

AGREEMENT

Between

CENTRAL ILLINOIS BUILDERS ASSOCIATION

And

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND
REINFORCING IRONWORKERS
LOCAL UNION NO. 380

MAY 1, 2007 through APRIL 30, 2010

INDEX

	PAGE
Arbitration.....	25
Corporate Signature Authority.....	27
Duration.....	27
Foreman.....	7
Grievance Procedures.....	24
Hiring.....	7
Holidays.....	15
Jurisdictional Disputes.....	26
Jurisdiction of Union.....	2
Management Rights.....	6
Notices.....	27
Participation Agreement.....	29
Pre-job Conference.....	5
Purpose.....	2
Safety Understanding.....	23
Savings Clause.....	24
Scope of Work.....	3
Shift Work.....	12
Stewards.....	4
Strikes-Lockouts.....	23
Union Recognition.....	3
Union Security.....	3
Union Representation.....	4
Working Conditions.....	8
Wages.....	14

AGREEMENT

THIS AGREEMENT, made this 1st day of May, 2007, between CENTRAL ILLINOIS BUILDERS OF AGC, hereinafter called EMPLOYER, and INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRONWORKERS LOCAL UNION NO. 380, HERINAFTER CALLED UNION.

WITNESSETH:

WHEREAS, the parties have, through a series of negotiations and conferences, come to mutual agreement on various matters affecting the relationship between the parties and desire to reduce such agreement to writing:

IT IS MUTUALLY AGREED between the parties that:

PURPOSE

1. The purpose of this Agreement is to set forth the agreements between the Employers and the Union regarding hours of work, working conditions, wages, provisions to promote the safety of employees, to secure economy of operations to eliminate wastes, to improve quality of service, to provide for the protection of and to establish effective and impartial procedure of the peaceful settlement of disputes and grievances.

JURISDICTION OF UNION

2. The jurisdiction of the Union shall extend half-way to the nearest outside local of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRONWORKERS, and shall include all or parts of the following counties in Illinois: Coles, Macon, Vermillion, Ford, Livingston, Piatt, Champaign, McLean, Douglas, Moultrie, Cumberland Dewitt, Edgar, Shelby, and that portion of Vermillion County, Indiana, falling within the jurisdiction of Local No. 380, namely a point midway between Covington, Indiana, and Illinois State Line and extending four(4) miles North of the point and four (4) miles South of this point.

SCOPE OF WORK

3. The Agreement shall cover all employees employed by the Employer engaged in work coming under all classifications listed under the trade autonomy of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRONWORKERS.

UNION RECOGNITION

4. The Employer recognizes the Union as the sole bargaining agent for all employees in the classifications covered by this Agreement.
5. The Union agrees to comply with and remain in compliance with the provisions of the Taft-Hartley Act during the life of this Agreement.

UNION SECURITY

6. All bargaining unit employees covered by this Agreement, as a condition of their continued employment, shall, commencing on the eighth day following the beginning of

their employment or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union. Failure of an employee to comply with the provision of this Article shall, upon written request of the Union, result in the termination of such employee. The Employer shall not justify any discrimination against an employee for non-membership in the Union if:

- a) He has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to the other member, or
- b) He has reasonable grounds for believing the membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

UNION REPRESENTATION

- 7. Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union representative complies with customer rules. Authorized Union representatives shall notify the site superintendent upon their arrival at the job site.

STEWARDS

- 8. A steward shall be a working employee, appointed by the Business Agent of the Local Union. The Business Agent shall notify the Employer representative whom he has selected as steward immediately following such selection. The steward shall look after the interest of both parties and shall, at all times, use his efforts to adjust matters without a work stoppage, and the steward shall accompany injured employees to their homes or to the hospital, as the case may be, in the event of an accident or injury, without any loss of time from his employment and shall report such accident or injury to the proper officer of the Union and to the Employer.
 - a) The steward shall not be discharged because he is performing his duties as a steward, nor shall the steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.
 - b) A steward shall not be laid off or discharged as long as other members of his craft are employed by the Employer, with the exception of one foreman, without just cause.

PRE-JOB CONFERENCE

- 9. The Employer agrees to notify the Local Union or Local Building Trades Council of newly-acquired work covered by this Agreement, providing the names and addresses of contractor, known subcontractor, (all subcontractors, names and addresses, etc. will be provided to the designated Local Building Trades Council representative once that information is known), the scope of work to be performed and probable starting date. The Local Union or the Building Trades Council may or may not schedule a pre-job conference at the earliest mutually available date, In emergency situations, such as fire, blow-ups and the like, this requirement shall be waived.

