work shall be done by the Iron Workers.

*Paragraph J.* Any and all setting of reinforcing shall be assembled, welded, or tied in its entirety (irrespective of the process used) on the job site.

### **DRINKING WATER – CLOTHES ROOM**

SECTION 28, *Paragraph A.* The Employer shall furnish suitable drinking water at all times and each job of sufficient size and length to justify same shall be provided with a shed or room for the employees to change their clothes and keep their tools.

*Paragraph B.* Where Iron Workers are required to walk a greater distance than one-fourth (1/4) mile from the gate, transportation will be required from and to the gate.

All employees must be off the individual Employer's property by the end of the work shift.

*Paragraph C.* If an employee is required to pick up or deposit brass or punch a time clock or any other method of timekeeping, same shall be done on the company time.

*Paragraph D.* Reimbursement for clothing and equipment loss due to fire, theft or other damage upon evidence of forceable entry to tool room or shanty.

### **COMPENSATION INSURANCE**

SECTION 29. The Employer must at all times provide Workers Compensation Insurance, and proof of same must be furnished to the Union.

### **PHYSICAL OR MEDICAL EXAMINATIONS**

SECTION 30. Employees shall not be prevented from securing employment as a result of physical examinations, except in cases of physical examinations required by City, State or Government Law or Civil Service Rules.

### **VISITING THE DOCTOR**

SECTION 31. Iron Workers injured on the job who are still employed and who are advised by the Employer's 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 loss of wages for time spent visiting the doctor.

### **FURNISHING BOND**

SECTION 32. All contractors and individuals employing Iron Workers of the Union shall furnish a Local Wage and Welfare Bond, with good and sufficient surety, with the claimants thereunder to be limited to only those entities for whom the Fund

Disbursement Office is the collection agent, including, but not limited to, the Union, the Industry Promotional Fund and the Ironworker Management Progressive Action Cooperative Trust, and not other Unions or Locals thereof which may or do have jurisdiction over Iron Workers, as follows:

\$15,000.00 for one (1) to three (3) Iron Workers employed

\$30,000.00 for four (4) to eight (8) Iron Workers employed

\$75,000.00 for nine (9) to twenty (20) Iron Workers employed

\$125,000.00 for twenty-one (21) to forty (40) Iron Workers employed

\$250,000 for forty-one (41) or more Iron Workers employed

Disputes as to the number of Iron Workers employed to be settled by the Business Manager.

The only restriction thereof to this bond shall be a minimum to guarantee the payment of wages, welfare, pension funds and apprentice and journeymen retraining program, vacation plan, annuity account, IMPACT, and Associated Steel Erectors Industry Promotional Fund. All contractors or individuals employing Iron Workers of this Union shall be required to sign the Working Agreement or an International Agreement and file certificates of insurance, performance bond and Illinois Compensation Insurance. The wage and bond rating shall be a rating of A- or better.

One copy of these certificates shall be mailed to the Fund Disbursement Office and one copy to the Union Office. The Fund disbursement Office shall be responsible to send one copy of each of the documents to the Associated Steel Erectors of Chicago. This Union shall file and keep current a list of complying contractors. A duplicate copy of that list shall be furnished to the Associated Steel Erectors.

The obligation to obtain a bond under this article shall not be subject to the settlement of disputes provision, Section 38, and the Union may strike over an employer's failure to obtain or maintain a bond.

If the Union is forced to take collection action against any employer not furnishing the appropriate wage and fringe benefit bond, said employer shall be liable for the Union's reasonable attorney's fees and costs.

### **BUSINESSAGENT**

SECTION 33. The Business Agents of the Union shall be permitted to visit all jobs, but will in no way interfere with the progress of the work. Business Agents will receive notification from the contractors or their employees when a new job starts in their area.

Monthly reports are required from the contractor as to the location and approximate starting date of all new jobs.

Also, if they were unsuccessful on jobs they bid, they will inform the union as to who was successful.

## **JOB STEWARD**

SECTION 34. *Paragraph A.* There shall be a Steward on each job. He shall keep a record of workers laid off and discharged and take up all grievances on the job and try to have same adjusted, and in the event he cannot adjust them he must promptly report that fact to the Business 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 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 his duties shall be subject to censure by his 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 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. It is mutually agreed that when the crew exceeds 24 men, the steward will complete an OSHA 30-Hour course at the Employer's expense, unless he is already 30-Hour trained.

