

Agreement Between
**Northern Illinois Building
Contractors Association, Inc.**
and other employers
and
Iron Workers Local Union No. 498
of the
**International Association
of Bridge, Structural,
Ornamental and Reinforcing
Iron Workers**

5640 Sockness Dr.
Rockford, IL 61109
(815) 873-9180

Term of Contract
June 1, 2020 – May 31, 2023



The publishing of this document was completed by Local #498

Table of Contents

Recognition	1
Jurisdiction	1-3
Item 1-Referral Procedure	3-4
Item 2-Bond Requirement	5
Item 3-Insurance	5
Item 4-Hours of Work	5-6
Item 5-Shiftwor	6-7
Item 6-Safety and Loss Condition	7-9
Item 7-Moving of Machinery	9
Item 8-Guy and Stiff Leg Derricks	9
Item 9-Riveting Gangs	9-10
Item 10-Material Sorting, Distributing and Storage Points	10
Item 11-Sheeting	10
Item 12-Reinforced Concrete	10
Item 13-Post Tensioning	10
Item 14-Precast, Prestressed, Reinforced Concrete Structural Members For Buildings, Bridges and Other Structures	11
Item 15-Wrecking and/or Demolition	11
Item 16-Alteration, Repair, Moving, Dismantling and Re-Erection Of Buildings, Bridges and Other Structures	11
Item 17-Equipment Removal, Piling, False Work, Rigs, etc.	11
Item 18-Double Jobs	11
Item 19-Helicopter Agreement	11
Item 20-Direction of Forces	11-12
Item 21-Piecework	12
Item 22-Sub-Contractor	12
Item 23-Pre-Job Conference	12
Item 24-Apprentice Ratio	12
Item 25-Wage Rates	13-15
Duties of a Foreman	15
Item 26-Working Assessment	15
Item 27-Building Trades and I.P.A.L.	15
Item 28-Defense Fund	15
Item 29-Overtime	16
Item 30-Holidays	16
Item 31-Pay Day	16-17
Item 32-Fringe Benefits	17-19
Item 33-Settlement of Disputes	19-20
Item 34-Job Steward	20-21
Item 35-Saving Clause	21
Item 36-Duration and Termination	21
Agreement Signature Page	22
Appendix "A" Metal Building Agreement	23
Appendix "B" Precast (Tip-Up Panels) Agreement/Wage Package	24-26

Agreement Between
Northern Illinois Building Contractors Association, Inc.
and other employers
herein referred to as the employer,
on behalf of its members
jointly and severally and
Iron Workers Local Union No. 498
of the
International Association
Of Bridge, Structural, Ornamental and Reinforcing
Iron Workers

AGREEMENT

THIS AGREEMENT is made and entered into this first day of June, 2020, and between NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, INC., 1111 South Alpine, Rockford, Illinois, for those members listed as bargained for directly by the Association plus all those who have agreed to be bound to this agreement by separate memorandum, hereinafter referred to as the "Employer", and Local Union No. 498 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (*Affiliated with the AFL-CIO*) hereinafter referred to as the "Union".

This Agreement covers employment of all employees engaged in structural, reinforcing, machinery moving and ornamental iron working within the territorial jurisdiction of Local Union No. 498 as granted to said Local by the aforesaid International Association.

The purpose of this contract and working agreement is to establish by mutual consent of the parties hereto specific rules and regulations covering and governing employment, wage scale and working conditions, which both parties recognize and bind themselves to observe.

RECOGNITION

The employer recognizes the Union as the exclusive majority representative of all employees covered by the Agreement in the bargaining unit set forth in this agreement pursuant to section 9(a) of the Labor-Management Relations Act. This majority status has been established by the union's unequivocal demand for recognition as majority representative, the Employers unequivocal granting recognition of the union's majority 9(a) status based on the union having shown or having offered to show an evidentiary basis of the Unions majority support. Section 9(a) status may have resulted based on a National Labor Relations Board certification that the Union is a majority representative of the bargaining unit covered by this agreement.

JURISDICTION

This International Association claims for its members all work including but not limited to; the field, fabrication, production and/or erection and construction of structural iron, steel; ornamental lead, bronze, brass, copper, aluminum, steel, glass, all ferrous and nonferrous metals and plastics; pre-cast, pre-stressed and post-stressed concrete structures, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal to metal surfaces; access door and frames; air conditioner cans; amusement equipment; anchors; Geodesic and other domes, decking, diagrams and their roofing systems; agents and ticket booths, aprons, aqueducts, atriums, awnings, acoustical elements, sound barriers, computer floors, bells, bank fixtures, bar joist, blast furnaces, book stacks, building, boilers and stokers (sectional water tube, and tubular), boxes, bracing, brackets, bridges and bridge rail, bridge viaducts, bucks, bulkheads, bumper and bumper posts,

bunkers, cableways, cable slots and cable wells, cages, caissons, canopies and unistrut canopies, car-dox and carports and enclosures, car lift fronts, caps, cast tiling, cat walks, chutes of all types, circuit breakers, clips, clocks, collars, column casings, column cladding, column covers, concentrators, counter supports, conservatories, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames, including insulation; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), all types of cranes including jib-cranes; crushers, cupolas, curb guards, theater curtain and back stage lifts, curtains, curtain wall, window wall and substitute systems, stone curtain wall, dams (cofferdams) , decking (metal); roof decking (such as but not limited to "Cofar" and similar type materials, as well as "Trusdeck," Mahon "M" deck and other dual purpose type roof deck), decorations and displays, dismantling and loading out conveyors, aggregate plants, batch plants, refrigeration plants, derricks including jumping and servicing of hoisting equipment and personnel hoists, directory boards, room dividers, docks and dock levelers, doors, metal or metal clad doors and frames; glass doors, hangar doors, patio doors; rolling doors; rolling fire and iron doors; sliding doors; maintenance on doors; fire doors; rolling shutter doors; door plates; draft curtains; drapery track; domes, dredges, drums, duct and trench frames and plates, duck supports, dumb waiter enclosures and fronts, dumpers, duo rails, drywall, metal trim; electrical supports, elevators, elevator cars, elevator fronts and enclosures, elevator dust covers and fascia; enamel tanks, enamel vats, ceramic, laminated spandrelite, entrances, erection of steel towers, erection and dismantling of Monigan walking dragline, launch hammer bucket wheel excavator and other trenching equipment; signaling on highline, whirly cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae, assembling and erection of offshore drilling platforms or similar installations; escalators, escalator trim, approaches and sub framing, expanded metals, expansion joints; erection, rigging or dismantling of all false work; fascias, fascia soffits; fascia entrances and panels, false work, fans and ht rooms, fencing of all types, fiberglass or substituted materials, fire equipment, breaks, stops and fire escapes, fins, flag poles, floor construction and flooring, floor plates, flumes, frames, frames in support of boilers, erection, rigging or dismantling of all framework, sheet metal on fence framework; highway metal plate guardrail; highway delineators and reflectors (metal or synthetic)p; guard cable; highway safety devices; fronts, fur and storage rooms, gates and collapsible gates, generators, grating, grillage and foundation work, grills, grill work, guards, guides, greenhouses, guardhouses, gymnasium equipment, handrails (aluminum, glass, metal and plastic); hangers, hanging ceilings, hardware and screens, hoppers, hospital room TV. supports and gas supports, hot rooms, inclines, iron doors, jail and cell work, jail cell beds, benches, bunks, chairs, tables, mirrors; jail cell access doors; joists (pre-cast, pre-stressed and post-stressed), all types of cranes including jib-cranes; kalomeined doors, kilns, laminated wood structures, laser beams, lintels, lockers, locks and locksmithing, louvers, machinery (moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; erection of all curtain wall, window wall, glass, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal strips or tight lacing for decorative or protective purposes, metal windows and enclosures, mixers, modular buildings, monorails, multi-late, name plates and nosings, nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts, the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, operating devices, operating and dental room light equipment; oxygen and gas pipe supports, ovens, pans, panic devices and locks, panels (insulated and non insulated, factory and field assembled), Q-panel; any type panel pertaining to curtain wall whether it be stone aggregate or precast; partitions, toilet partitions and supports; pen stocks, pile drivers, pipe railing, pipe supports, plaques; plastic and synthetic fences; platforms; playground equipment; poles; poster frames; porch supports; plates and plate pit liners, porcelain enameled panels, prefabricated metal buildings, preglazed windows, storefront, and window walls; pulverizers, reinforcing steel, racks railings (including pipe, railroad bridgework and maintenance, radiator enclosures, reservoirs, revolving doors, rigging (including shipyards, navy yards, vessels and government departments), rigging in connection with display shows, roofs, mansard roofs, space roof systems, rolling grills and shutters, rotors, safe deposit boxes, night depositories and drive-up equipment, safety devices, safes, sash, preglazed sash, steel and aluminum sash, scaffolding, scenery equipment; sculptures and art