The above provision will not apply providing the job continues not more than five (5) working days. It is agreed that a contractor working within the jurisdiction of the Local Unions, parties of this Agreement, shall notify the Business Manager before starting this work.

MANAGEMENT RIGHTS

10. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to hiring, promotion, overtime assignments, layoff or discharge.
11. There shall be no limit on production by employees nor restriction on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of the trade. The operation of all equipment shall be assigned to the proper craft jurisdiction.
12. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques of construction, tools, or other labor-saving devices to be used. However safety of the employees on the jobsite shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked.
13. The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.
14. The foregoing enumeration of management rights shall be deemed to be inclusive, not exclusive. The Employer retains all management rights except as expressly limited herein.

FOREMAN

15. Where two or more Ironworkers are employed, one shall be selected by the Employer to act as foreman and receive foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the workmen. He shall be competent in this craft and shall be the representative of the Employer in all matters pertaining to the work.

HIRING

16. The Union does not operate an exclusive hiring hall. The Employer may, at any time, hire or recall by name, available members of the Local Union from any source. The Employer may also make a special skills request to the Union to find the available worker who best meets the skill request of the Employer. Employees may seek and obtain employment as they wish without having to register with the Union and without first having to acquire permission from the Union. The Employer and the Employee must report any hiring information to the Union within 24 hours of hiring.
17. The Union offers a non-exclusive referral system to prospective employees and Employers. The Union shall refer prospective employees to the Employer on a first come first served basis at the daily job call at the Union Hall.
18. The Employer shall remain, the sole judge of the competency and qualifications of individuals referred by the Union and the number of employees required at any time. There shall be no restriction on the movement of employees between jobs of the Employer within the jurisdiction of a Local Union.

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

WORKING CONDITIONS

20. On all buildings, jobs under construction, alterations or repairs, no employee shall be deprived of his right to refuse to work in immediate conjunction with another employee in an affiliated craft on any job which is not proceeding in accordance with the terms of this Agreement.
- a There shall be no limitation as to the amount of work an employee may perform during his workday.
 - b The use of Ironworker apprentices shall be permitted provided they confine their work to their respective trade.
 - c Employees shall be at liberty to work for whomever they please, provided the Employer is signatory to this agreement.
 - d Employees employed on ornamental 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.
 - e Any employee who ceases working for any Employer and starts working for himself shall automatically cease to be affiliated with the Union.
 - f No employee shall refuse to go to work or refuse to continue work after starting because of any disagreement or misunderstanding until disagreement or misunderstanding has been resolved by the parties of this Agreement as herein provided.
 - g Eight (8) hours shall constitute a day's work from 7:00 a.m. to 3:30 p.m., Monday through Friday. With the consent of the employees on the job, the Employer may change the starting time to get relief from extreme weather conditions.
1. On projects of more than four (4) days duration, the contractor may elect to work on a straight time basis of four (4) ten (10) hour days, Monday through Thursday. Hours in excess of ten (10) hours a day will be paid at the double time rate. If during these four (4) days, six (6) or more hours are not able to be worked due to weather or circumstances beyond the contractor's control, Friday will be worked a minimum of eight (8) hours or a maximum of ten (10) hours at straight time until the forty (40) hour week is completed. Hours worked in excess of forty (40) hours will be paid at the rate of time and one half (1). If less than six (6) hours are lost Monday through Thursday, the Friday make-up may or may not be worked. This provision shall not apply to State of Illinois prevailing wage projects.
- h The noon hour may be curtailed by mutual agreement with the employees on the job and the Employer or his representative.
 - i Time and one-half (1) shall be paid for the first two (2) hours of overtime worked per day Monday through Friday; time and one half (1) shall be paid for the first eight (8) hours worked on Saturday, and those work hours shall be 8:00 a.m. through 4:00 p.m. All other overtime hours worked, including Sunday and recognized holidays, shall be paid at the rate of double the regular wage rate.
 - j No work shall be performed on Labor Day, except to save a life or property.