*Paragraph B.* All overtime work, including Saturday, Sunday and holidays must be reported by the Steward, registered, and then approved by the Union prior to the beginning of such overtime work.

*Paragraph C.* A walking Steward shall be employed on all jobs operating with twenty-five (25) or more men, except that if an Employer has more than one (1) contract to perform on a project, the number of Iron Workers performing under each separate contract must equal twenty-five (25) or more before a walking steward shall be required.

## **PROTECTION OF UNION PRINCIPLES**

SECTION 35. The removal of Journeymen Iron Workers and Apprentices from a job, in order to render legal assistance to other local unions to protect union principles, shall not constitute a violation of this Agreement, provided such removal is first approved by the General Executive Board and notice thereof is first given to the Employer involved.

## **APPRENTICESHIP**

SECTION 36. The parties signatory hereto agree to establish a Joint Apprenticeship Committee in accordance with the provisions of the "Iron Workers Apprenticeship and Training Standards," as contained in Section 1, Article XXIII of the International Constitution. Said Committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said standards.

The contractor and Union have agreed to the following in order to properly increase the use of Apprentices and train a sufficient number of Apprentices in all phases of the industry.

Apprentices may be employed at the ratio of one (1) Apprentice for each four (4) Journeymen. If mutually agreed upon between the Employer and Union, this ratio can be adjusted on specific projects. Apprentices shall be permitted to work in the gang except as per below:

1. No Apprentice shall act as Foreman.
2. Two (2) Apprentices may not work on an arc or acetylene torch.
3. Only one (1) Apprentice may be used in any raising gang.
4. Apprentices shall be laid off in proportion to Journeymen being used by the contractor at the time.
5. In a sheeting gang, the ratio of Journeymen to Apprentices shall be two (2) Journeymen to one (1) Apprentice.

### **SUBCONTRACTORS**

SECTION 37. The Employer agrees not to subcontract or sublet any work covered by this Agreement to any person, firm, corporation which is not in contractual relationship with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers or any of its affiliate local unions under a contract or contracts which do not violate the NLRB.

### **SETTLEMENT OF DISPUTES**

SECTION 38. Any difference of opinion concerning the interpretation or application of this Agreement shall be designated a "grievance" and

shall be resolved, if possible, between a representative of the individual Employer and a Business Agent of the Union. Failing in Agreement, the matter may be referred in writing by either party to this Agreement or by the grievant to a Joint Arbitration Board consisting of three (3) persons from the Union and three (3) persons from Associated Steel Erectors of Chicago. Said Joint Arbitration Board shall meet as soon as possible, but in any event shall render a decision in writing within five (5) working days from the referral to it of the grievance. Each side shall vote on the basis of unit voting. Each side shall designate the members of its own side and only members of the Joint Arbitration Board, the grievant, the individual Employer and any witnesses shall be present during any conferences. In the event of the absence of a man or men from either side for any reason, such side shall have the right to bring in a replacement or replacements.

In the event of a deadlock in the Joint Arbitration board, or in the event of the failure by the Board to render a decision within the time prescribed, the Board shall, or either side as the case may be, may request the American Arbitration Association to submit a list of five (5) recognized arbitrators and the parties to this Agreement shall arrive at the name of the arbitrator by the alternate striking of names from the list with the last name remaining to be the name of the Arbitrator. The parties shall draw straws to determine who strikes the first name.

The decision of the Joint Arbitration Board or the decision of the Arbitrator in the event of a prior deadlock of or the failure to render a decision by

the Joint Arbitration Board, shall be final, binding and conclusive upon the parties of this Agreement, the members of the Employer Association, the members of the Union and anyone claiming under any of said parties or persons. Each party shall pay for the cost of their own members of the Joint Arbitration Board and of their own representatives. The fee and expenses of the impartial arbitrator shall be borne equally by the parties.

### **STRIKES AND LOCKOUTS**

SECTION 39. *Paragraph A.* It is mutually agreed that there shall be no strikes authorized by the Union or no lockouts authorized by the Employer, except for the refusal of either party to submit to arbitration, in accordance with Article XXI, Section 28, or failure on the part of either party to carry out the award of the Board of Arbitration.