objects; scum plates; sills and sill plates; seats; seating and plank seating; security doors; security door frames; shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, signaling, rigging and hoisting involved with the use of helicopters; skate wheels; skip hoists, skylights, slope wall; smoke conveyors, smoke plates, space frames, solar energy panels, spandrels (metal and precast concrete), spillways, stacks, stacker cranes, stage equipment and counterweight system and rigging for asbestos curtain, stairways, including pre-engineered stairs; all types of stairs, stairing and steel supports, steel and fire proof curtains; storefronts and entrances; stators, stokers, storage racks used as an entic part of a building, storage rooms, stoves, subways, sun shades, support brickwall and steel granite; swimming pool equipment; switch gear, tables, towers, tanks, target ranges; target range baffles, booths and conveyors; temporary fencing; thimbles; thresholds; tracks and guides, track frames; tramways, transformers, travelers, traveling sheaves, trellises; trim on vaults; turnstiles; trusses (steel, Howe and combinations trusses), tunnels, turbines, all translucent and plastic material on steel frame construction, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, pressure vessels and vessels of all types, wire mesh, wire work; wall, stub, stud, wall tires; wainscoting; waste compactors; weather stripping; weather vanes, weirs and weir plates, welding machines, wheel guards, winches, windows, window cleaning equipment, window washing hooks, window and door screens and brackets, window stools, wickets, window washer track, x-ray equipment, x-ray support. Aligning, leveling and surveying in conjunction with steel or machinery erection. The unloading, distributing, stockpiling and handling of all materials also comes under the jurisdictional claims of the Union. All layout work for the above regardless of equipment needed to perform operations; all work in connection with starting, stopping, operating, maintaining all equipment used in the performance of the above listed work; and all labor involved in water and wind testing of windows and curtain wall. Ornamental lead shall consist the distributing, erection, installation, removal, uncrating and re-crating, unloading and reloading, relocation, repair, maintenance, layout, removal, replacement, handling, cutting, bending, rigging, jobsite fabrication, framing, drilling, fitting, burning, incidental building of scaffolding, welding by combination of various gases and electricity. All reinforcing 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 shall be done by Iron Workers. Erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction.

Alteration, wrecking, dismantling and repair of all of the above and all housesmith work and submarine diving in connection with or about the same. The above claims are subject to trade agreements and decision of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building and Construction Trades Department. The demolition of all of the above work shall be done by Iron Workers.

ITEM 1 – REFERRAL PROCEDURE

In order that the employer shall have a competent working force and to promote efficiency and safety of operation, the employer and union agree that:

Section 1. The Union shall maintain a list of persons available for referral. The union will not discriminate either in the maintenance of its list or referrals for employment against any person because of his race, color, creed, sex, national origin, or membership or non-membership in the union. Persons seeking referral must fill out applications at the union hall at reasonable times and conditions set by the union and posted at the union hall.

Section 2. The employer shall request the union to refer applicants as required and shall not recruit applicants directly or hire persons not referred by the union, and shall not in any manner circumvent the union in recruiting applicants. The employer reserves and shall have the right to accept or reject, employ, or not employ any applicant referred by the union.

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

Group 1. All applicants for referral who have passed a Journeyman's test as conducted by the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers qualifying them to work as a mechanic in the trade, or those who are apprentices enrolled in Iron Worker's Local 498 apprentice programs.

Group 2. All other applicants for referral who have the minimum skills necessary to work at the trade in the territorial jurisdiction and job classifications of this Agreement.

Section 4. When a request for referral has been made by an employer, the Business Manager of the union shall refer applicants in GROUP 1 in the order of those present in the union hall at the time of the referral followed by contacting applicants in the order of their places on the out-of-work list. When unable to fill the request with those in Group 1, applicants in Group 2 will be referred for work in the order of their place on the Group 2 out of work list. An applicant who is rejected by the employer shall be returned to his appropriate place within his GROUP.

Section 5. The employer has the right to request applicants from the referral list in GROUP 1 as follows: One by name and the next one from the out-of-work list on any job. The sequence shall continue on a one for one basis until the job needs are met. The employer also has the right to request an applicant holding special skills regardless of an individual's place or order in the out-of-work list.

Section 6. Subject to those employees retained being qualified and capable of performing the necessary job duties, the employer shall lay off employees in the reverse order of their GROUP classification set out above, with GROUP 1 employees the last to be laid-off.

Section 7. The provisions of the Article shall be posted by the employer at its premises where notices to employees and applicants for employment are customarily posted and shall be posted by the union at its union hall where notices to applicants for referral are posted.

Section 8. As job referrals are filled the applicant will be removed from the out of work list until such time as they are no longer employed, at which time he/she will be placed at the bottom of the referral list for future employment. Job referrals shall be filled as expeditiously as possible. Calls for work that come in prior to the date of employment, shall be filled at that time if possible. Applicants receiving benefits under the workers' compensation laws or disability payments will be removed from the out-of-work list and will not be included until such time as he or she again becomes eligible for work and signs up in the referral book at the union, thereby signifying his or her desire and ability to return to work.

Section 9. To become an applicant for the referral system, an individual must appear at the union and sign in on the out-of-work book. An applicant who is referred for work but who refuses two times will be placed at the bottom of the list. If said member refuses two more work assignments, the applicant will be placed on the inactive list until such time as he or she comes into the union and reapplies for the referral procedures by signing up in the out-of-work list, thereby signifying his or her desire to go to work.

ITEM 2 – BOND REQUIREMENT

(A) Each employer signatory to this agreement shall be required to post a surety bond or an irrevocable letter of credit in the principal amount as indicated to insure and guarantee the payment of all fringe benefits, working assessments and wages as required by this agreement.

<u>Employees</u>	<u>Bond Amounts</u>
Three (3) or fewer employees	\$25,000.00
Four (4) to Seven (7) employees	\$50,000.00
Eight (8) to Twelve (12) employees	\$75,000.00
Thirteen (13) or more employees	\$100,000.00

All bonds will be reviewed on a yearly basis by the Local to determine validity.

(B) Employers having International Agreements will be exempt from bond requirements providing they can show proof of being bonded with the International.

(C) Employers who will be working in the Local may elect to post a cash bond of **Four Hundred Dollars (\$400.00) per day per man**. The total of the cash bond will be determined by the Union. All cash bonds will be deposited in a local bank and all interest accumulated will be credited to the Employer's account at the prevailing savings account rate.

ITEM 3 – INSURANCE

Section 1. It is agreed that such an employer shall carry compensation insurance on all employees covered by this Agreement as provided for in the Workman's Compensation Act of the States of Illinois or Wisconsin even though only one employee is employed. A copy of the insurance certificate shall be filed with the Union.

Section 2. Each employer agrees to elect to become an employer subject to the terms and provisions of the Illinois or Wisconsin Unemployment Compensation Act., even though only one employee is employed. In the event the employer fails to comply with this requirement, the employer shall become liable personally for the unemployment compensation payments of the employee.

ITEM 4 – HOURS OF WORK

Section 1. Five (5) consecutive days shall constitute a work week beginning Monday morning between 7:00 a.m. and 8:00 a.m. and ending Friday between 3:30 p.m. and 4:30 p.m. with the work consisting of eight (8) hours each day between starting time (7:00 a.m. to 8:00 a.m.) with lunch to be at 12:00 noon to 12:30 p.m. When it becomes necessary to work through the noon lunch time on any standard eight (8) hour day and a half hour lunch break is taken at a later time, the employee shall receive a half hour's pay in addition to the hours worked, at the proper overtime rate. When for any reason the normal working day is extended to the overtime area and proceeds beyond the 10th hour of work, there shall be a half hour break for lunch to be paid at the double time rate by the employer. There shall be a paid (*at double time rate*) half hour break for each succeeding four (4) hour period. If the employee works through any of the lunch periods, there will be a half hour of overtime added to the pay.

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

Upon proper notice to the union, the employer may work a 4-10 hour work week with a flexible starting time.

(When the four (4) ten-hour work week is in effect, the standard workday shall be an established consecutive ten (10) hour period between the hours of 6:00 a.m. and 6:30 p.m. exclusive of the thirty (30) minute lunch period.) Forty (40) hours per week shall constitute a week's work Monday through Friday, inclusive. In the event the job is down for any reason beyond the company's control, then Friday may, at the option of the company, be worked as a makeup day; straight time not to exceed ten (10) hours or forty (40) hours per week.

Section 2. (a.) When an employee reports for work and then through no fault of the employee, is not put to work, or is employed for less than one (1) hour, the employer shall pay the employee (1) hour's pay at the regular straight time rate, provided the employee remains on the job for one (1) hour when requested to do so by the employer or the employer representative on the job. *(This paragraph applies to regular Monday through Friday 8:00 a.m. starting time jobs.)*

(b.) During inclement weather, the employer will be prohibited from calling an employee and instructing him not report to work on the job.

(c.) During cold weather the employee must make a reasonable attempt to start work before the provisions in paragraph (a) apply.

(d.) Safety measures and precautions must be observed on all jobs.

Section 3. Any employee working over one (1) hour from the start of the day will be paid for four (4) hours. Any employee working more than four (4) hours and less than six (6) hours will be paid for six (6) hours; and any employee working more than six (6) hours but less than eight (8) hours will be paid for eight (8) hours.

Section 4. The employer will furnish transportation between jobs during work hours. The employer cannot require the employee to furnish his own transportation or to transport company tools and/or equipment.

Section 5. In the event the employer calls for an employee or employees to report for work the employee shall be allowed a reasonable length of time to report to work and shall be paid from the starting time the first day.

Section 6. All overtime work shall be equally distributed among all iron workers on the job if qualified.

ITEM 5 – SHIFTWORK

Section 1. When two (2) shifts are employed, each shift shall work seven and one-half (7-1/2) hours for eight (8) hours' pay at the 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, or on Saturday, Sunday or holidays, the overtime rate of double time shall start with the beginning of the first "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.

Section 2. The employers agree to employ on all shift work an equal (*or as close as possible*) number of employees on each shift.

ITEM 6 – SAFETY AND LOSS CONDITION

Section 1. Employer agrees to reimburse his employees for loss by fire or theft of tools and clothing when stored at a place designated by the employer. The amount of such reimbursement shall be subject to adjustment between the employer and the employees.

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 in which the employees can change their clothes and keep their tools. (*Suitably heated*)

Section 2. (a) Each welder and each burner shall have a journeyman or apprentice assisting him while working on a superstructure or any type scaffolding.

(b) When aerial lifts are used for welding and/or burning, there shall be an iron worker on the ground to assist in the re-positioning of said lift, rearrangement of leads, cords, hoses and the like, and to protect the worker and the lift from mechanical traffic in the vicinity. Ratio as follows: 1 or 2 lifts = 1 ground man; 3 lifts in close proximity (two bays) = 1 ground man; 4 lifts = 2 ground men.

(c) In the event that the area occupied by the lifts can be designated as a “Controlled Access Zone” by the “competent person” and appropriately marked off, the ground man will not be required.

(d) There shall be two (2) iron workers employed on each inert gas and other types of automatic wire-fed welders. For all welders and burners inside, undercover, or under-roof, a contractor must supply air movers (i.e. fans, smoke-eaters).

Section 3. No employee shall work on electrified cranes unless the starting mechanism or electric switch shall be located in off position by key, possession of which shall be in custody of employees actually working on the crane. In addition, rail blocks shall be used at all times and visual signals will be used to warn employees in the event the power is accidentally turned on.

Section 4. An iron worker signal man or rigger shall be used on all moving cranes hoisting building materials upon request or where written craft agreements prevail.

Section 5. The employer shall furnish all necessary tools and equipment required to execute all work in a safe and efficient manner. Spud wrench, adjustable wrench and pliers shall be furnished by employees. Time allowance shall be given to put away company tools.

Section 6. The IMPACT Substance Abuse Program is a cooperative program intended to encompass both management and labor. The goal of the IMPACT Substance Abuse Program is to provide a “pre-qualified”, drug-free workforce to our customers. The program creates a pool of eligible drug-free workers in order to eliminate repetitive testing and provide a safe work environment for all parties. The program recognizes an employee test performed within the last 12 months as a valid pre-employment test. Standardized procedures and a shared eligibility pool enable a member’s current test to:

- ✓ Serve as a valid pre-employment test for one or many contractors
- ✓ Satisfy a contractor’s requirements for hiring a worker to a job site
- ✓ Prevent a worker who is not in the eligibility pool from working on drug-free projects until they obtain a proper program test

Signatory Parties of the program have access to an online verification system to confirm that workers are in the eligibility pool. Workers not in the pool are not hired until they get a program test or complete the

rehabilitation requirements. It is the contractor's responsibility to verify that a worker has a valid pre-employment test.

It is understood that in order to gain employment on a specific jobsite, an owner may require more stringent testing procedures.

Section 7. (a) In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

(b) The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

Section 8. No less than a four-man crew shall be employed in using a hand operated gin pole within the jurisdiction of the iron worker.

Section 9. Working floors upon which the derricks are set must be covered tightly 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 be planked and within a minimum radius of ten (10) feet.

Section 10. 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.

Section 11. The employer agrees to grant free access to any job on which the employees 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.

Section 12. Any iron worker found willfully engaging in unsafe or unsanitary practices may be relieved of his employment and refused further employment on site of violation.

Section 13. Hard hats will be worn at all times on all jobs within the jurisdiction of this contract.

Section 14. No iron worker shall be permitted to ride the load or load fall except in case of inspection and erection and dismantling of derricks.

Section 15. Proper, practical, safe housing, casing or tub 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 iron workers.

Section 16. No iron worker will be permitted to work in an elevator shaft while the car is in operation. The first floor above men working shall be planed safely in all elevator shafts.

Section 17. Iron workers of Local Union No. 498 refuse to erect, work or walk on any structural member which has any projection above the flat surface of said members. *(This refers to welding studs and shear connectors which have been welded on the structural members in the shop.)* Within the jurisdiction of

Local 498 under no circumstances shall an Iron Worker be permitted to walk or crossover insulation of any type on roofs without OSHA approved fall protection.