*Paragraph B.* Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation; provided, however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line of any affiliated union which has been authorized by the International of that union, the Central Labor Council or Building and Construction Trades Council.

### **SCOPE OF AGREEMENT**

SECTION 40. This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union will be bound by rules, regulations, or agreements

not herein contained except interpretations or decisions of the Board of Arbitration.

### **SAVING CLAUSE**

SECTION 41. *Paragraph A.* Should any part of or 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 signatory hereto agree to immediately meet to renegotiate such parts or provisions affected.

*Paragraph B.* The remaining parts or provisions shall remain in full force and effect.

### **LENGTH OF CONTRACT**

SECTION 42. The Agreement with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of May 31, 2012, 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 thereof 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 hereinabove provided for in this article whether specifying a desire to terminate or to change at the

end of the current contract year, shall have the effect of terminating this Agreement at such time.

**JOINT LABOR MANAGEMENT COMMITTEE**

SECTION 43. The Union and the Employer Association shall designate representatives to meet and discuss issues relating to the collective bargaining agreement. This committee is meant to discuss contract issues and shall not be empowered to negotiate or reopen the terms of the collective bargaining agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of May 31, 2009, in the City of Chicago, State of Illinois.

**FOR LOCAL No. 1 OF THE  
INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL, ORNAMENTAL  
AND REINFORCING IRON WORKERS**

ROBERT R. BOSKOVICH, *President/B.M.*  
MATT AUSTIN, *Vice President*  
JAMES M. GARDINER, *Fin. Sec.-Treas.*  
JOHN F. GARDINER, *Recording Secretary*  
CRAIG A. SATALIC, *Business Agent*  
KENNY DAVIS, *Business Agent*  
JAMES J. CROWLEY, *Business Agent*  
MATT HENEGHAN, *Executive Board*  
NICK RENO, *Executive Board*  
ANTHONY GALLAGHER, *Executive Board*  
JAMES QUIGLEY, *Executive Board*  
GEORGE ALIVOJVODIC, *Executive Board*

**FOR THE ASSOCIATED STEEL ERECTORS  
OF CHICAGO**

ROBERT J. MCGEE, JR., *President*  
EILEEN R. STEPANOVICH, *Vice President*  
ADRIAN A. DELGADO, *Secretary/Treasurer*

**APPENDIX  
CERTAIN RULES RELATING TO EMPLOYER  
CONTRIBUTIONS**

**I. REQUIRED CONTRIBUTIONS**

A. During any calendar week a covered Employer, and/or any Employer affiliated with such Employer, pays wages to a person who is customarily paid for a full forty (40) hours, regardless of the number of hours actually worked, and for whom contributions are customarily owed and/or paid to the Structural Iron Workers Fund Disbursement Office, the Employer's contributions shall be based upon hours paid with a minimum of forty (40) hours' contributions regardless of actual hours.

B. Any covered Employer who hires an individual who substantially controls or has the power to substantially control the Employer, whether by stock ownership, relationship, marriage or otherwise, shall contribute to the Funds on behalf of said individual for each and every hour worked or paid, but in no case less than a minimum of 1,952 hours on an annual basis, at the current Local No. 1 Collective Bargaining Rate.

C. Contributions shall be made at the rate determined by the Collective Bargaining Agreement in effect for the period for which such contributions are required to be made. Contributions must be made to these trust funds to which the Employer contributes for his Journeymen Iron Workers, and in the amount for each such trust fund as is required by the Collective Bargaining Agreement then in effect.

D. No member of any local union shall work for any contractor or company owned or controlled directly or indirectly by the wife, father, mother, brother, sister or relative of any member of a local union until such member or members have first obtained permission from the Executive Committee of the local union to work for such contractor.

No local union shall enter into any contract or furnish its members to work for any contractor or company which is owned or controlled directly or indirectly by the wife, father, mother, brother, sister or relative or any member of a local union unless such contractor first applies to and receives permission from the Executive Committee of the local union.

E. An Employer is not required to contribute for Superintendents or other management personnel if such person is disabled and receiving disability benefits from the Structural Iron Workers Welfare Fund.