Section 18. Iron workers required to work in company issued clothing and half or full face respirators or in full body suits and /or supplied air while working at hazardous material site or in close proximity with hazardous materials such as, but not limited to, radioactive substances, asbestos, lead and other toxic materials, will receive not less than ten percent (10%) above the Journeyman rate. This includes all Federal, State, County, and other municipalities, also all private industrial or commercial job sites. Dust masks are not considered breathing apparatus. All dressing and re-dressing for hazardous material job sites will be done during work shifts.

Section 19. All hours of job and safety related training and testing provided by the contractor will be paid to their employees at the applicable hourly rate.

Section 20. No employee (Ironworker, Operator, or otherwise) involved in working with a crane, fork truck, lull or other power equipment shall be permitted to engage in conversation on a telephone or other communication device unless said device is being used to communicate with ironworkers working in a blind spot.

ITEM 7 – MOVING OF MACHINERY

Cleaning of the machinery shall be done by a steam cleaning process where the machines have an excess size. This is to improve more safe conditions. Clothing shall be changed on company time with an allowance of 15 minutes for clean-up time on machinery-moving jobs.

The operation of the forklift truck on jobs covered by maintenance agreements shall be the work of the iron workers.

ITEM 8 – GUY AND STIFF LEG DERRICKS

(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 when used on steel erection.

(B) The number of men required for off loading and/or distribution of structural steel with a derrick, crane, or boom truck of any description, shall be the number to safely perform the work but never less than three (3) men and a foreman. The number of men required for off loading and or distribution of structural steel with any other types of power equipment shall be the number to safely perform the work but never less than two (2) men and a foreman.

Safety measures and precautions must be observed at all times.

ITEM 9 – RIVETING GANGS

Riveting gangs shall be composed of not less than four (4) men at all times. The employer may require heaters to have their fires going and ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid double time for such time worked before the regular starting time.

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

ITEM 10 – MATERIAL SORTING, DISTRIBUTING AND STORAGE POINTS

The sorting, distributing, and handling of all material coming under the jurisdiction claims of the union in or about the job or at storage points shall be done by iron workers, in accordance with International regulations and official decisions.

ITEM 11 – SHEETING

All Sheeting shall be done in accordance with Appendix A (*Metal Building Agreement*).

ITEM 12 – REINFORCED CONCRETE

Section 1. Iron workers shall be employed on all work in connection with fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, and typing of all material used to reinforce concrete construction.

Section 2. An Iron Worker shall be employed for the maintenance of re-bar while concrete is being poured on re-bar and on wire mesh. No other duties shall be assigned during the pour.

Iron Workers shall place and muck wire mesh.

Section 3. (a) No less than two (2) men and a foreman shall be used for miscellaneous handling of reinforcing rods with power equipment.

(b) For truckload quantities of re-bar refer to Item 8, paragraph (B).

ITEM 13 – POST TENSIONING

All post tensioning work shall be the work of the Iron Worker in its entirety and shall include but not be limited to the following:

- (A) The unloading, hoisting, placing, stressing, grouting, and greasing of all cables.
- (B) The operation of all power equipment used in the stressing procedure.
- (C) Field stressing records will be made available on a daily basis to the Foreman.

**ITEM 14 – PRECAST, PRESTRESSED, REINFORCED CONCRETE
STRUCTURAL MEMBERS FOR BUILDINGS, BRIDGES AND
OTHER STRUCTURES**

Where pre-cast, pre-stressed, reinforced concrete structural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks and/or rigging is used, work of loading, unloading, moving and placing to complete erection shall be performed by iron workers. This shall also include dismantling of same, including rigging, hoisting and loading out.

ITEM 15 – WRECKING AND/OR DEMOLITION

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

**ITEM 16 – ALTERATION, REPAIR, MOVING, DISMANTLING AND
RE-ERECTION OF BUILDINGS, BRIDGES AND OTHER STRUCTURES**

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

**ITEM 17 – EQUIPMENT REMOVAL, PILING,
FALSE WORK, RIGS, ETC.**

The erection, dismantling of all false work, pulling of piling, taking down derricks, travelers and all rigging used in the erection or dismantling of any and all steel work shall be done by iron workers.

ITEM 18 – DOUBLE JOBS

No iron workers will be permitted to receive wages for more than one job by iron workers.

ITEM 19 – HELICOPTER AGREEMENT

There shall be a six (6) man crew when erecting or raising steel, heavy equipment, ventilators, roof frames, roof deck, etc., with a helicopter. The crew will include one foreman (who may act as a signal man to the radio signal man) and one radio signal man (who will be situated at the most advantageous point relative to safety and efficiency). When both points (supply and erection) are not clearly visible to each other, then there shall be an additional radio signal man, whose sole duty will be to signal the copter for erection purposes. The rest of the men will be distributed to make up the crew for hooking on and erection or landing. Face protectors and safety glasses shall be furnished by the contractor. There shall be a minimum of one hundred twenty-five feet (125 ft.) of cable on the copter winch for erection purposes. It shall be the iron worker foreman's privilege at his discretion to have the winch, cable and all lifting harnesses checked for safety and replaced at his suggestion. Members of Local No. 498, for safety reasons, refuse to work with any helicopters except twin-engine turbo jets or a superior type craft.

ITEM 20 – DIRECTION OF FORCES

It is understood and agreed that the direction of working forces and the right to suspend, transfer (but not from employer to other employer), layoff, promote, demote or relieve employees of their duty shall be vested

exclusively in the employer, provided, however, that the employer shall not use this right for the purpose of discriminating against any employee because of his membership or legitimate activities in the Union.

ITEM 21 – PIECEWORK

It is further agreed that the employer will not contract, sub-contract, work piecework, or work for less than the scale of wages established by the “Agreement”.

ITEM 22 – SUB-CONTRACTING

Section 1. The contractor agrees that neither he nor any of his sub-contractors on a specific job site will contract or sub-contract work within the scope of this “Agreement” to be done at the site of construction, alteration, painting, or repair of a building, structure, or other work, except to a person, firm or corporation party to this current labor agreement with Local 498.

Section 2. All subcontractors performing work in the jurisdiction of Local 498 will be required to notify the Local 498 Business Manager of any contracts awarded prior to the commencement of any work. Failure to comply with this provision will subject the contractor to a fine. Failure to comply with this provision shall subject the subcontractor to a fine assessed by the Business Manager in an amount of up to \$2,500.00 per offense. Any such violation will be deemed to have occurred upon the assessment of the fine and notice to NIBCA of the fine levied against the subcontractor. Any such fine shall be immediately enforceable under the parties grievance procedure found in Item 33 of this Agreement, captioned “Settlement of Disputes.”

ITEM 23 – PRE-JOB CONFERENCE

If the Union or Employer requests a pre-job conference prior to commencement of work, it shall be held. At the pre-job conference, the employer shall advise the Union of its requirements as to the workmen required in the respective classification, the probable starting date, duration of the job, and the working schedules or any other conditions that might arise on said job.

ITEM 24 – APPRENTICE RATIO

1. One apprentice to 4 journeymen on the project.
2. On ornamental work which is normally performed by 2 ironworkers, 1 may be an apprentice.
3. The ratio of apprentices to journeymen may be adjusted higher by approval of the General Executive Board only.

ITEM 25 – WAGE RATES

Effective June 1, 2020, the following rates will apply: Journeymen rate is \$40.85 per hour worked.

A. Apprentice Rates (6/1/20 thru 5/31/21)

Hourly Wage for	Percentage of \$40.85/hr.	Regular	Time and a half	Double Time
1 st period 0-500 Hrs.	50.00%	\$20.43	\$30.65	\$40.86
2 nd period 501-1,500 Hrs.	55.00%	\$22.47	\$33.71	\$44.94
3 rd period 1,501-2,500 Hrs.	60.00%	\$24.51	\$36.77	\$49.02
4 th period 2,501-3,500 Hrs.	70.00%	\$28.60	\$42.90	\$57.20
5 th period 3,501-4,500 Hrs.	80.00%	\$32.68	\$49.02	\$65.36
6 th period 4,501-5,500 Hrs.	85.00%	\$34.72	\$52.08	\$69.44
7 th period 5,501-6,500 Hrs.	90.00%	\$36.77	\$55.16	\$73.54
8 th period 6,501-7,200 Hrs.	95.00%	\$38.81	\$58.22	\$77.62

B. FOREMAN RATES (6/01/20 thru 5/31/21)

Hourly wage for:	Regular	Time and a half	Double Time
Journeyman	\$40.85	\$61.28	\$81.70
Foreman with 2 men or less	\$43.71	\$65.57	\$87.42
Foreman with 3 men or more	\$45.75	\$68.63	\$91.50
General Foreman	\$47.79	\$71.69	\$95.58

When three (3) or more Foremen are employed on one job site, there shall be one General Foreman.

The following is a summarization of the wages and benefits for **year one** (6/1/20-5/31/21) of this agreement. It has been negotiated and adopted that **year two** (6/1/21-5/31/22) will be an increase of \$2.50 to be allocated and **year three** (6/1/22-5/31/23) will be an increase of \$2.50 to be allocated.

To all contractors who employ Ironworkers in the jurisdiction of **Ironworkers Local Union #498**:
Please be advised that effective **June 1, 2020 through May 31, 2021**, wage rates will be as follows:

Hourly wage for:	Regular	Time and a half	Double Time
Journeyman	\$40.85	\$61.28	\$81.70
Foreman with 2 men or less	\$43.71	\$65.57	\$87.42
Foreman with 3 men or more	\$45.75	\$68.63	\$91.50
General Foreman	\$47.79	\$71.69	\$95.58

The guidelines for overtime pay are:

If you are working a National Maintenance Agreement, metal building construction or some Project Labor Agreements you are to pay time and a half for overtime. If it is new construction overtime is double time.

Apprentice Rates are as follows:

Hourly Wage for	Percentage of \$40.85/hr.	Regular	Time and a half	Double Time
1 st period 0-500 Hrs.	50.00%	\$20.43	\$30.65	\$40.86
2 nd period 501-1,500 Hrs.	55.00%	\$22.47	\$33.71	\$44.94
3 rd period 1,501-2,500 Hrs.	60.00%	\$24.51	\$36.77	\$49.02
4 th period 2,501-3,500 Hrs.	70.00%	\$28.60	\$42.90	\$57.20
5 th period 3,501-4,500 Hrs.	80.00%	\$32.68	\$49.02	\$65.36
6 th period 4,501-5,500 Hrs.	85.00%	\$34.72	\$52.08	\$69.44
7 th period 5,501-6,500 Hrs.	90.00%	\$36.77	\$55.16	\$73.54
8 th period 6,501-7,200 Hrs.	95.00%	\$38.81	\$58.22	\$77.62

Fringe benefit and deduction information follows on Page 2 -----The following are the fringe benefit rates that apply to journeymen and apprentices employed in our jurisdiction.

Fringe Benefit	Amount	Notes:
Local 498 Pension Fund Pension is calculated and contributed on <u>hours worked</u>	\$14.23 - Defined Benefit - contributed on hours worked	Check should be sent to: Iron Workers Local 498 Pension Fund 2001 N. Mayfair Rd. Milwaukee, WI 53226
Health & Welfare Fund	\$12.66 contributed on hours worked	Check should be sent to: Iron Workers Tri-State Welfare Fund P.O. Box 94498 Chicago, IL 60690
Mid-America Pension	\$5.63 contributed on hours worked	Checks should be sent to: Mid-America Pension PO Box 708 Lansing, IL 60438
Mid-America SMA Please note basis of contribution payments HOURS PAID for \$8.19 and Hours worked for \$0.17	\$8.36/hour \$8.19-contributed on HOURS PAID \$0.17-contributed on hours worked	Checks should be sent to: Mid-America Pension PO Box 708 Lansing, IL 60438

IMPACT (Ironworker Management Progressive Action Cooperative Trust)	\$0.25 <u>contributed on hours worked</u>	Send one check to: Iron Workers Local 498 5640 Sockness Dr. Rockford IL 61109 Including deductions below
IW 498 Apprenticeship/JIW Upgrading Fund	\$1.55 <u>contributed on hours worked</u>	
Project First Rate	\$0.05 <u>contributed on hours worked</u>	
NIBC-IAP	\$0.10 <u>contributed on hours worked</u>	

The following are **deductions withheld** from the employees check and are to be summarized and submitted on **one check** with the benefits identified above to:
Ironworkers Local Union #498, 5640 Sockness Dr., Rockford, IL 61109:

Deduction	Amount	Notes:
Defense Fund	\$1.25	Deducted on hours worked
Building Trades Check-off	\$0.06	Deducted on hours worked
Local #498 Assessment Fund	4% of GROSS WAGES	Deducted from gross wages
IW #498 Building Fund	\$0.15	Deducted on hours worked
IW #498 PAC Fund	\$0.05	Deducted on hours worked

Total Wage Package for Journeyman \$83.68

An assessment will be made, according to our agreement, if the report is not received in this office by the 15th of the month following the month in which the work was performed.

General Foreman

The duties of a General Foreman, when one or more men are employed, are to receive instructions from a company superintendent or a designated representative and then to convey such instructions to the Foreman under his supervision, and the Foreman, when present, is the only representative of the employer who shall issue instructions to the workmen.

The General Foreman shall not work with the tools or push a gang except on a relief or temporary basis.

ITEM 26 – WORKING ASSESSMENT

The Employer agrees to withhold from the gross wages of all its employees employed as iron workers, within the jurisdiction of Local No. 498, the sum, established by the union, and remit same to Local No. 498 on forms provided by the Union.

ITEM 27 – BUILDING TRADES and I.P.A.L.

There shall be a Check-Off of six cents (\$.06) per hour for Building Trades and I.P.A.L. These funds are to be remitted to Local No. 498 on forms provided by the Union.

ITEM 28 – DEFENSE FUND

An amount determined by the Union for the Defense Fund will be deducted from the employees' wages and remitted to Local No. 498 on forms provided by the Union.

ITEM 29 – OVERTIME

Double time shall be paid for any regular and all work in excess of eight (8) hours on any regular work day and for all time worked on Saturdays, Sundays and recognized holidays.

ITEM 30 – HOLIDAYS

No work shall be performed on Labor Day, except to save life or property. The following holidays shall be observed: ***NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING, the day after, (add) AND CHRISTMAS.***

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

ITEM 31 – PAY DAY

Section 1. The regular pay day shall be once a week as per the employer's regular payroll period and wages shall be paid before quitting time, and wages are to be paid in cash or other legal tender.

Section 2. Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll. The employer must pay on the jobsite at the end of the third (3rd) working day after the employer pay period. Example: Time goes in on Sunday, pay on Wednesday.

Section 3. When employees are laid-off or discharged, (unless other arrangements are made prior to the start of the project with the union), they shall be paid in full 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 employees 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 payday for the wages due them. Employees not receiving their proper wages of pay at the time of lay-off, shall be entitled to receive four (4) hours of compensation at the proper straight time rate of pay for each twenty-four (24) hours waiting period or a portion thereof. The Union also recognizes that special circumstances exist relative to overtime hours, weekend work and remuneration for employees during situations when the employer's payroll department may be closed. When such instances occur, the checks should be prepared and furnished immediately upon resumption of the first normal business day the penalty shall not apply.

Section 4. Accompanying each payment of wages shall be a statement identifying the employer, showing the number of hours, total earnings, the amount of each deduction, the purpose thereof and net earnings.