## II. NOTICE BY FUND OFFICE

The Fund Office will send out a notice informing Employers of these rules.

III. Any employee who knowingly works for an Employer which does not make contributions required by the provisions of these rules or does not make contributions to the Fund Disbursement Office in accordance with the terms of the Collective Bargaining Agreement shall be subject to appropriate disciplinary action.

## IMPACT PROGRAMS

The BRIDGE, STRUCTURAL and REINFORCING IRON WORKERS LOCAL UNION NO. 1 (“Union”) and the ASSOCIATED STEEL ERECTORS OF CHICAGO, ILLINOIS (“Association”) and its affiliated Employers pursuant to and as parties to the collective bargaining agreement effective June 1, 2009 through May 31, 2012 (“Principal Agreement”) have agreed to the IMPACT Substance Abuse Program (Drug and Alcohol Testing). Copies of the IMPACT Substance Abuse Program, which is incorporated herein by reference, are posted on the websites of the Union ([www.iwlocal1.com](http://www.iwlocal1.com)) and the Association ([www.associatedsteelers.org](http://www.associatedsteelers.org)). The parties to the principal agreement agree that effective June 1, 2010 the IMPACT Program shall apply to all ironworkers working under the jurisdiction of Local #1, including the substance abuse program and certification programs.

**COMPLIANCE AGREEMENT**  
IT IS HEREBY STIPULATED AND AGREED BY  
AND BETWEEN

Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_

Telephone \_\_\_\_\_

Please indicate:

\_\_\_\_\_ Corporation                    \_\_\_\_\_ Sole Owner  
\_\_\_\_\_ Partnership                    \_\_\_\_\_ Other Specify

FEIN# \_\_\_\_\_  
(the "Employer") and Local Union No. 1,  
International Association of Bridge, Structural,  
Ornamental and Reinforcing Iron Workers, AFL-  
CIO ("Union") as follows:

1. The Employer acknowledges the Union's claim and evidence that the Union represents an uncoerced majority of the Employer's employees in a unit acknowledged and stipulated as appropriate (all Journeymen and Apprentice Iron Workers), and therefore and hereby recognizes the Union as the sole and exclusive collective bargaining agent for all Journeymen and Apprentice Iron Workers now or hereafter employed in the bargaining unit with respect to and for the purpose of establishing rates of pay, wages, hours of employment, fringe benefit contributions and other terms and conditions of employment within the geographical jurisdiction in which the Union is authorized to act or does act as such representative, including Cook, DuPage, Lake and McHenry Counties, Illinois.

2. The Employer agrees to adopt, abide by and be bound by (a) all the terms and provisions of the Collective Bargaining Agreement (hereinafter called the "Principal Agreement") entered into by and between the Union and the Associated Steel Erectors of Chicago (hereinafter called the "Association") and (b) all matters relating to wages, hours, benefits, terms and conditions of employment set forth in the Principal Agreement with the same force and effect as though the Employer were a signatory to the Principal Agreement and as though the Principal Agreement were fully set forth herein, and the Employer also agrees to adopt, abide by and be bound by all extensions, renewals, modifications and amendments of the Principal Agreement and all Agreements successor and/or subsequent to the Principal Agreement between the Association and the Union provided, additionally, that if the Principal Agreement, any extension, renewal, modification, amendment thereof, or any successor and/or subsequent Agreement is, or will be, modified or amended by Court Decree N.L.R.B. Order, or other legal authority, the Employer agrees to adopt, abide by and be bound by such modification or amendment.

3. The Employer agrees to pay the amounts of the contributions which it is bound to pay to the several fringe benefit funds described in the Association Agreements, including but not limited to those referred to, and agrees to and is hereby bound by and considered to be a party to the Agreements and Declarations of Trust, creating each of said trust funds, together with any restatements or amendments thereto which have been or may be adopted, as if it had been a party to and signed the original copies of the trust

instruments. The Employer ratifies and confirms the appointment of each of the Employer Trustees who shall, together with their successor trustees designated in the manner provided in said Agreements and Declarations of Trust and, where applicable, jointly with an equal number of trustees representing employees, carry out the terms and conditions of the trust instruments. The funds referred to include but are not limited to:

(a) The Agreement and Declaration of Trust dated March 1, 1951 and all present and subsequent amendments thereto of the Structural Iron Workers' Local No. 1 Welfare Fund;

(b) The Agreement and Declaration of Trust dated August 24, 1966 and all present and subsequent amendments thereto of the Structural Iron Workers' Local No. 1 Pension Fund Trust;

(c) The Agreement and Declaration of Trust dated August 4, 1958 and all present and subsequent amendments thereto of the Iron Workers' Local No. 1 Apprentice Training Program Trust;

(d) The Agreement and Declaration of Trust and all present and subsequent amendments thereto of the Structural Iron Workers' Local No. 1 Annuity Trust Fund;

(e) The following Agreements and any Trust Declarations, as well as all amendments thereto of: the National Iron Workers' Apprentice Fund; the Associated Steel Erectors Industry Promotional Fund; the Institute of the Ironworking Industry

Fund; the Chicagoland Safety Council Fund; the Local No. 1 Building Fund; the Local No. 1 Organizational Fund; the Local No. 1 Scholarship Fund; the Local No. 1 Work Assessment, the Iron Workers' Political Action League and the Ironworker Management Progressive Action Cooperative Trust.

4. This Compliance Agreement shall remain in effect and shall be governed by Principal Agreements entered into in the future and covering future time periods unless and until it has been terminated by either party giving written notice of termination to the other at least four (4) months prior to the termination date of the applicable Principal Agreement, in which event this Agreement shall terminate on the last day of the then applicable Principal Agreement. In the event no such timely notice is given, this Agreement shall remain in effect until terminated in accordance with its terms. Any such notice as hereinabove provided for in this article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

Copies of this Agreement can be obtained at the Union Hall.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title of Officer)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip)

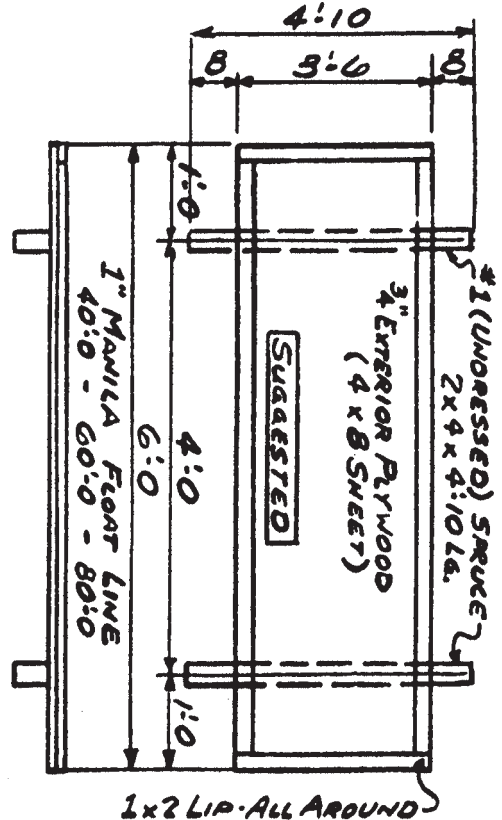
\_\_\_\_\_  
(Phone Number)

ACCEPTED: \_\_\_\_\_

LOCAL UNION NO. 1,  
INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL, ORNAMENTAL AND  
REINFORCING IRON WORKERS,  
AFL-CIO

By: \_\_\_\_\_

\_\_\_\_\_  
(Title of Officer)



**LOCAL UNION NO. 1**

7720 Industrial Drive  
Forest Park, IL 60130  
708-366-6695 & 773-921-2030  
Fax: 708-366-6691

**FUND DISBURSEMENT OFFICE**

7700 Industrial Drive  
Forest Park, IL 60130  
708-366-1188  
Fax: 708-366-4809

**APPRENTICESHIP OFFICE**

7740 Industrial Drive  
Forest Park, IL 60130  
708-366-8181  
Fax: 708-366-4827

**MID-AMERICA PENSION**

2350 East 170<sup>th</sup> Street  
Lansing, IL 60438  
708-474-9902  
Fax: 708/474-9982

**Website: [iwlocal1.com](http://iwlocal1.com)**