Section 5. It is agreed that when a contractor from a state other than Illinois does business in the State of Illinois, said contractor shall not subject any member of this local union to any taxes other than those of the State of Illinois or the Federal Government.

Section 6. When an employee's pay is incorrect, the employer has 24 hours to correct the error. Said correction must be paid on the job. *If not paid within 24 hours refer to Item 30*
Section 3. Compensation will be the same 4 hours of compensation at the proper straight time rate of pay for each 24 hours waiting period or a portion thereof.

Section 7. Any employer whose check or checks for payroll are not honored by the bank or depository, will be assessed a One Hundred dollar (\$100.00) per check handling fee and any and all bank and other fees relating to said check.

ITEM 32 – FRINGE BENEFITS

Section 1. Welfare Plan. All employers agree to pay **\$12.66** per hour, effective June 1, 2020, for each hour for which the employee worked for all employees covered by this Agreement to a Welfare Fund. The contributions of the employer shall be used exclusively to provide hospital expense insurance and temporary disability benefits to eligible employees and their families in such form and amounts the trustees of the Welfare Fund may determine, and the organization and administration expenses of the Welfare Fund.

The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust together with any amendments thereto shall be considered as part of the Agreement as though set forth here at length.

If any employee makes a claim for benefits arising under the Welfare Fund, which would otherwise be due such employee except for the failure of the employer to make payments due to the Welfare Fund, such employer shall be responsible for all sums that would otherwise have been to such employee for such claim. The employer expressly waives any defenses in relation to his failure to make timely payments to the Welfare Fund, and the payment by the employer to the Welfare Fund of the amounts due after such claim arises will not relieve the employer for payment of such claim for benefits. The payment of any such claim by the employer shall not operate to relieve such employer from his liability, to make the require payments due to the Trust Fund, including assessment payments. If legal action is taken to recover the amounts due the Welfare Fund for any delinquencies, or for any employee's claim which would have been paid except for the delinquency of the employer, for payment to the Welfare Fund, such employer shall also pay all court costs, including reasonable attorney fees of the Welfare Fund or employee arising from such legal action.

Employer contributions to this fund must be made by separate check, made payable to the fund and mailed directly to the fund on forms provided by the Union.

Section 2. Mid-America Pension Plan and SMA. Commencing with the payroll following the date thereof, all employers agree to pay **\$13.99** per hour distributed in the following manner: **\$5.63** per hour for each hour for which the employee worked to the **Mid-America Pension Plan**. Also, **\$8.19** per hour for each paid (premium rates apply) and **\$0.17** per hour for hours worked to **Mid-America SMA**, for all employees covered by this Agreement. The contributions of the employers shall be used exclusively to provide pension benefits to eligible employees in such form and in such amount as the trustees of the Pension Fund may determine, and for organization and administration expenses of the Pension Fund. The said Pension Fund shall be administered pursuant to an agreement and Declaration of Trust jointly by

an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of the said Agreement and Declaration of Trust, together with any agreements thereto, shall be considered as part of this Agreement as though set forth here at length.

Employer contributions to this fund must be made by separate check, made payable to the fund and mailed directly to the fund on forms provided by the Union.

Section 3. Local No. 498 Pension Fund. Beginning June 1, 2020, **\$14.23** per hour shall be remitted to the Local 498 Pension Fund Administrator for each individual hour worked as the employers' contribution to Local 498 Pension Fund. By making payments to the Iron Workers Local No. 498 Pension Fund, each contributor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof. The employer shall, however, have no responsibility to the Fund, except the making of payments a specified and compliance for the successful operation of the Fund. The final interpretation of the rules and regulations of the Fund and its administration shall rest solely with the Board of Trustee is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

Contributions to Local 498 Pension are based on hours worked at \$14.23 per hour.

Employer contributions to this fund must be made by separate check, made payable to the fund and mailed directly to the fund on forms provided by the Union.

Section 4. Local No. 498 Training Program Trust Fund. In addition to the per hour wage rates, the employer shall contribute **\$1.55 per hour** for each hour for which the employee works, for all employees covered by this Agreement to the Local No. 498 Training Program Trust Fund, 5640 Sockness Drive, Rockford, Illinois 61109. The employers signatory hereto agree to accept the terms of the Trust Agreement establishing the "Local No. 498 Training Program: in its entirety. Primary purposes of the Training Program Fund, as set forth in the trust Agreement, shall include apprenticeship training, journeyman retraining or refresher training and safety education for all such employees covered by this Agreement.

Employer contributions to this fund should be included on the same check as the amounts for IMPACT, Construction Industry Advancement Program and the hourly deductions of Defense Fund, Building Trades Check-off, Local #498 Assessment Fund, IW #498 Building Fund and IW #498 PAC Fund, and made payable to Iron Workers Local 498 Disbursement Fund, and mailed directly to 5640 Sockness Dr., Rockford, IL 61109 on forms provided by the Union.

Section 5. There shall be **five cents (\$0.05)** per hour for each hour for which the employee is paid, for all employees covered by this Agreement, to **Project First Rate**.

Beginning June 1, 2017, there shall be **ten cents (\$0.10)** per hour for each hour for which the employee is paid, for all employees covered by this Agreement, to **NIBC-IAP**.

In addition to the per hour wage rate, the Employer shall contribute three quarters of one percent (5/8 of 1%) of the applicable hourly journeyman wage rate for each hour worked to ***Ironworkers Management Progressive Action Cooperative Trust (IMPACT)***, a jointly trusted Cooperative Trust with federal tax exempt status under Section 501(c)(5) of the Internal Revenue Code. Tax Exempt status determination was rendered under the initial name of the Trust which was the Employers Responsive Educational Cooperation Trust of North America. The general purposes

of the trust include improvement and development of the union ironworking industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the **IMPACT** Trust agreement, policies and resolutions.

Note: All fringe benefit clauses also apply to the apprentices. Apprentices shall be paid their specified rates.

Section 6. With reference to payment of fringe benefits, please be advised that under the terms of the Trust Agreements, the Trustees are empowered to add liquidated damages to the amounts remitted to the Funds. Also, the Union Trustees are empowered to add liquidated damages to the payroll deductions, Item 25 – Working Assessments, Item 26 – Building Trades, and I.P.A.L., and Item 27 – Defense Fund.

The liquidated damages to the above shall be as follows: 1-30 day delinquency, 5% or \$25.00 whichever is greater, 31-60 days delinquency, 10% or \$100.00 whichever is greater. All costs for collections, attorney fees, court costs or collection agencies, shall be paid by the delinquent contractor. This assessment will be made if the report and payment are not received in this office on the 15th of the month following the month in which the work was performed.

Should delinquencies of any fringes go beyond **20** days, Local No. 498 has the right to withhold employees until delinquencies are paid in full.

Section 7. Should, at any time in the future, one or all of the fringe benefits (Welfare, Pension, etc.) be discontinued for any reason the monies normally applied to that benefit shall be applied to wages.

ITEM 33 – SETTLEMENT OF DISPUTES

Section 1 Grievances and Arbitration. For the purpose of this Agreement, the term “grievance” is any claim or dispute involving an interpretation or application of the Agreement by an employee, or an Employer, or the Union, or the Contractor Association NIBCA, that one of the other of the aforesaid persons or organization is violating or has violated this Agreement.

STEP ONE - A grievance shall first be taken up between the Union’s Business Representative assigned to the job and a designated representative of the Employer. The Union must file the grievance within a reasonable time of the occurrence giving rise to the grievance or when the affected employee knew or reasonably should have known of the existence of the grievance.

STEP TWO - In the event that the grievance cannot be resolved within five (5) working days of the Step One conference, it shall be reduced to writing and referred for conference and resolution by designated officials of the Union and the Association, In the event the Employer is not a member of the Contractor Association NIBCA, the written grievance shall be submitted directly to the Joint Grievance Committee in accordance with Step Three.

STEP THREE - In the event the grievance cannot be resolved by the Step Two conference within seven (7) working days after receipt by the Union and the Contractor Association NIBCA, of the written grievance, the written grievance shall 'be submitted immediately to the Joint Grievance Committee (JGC) created in this Article and shall be decided within forty five (45) days of submission. The Union and Contractor Association NIBCA shall together create a Joint Grievance Committee to resolve grievances arising under this Agreement. This committee shall consist. of an equal number of members representing the Employers and the Union; but with no less than two (2) members from each group. The Union or Contractor Association NIBCA may appoint alternate members. At its first meeting, the Joint Grievance Committee shall formulate rules of procedure to govern the conduct of its meetings and. such rules for the processing of grievances as are not in conflict with this Agreement. The Joint Grievance Committee shall have the power to resolve all grievances before it and shall have the right to examine all records of the Employers and employees as is reasonably necessary to resolve the grievance. The Joint Grievance Committee shall have the authority to determine and assess remedies for violations of this agreement, including but not limited to fines, injunctions, suspension and an award of back pay and equivalent benefits to the Union, Trust Funds or employee. Where the Joint Grievance Committee, by majority vote, resolves a grievance, no appeal may be taken, and such resolution shall be final and binding on all parties and individuals bound by this Agreement.

STEP FOUR - If the Joint Grievance Committee is unable to resolve grievance by majority vote, the grievance shall be submitted within thirty (30) days to a neutral arbitrator. If the Union and the Association cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with rules and procedures of the American Arbitration Association. The cost of such arbitration shall be borne equally by both Parties to the arbitration; and the decision of the arbitrator shall be final and binding on all parties and individuals bound by this Agreement The time limits provided in this Section may be extended by mutual written consent of the Union and the Contractor Association NIBCA, and/or the Employer or at the discretion of the Joint Grievance Committee. Neither the Joint Grievance committee nor an arbitrator shall have any authority to add to, detract from, or in any way alter the provisions of this Agreement or make a new Agreement. There shall be no lockout by an Employer during the term of this Agreement. Except as specifically provided for in this Agreement, there shall be no strikes or work stoppages by the Union during the term of this Agreement. Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within fourteen (14) days of receipt of the decisions by the losing party. A party which fails to comply within the fourteen (14) day period shall be required to pay an additional ten (10%) percent of all amounts owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover costs, including attorneys' fees, from the losing party.

ITEM 34 – JOB STEWARD

There shall be a steward on each job who shall be appointed by the business manager. He shall keep a record of workers laid-off and discharged and take up all grievances on the job and try to have same adjusted, and in the event he cannot adjust them he must promptly report that fact to the business manager who shall report same to the proper officer of the Union so that effects 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 condition 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 the 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 of charges provided for in the International Constitution.

The Employer agrees that the job steward will not be discharged until 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.

ITEM 35 – SAVING CLAUSE

Should any part 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 of provisions affected.

The remaining parts or provisions shall remain in force and effect.

ITEM 36 – DURATION AND TERMINATION

The obligations of the Agreement shall not be affected by the nature or form of doing business by any Employer party hereto; and the obligations herein shall also extend to any person, firm or corporation under control or common control with any signatory, and which entity engages in any work covered by this Agreement.

Except as set forth below, the individual employer waives any right that he or it may have to terminate abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Agreement.

This **Agreement** shall remain in full effect until May 31, 2023, and shall continue thereafter for the terms of any future modifications, changes, amendments, supplements, extensions or renewal which may be negotiated between the parties thereto unless either party to this Agreement gives written notice to the other of the desire to change or cancel not more than ninety (90) days nor less than sixty (60) days prior to May 31, 2023.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Rockford, State of Illinois.

For: **LOCAL UNION NO. 498** of the International Association of Bridge, Structural,
Ornamental and Reinforcing Iron Workers

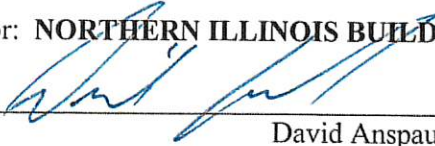
By: _____



Mark Richeson, Business Manager
Financial Secretary and Treasurer

For: **NORTHERN ILLINOIS BUILDING CONTRACTORS' ASSOCIATION, Inc.**

By: _____



David Anspaugh, Executive Director

For NON-ASSOCIATION CONTRACTORS

Date: _____

Company: _____

By: _____

Non-Association Member – PRINT NAME

Signature: _____ Title: _____

Fax # _____ Phone # _____

Address: _____

Email Address: _____

Federal ID (FEIN) _____ State Unemployment # _____

APPENDIX “A”

METAL BUILDING AGREEMENT

1. After the Foreman, Apprentices may be employed on a one-to-one ratio with Journeyman.
2. Apprentices’ pay scale will be as stated in the current “Collective Bargaining Agreement of Iron Workers Local No. 498”.
3. Fringe benefits, as stated in the “Collective Bargaining Agreement” (Agreement), must be paid on behalf of all employees performing work described in the “Constitution of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers (Constitution)”.
4. Travel service dues and assessments will be paid on all employees working under the above named Agreement and Constitution.
5. Employers can determine the number of men needed to safely erect “Metal Buildings”.
6. Work hours may be ten (10) hours per day, Monday through Thursday, with make-up day on Friday.
7. All overtime work during weekdays and Saturday will be time and one-half. Sundays and recognized Holidays will be double time.
8. Employers will be allowed flexible starting times.
9. Show-up time will be one hour of pay, then 2-3-4-5-6-7-8-9-10 hours.
10. Re-bar and mesh, in connection with Pre-engineered Metal Buildings will be covered by this Agreement.
11. Definitions of Pre-engineered Metal Buildings must be mutually agreed upon prior to bid, in writing.
12. All other aspects of the “Collective Bargaining Agreement”, not specifically outlined above, will become part of this Agreement.
13. Metal Buildings that will be erected where Federal, State, or other Prevailing Wage Rate Laws apply, will be excluded from this Agreement.

APPENDIX “B”

Precast (Tip-UP Panels) AGREEMENT

1. After the Foreman, Apprentices may be employed on a one-to-one ratio with Journeyman.
2. Apprentices’ pay scale will be as stated in the current “Collective Bargaining Agreement of Iron Workers Local No. 498” as it applies to the pay structure for Precast.
3. Fringe benefits, as stated in the “Collective Bargaining Agreement” (Agreement), must be paid on behalf of all employees performing work described in the “Constitution of the International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers (Constitution)” and as apply to the Precast Panel wage/benefit structure.
4. Travel service dues and assessments will be paid on all employees working under the above named Agreement and Constitution.
5. Employers can determine the number of men needed to safely erect “precast panels”.
6. Work hours may be ten (10) hours per day, Monday through Thursday, with make-up day on Friday.
7. All overtime work during weekdays and Saturday will be time and one-half. Sundays and recognized Holidays will be double time.
8. Employers will be allowed flexible starting times.
9. Show-up time will be one hour of pay, then 2-3-4-5-6-7-8-9-10 hours.
10. All other aspects of the “Collective Bargaining Agreement”, not specifically outlined above, will become part of this Agreement.
11. Precast Panels that will be erected where Federal, State, or other Prevailing Wage Rate Laws apply will be excluded from this Agreement.

PRECAST WAGE & BENEFIT PACKAGE

To all contractors who employ Ironworkers in the jurisdiction of **Ironworkers Local Union 498**:
Please be advised that effective **June 1, 2020 through May 31, 2021**, wage rates will be as follows:

Hourly wage for:	Regular	Time and a half	Double Time
Journeyman	\$36.77	\$55.16	\$73.54
Foreman with 2 men or less	\$39.34	\$59.01	\$78.68
Foreman with 3 men or more	\$41.18	\$61.77	\$82.36
General Foreman	\$43.02	\$64.53	\$86.04

The guidelines for overtime pay are based on the "Precast Package – Addendum "B" to the Collective Bargaining Agreement for Ironworkers Local 498.

Apprentice Rates are as follows:

Hourly Wage for	Percentage of \$36.77/hr.	Regular	Time and a half	Double Time
1 st period 0-500 Hrs.	50.00%	\$18.39	\$27.59	\$36.78
2 nd period 501-1,500 Hrs.	55.00%	\$20.22	\$30.33	\$40.44
3 rd period 1,501-2,500 Hrs.	60.00%	\$22.06	\$33.09	\$44.12
4 th period 2,501-3,500 Hrs.	70.00%	\$25.74	\$38.61	\$51.48
5 th period 3,501-4,500 Hrs.	80.00%	\$29.42	\$44.13	\$58.82
6 th period 4,500-5,500 Hrs.	85.00%	\$31.25	\$46.88	\$62.50
7 th period 5,501-6,500 Hrs.	90.00%	\$33.09	\$49.63	\$66.18
8 th period 6,501-7,200 Hrs.	95.00%	\$34.93	\$52.40	\$69.86

Fringe benefit and deduction information follows on Page 2 -----The following are the fringe benefit rates that apply to journeymen and apprentices employed in our jurisdiction.

Fringe Benefit	Amount	Notes:
Local 498 Pension Fund Pension is calculated and contributed on <u>hours worked</u>	\$14.23 - Defined Benefit – <u>contributed on hours worked</u>	Check should be sent to: Iron Workers Local 498 Pension Fund 2001 N. Mayfair Rd. Milwaukee, WI 53226
Health & Welfare Fund	\$12.66 <u>contributed on hours worked</u>	Check should be sent to: Iron Workers Tri-State Welfare Fund P.O. Box 94498 Chicago, IL 60690
Mid-America Pension	\$5.63 <u>contributed on hours worked</u>	Checks should be sent to: Mid-America Pension 2350 East 170 th St. Lansing, IL 60438
Mid-America SMA Please note basis of contribution payments <u>HOURS PAID</u> for \$1.59	\$3.19 /hour <u>contributed on HOURS PAID</u>	Checks should be sent to: Mid-America Pension 2350 East 170 th St Lansing, IL 60438
<i>The following amounts may be summarized and remitted on one check to Iron Workers Local 498 along with the payroll deductions listed below:</i>		
IMPACT (Ironworker Management Progressive Action Cooperative Trust)	\$0.25 <u>contributed on hours worked</u>	Checks should be sent to: Iron Workers Local 498 5640 Sockness Dr. Rockford, IL 61109
IW 498 Apprenticeship/JIW Upgrading Fund	\$1.55 <u>contributed on hours worked</u>	Checks should be sent to: Iron Workers Local 498 5640 Sockness Dr. Rockford, IL 61109
Project First Rate	\$0.05 <u>contributed on hours worked</u>	Checks should be sent to: Iron Workers Local 498 5640 Sockness Dr. Rockford, IL 61109
NIBC-IAP	\$0.10 <u>contributed on hours worked</u>	Checks should be sent to: Iron Workers Local 498 5640 Sockness Dr. Rockford, IL 61109

The following are **deductions withheld** from the employees check and are to be summarized and submitted on one check with the benefits identified above to:
Ironworkers Local Union #498, 5640 Sockness Dr., Rockford, IL 61109:

Deduction	Amount	Notes:
Defense Fund	\$1.25	Deducted on hours worked
Building Trades Check-off	\$0.06	Deducted on hours worked
Local #498 Assessment Fund	4% of GROSS WAGES	Deducted from gross wages
IW #498 Building Fund	\$0.15	Deducted on hours worked
IW #498 PAC Fund	\$0.05	Deducted on hours worked

An assessment will be made, according to our agreement, if the report is not received in this office by the 15th of the month following the month in which the work was performed.

MEMORANDUM AGREEMENT

This Side Letter is entered into between the Iron Workers Local Union No. 498 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO ("Union"), and the Northern Illinois Building Contractors Association, Inc. ("Association"). This Side Letter amends the terms of the Collective Bargaining Agreement entered into between the above parties, whose term is June 1, 2020, through May 31, 2023.

This Side Letter is intended to expand the territorial jurisdiction of the Union and Association as a result of the dissolution of the Iron Workers Union Local No. 393 and create a new geographic zone in which the wage and fringe benefit structure differs from the current one. This Side Letter is effective as of February 1, 2022 through May 31, 2023.

- 1) The territorial jurisdiction of the Union shall now be expanded from what has originally been granted by the International Association to include the following territory:

On the South the border shall now be: I-88 at the Fox River. The border shall follow I-88 west to University Rd. South on University Rd to US Rte. 30. Then following the current borders as set forth in the CBA as granted by the International Association.

On the East the border shall now be: I-88 and the Fox River. The border shall run north along the Fox River to The McHenry and Kane Counties line. West along the McHenry and Kane Counties line to IL rte. 31. North on IL rte. 31 to Virginia Rd. Northwest along Virginia Rd. to US Rte. 14 (Northwest Highway). Following US Rte.14 to IL rte. 47. Then following the current borders as set forth in the CBA as granted by the International Association.

Any inconsistencies with the current territorial jurisdiction shall be replaced with the above and shall be read in favor of the larger territorial jurisdiction.

- 2) A new geographic zone which shall now be referred to as the "Local Union 498 East Zone" shall have a different wage and fringe benefit structure as the "Local Union 498 Main Zone:"

The Local Union 498 East Zone shall begin at the current border of the Local Union 498 Main Zone. On the South the border shall now be: I-88 at the Fox River. The border shall follow I-88 west to University Rd. South on University Rd to US Rte. 30. Then following the current borders as set forth in the CBA as granted by the International Association.

On the East the border shall now be: I-88 and the Fox River. The border shall run north along the Fox River to The McHenry and Kane Counties line. West along the McHenry and Kane Counties line to IL rte. 31. North on IL rte. 31 to Virginia Rd. Northwest along Virginia Rd. to US Rte. 14 (Northwest Highway). Following US Rte.14 to IL rte. 47.

Local Union 498 shall provide a map to all signatory contractors indicating the borders of the new Local Union 498 East Zone.

For work performed in the Local Union 498 East Zone wages and fringe benefits shall be paid in accordance with the attached Local Union 498 East Zone wage and benefit package sheet. Attached to this Side Letter as **Exhibit 1**. For all Precast, Fence, Interior & Solar Racking work performed in the Local Union 498 East Zone, wages and fringe benefits shall be paid according to the attached Local 498 East Zone Precast, Fence, Interior & Solar Racking wage and benefit package sheet. Attached to this Side Letter as **Exhibit 2**.

- 3) Appendix "A" – Metal Building Agreement to the Collective Bargaining Agreement shall also be amended. The title of Appendix "A" shall now be "Metal Building and Machinery Moving Agreement." Paragraph 14 will also be added to include machinery moving and will read as follows: 14. Machinery Moving will be covered by this Agreement."

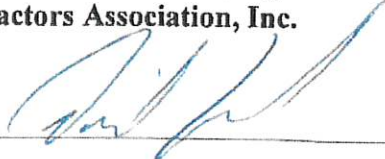
Iron Workers Local Union No. 498

By: 

Title: Business Manager

Date: 5-17-22

**Northern Illinois Building
Contractors Association, Inc.**

By: 

Title: EXECUTIVE DIRECTOR

Date: 5-17-22