- k Wages and fringe benefits shall be paid and overtime shall be computed on the basis of thirty (30) minute intervals.
- l The regular payday shall be once a week on Friday, or such other day the Employer shall designate prior to the start of the job. When the regular payday is a holiday, then the last day before that holiday shall be payday.
- m Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third workday prior to payday. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount and purpose of each deduction, number of hours, net earnings and date.
- n When an employee is laid off or discharged, he shall be paid in full, in cash or other legal tender. When an employee quits of his own accord, he shall wait for the regular payday for his wages.
- o If an employee is not paid when his wages are due, he shall be paid at the straight time rate until he is paid.
- p The Employer shall furnish suitable drinking water at all times.
- q Unless notified by phone, and employee is ordered by the Employer or his representative to report for work, and through no fault of the employee, is not put to work or employed for less than two (2) hours, the employee shall be paid for two (2) hours time, provided the employee remains on the job during the period of the said two (2) hours.
- r On jobs where the employee works more than two (2) hours, the employee shall be paid for the actual hours of work, except when the employee is called to begin work after 12:00 p.m., he shall receive a minimum of four (4) hours pay.
- s Precast concrete may be unloaded and set with a number of men required to do the job safely.
- t On all mobile or power operated rigs of any description, no less than four (4) employees and a foreman shall be employed, provided however that when the work to be performed does not require the ratio prescribed, then with the consent of the business agent or job steward, the manning ratio may be modified.
- u Except for emergencies, Contractors shall allow twenty-four (24) hours, where practical, when ordering men from the Union office so as to enable them to furnish proper mechanics.
- v The Employer shall provide a suitable shed or room for the employees to change clothes and keep their tools when on jobs of sufficient size to justify same and space permits. These facilities may be shared with other crafts.
- w If possible, the Employer will notify the job steward or the Union office by noon of the laying-off of any employees.
- x Employer shall furnish all safety equipment required and comply with all OSHA standards.
- y The parties reaffirm their policy of a fair day's work for a fair day's wage. Employees shall be at their gang box or change shed at the starting time and shall remain at their place of work until quitting time. Scheduled quitting time shall include a reasonable time to clean up.
- z There shall not be any organized coffee breaks, rest periods, or other non-working time established during working hours. Employees may take an individual thermos of coffee or non-alcoholic refreshments to their assigned place of work and consume same as time and work schedule allow.
- aa When employees leave the project of their own accord at other than the normal quitting time, it is their responsibility to notify their supervisor.

- bb When an Employer, upon reasonable cause consider it necessary to shut down a job to avoid the possible loss of human life, or because of an emergency situation that could endanger the life or safety of any employee, employees will be compensated only for the actual time worked. In such an event, if the Employer requests the employee to stand by, employees will be compensated for the standby time at the applicable rate.
- cc Practices not a part of terms and conditions of applicable Collective Bargaining Agreement shall not be recognized.
- dd All employees on the job agree to submit to personal and/or vehicle inspection as may be required by the owner.
- ee Foreman and General Foreman shall take orders only from the designated Employer representative.
- ff There shall be no restrictions on the Employer's exclusive right to determine the size of the work force on any job or project except as otherwise provided herein; there shall be no standby work demands.
- gg A minimum of one Ironworker shall be on the job and assigned to reposition, retie, or replace reinforcing rods or reinforcing mesh that may become displaced when concrete pouring operation of foundation walls, slabs and floors in building construction and other reinforced concrete structures is taking place.

SHIFT WORK

- 21 All shift work, except as provided in paragraph 1, must be declared before it starts, be cleared with the Business Agent and shall be subject to the following rules and conditions. A special shift is not to be used to get around a picket line.
- a On two (2) and three (3) shift jobs, all hours worked between the hours of 12:01 a.m. on Saturday and 12:01 a.m. on Sunday, shall be paid at the rate of time and one-half (1) for the first eight (8) hours and double time for any hours worked over the eight (8).
 - b When two (2) shifts are employed, seven and one-half (7) hours shall constitute a day's work for each shift, but each shift shall receive eight (8) hours pay at the regular rate. The second (2nd) shift (that shift following the normal day shift) shall also receive a bonus in wages of ten percent (10%).
 - c When three (3) shifts are employed, seven (7) hours shall constitute a day's work for each shift, but each shift shall receive eight (8) hours pay at the regular rate.

The second (2nd) shift (that shift following the normal day shift) shall also receive a bonus in wages of ten percent (10%).

The third (3rd) shift (that shift following the second (2nd) shift) shall also receive a bonus in wages of fifteen percent (15%).

- d When multiple shifts are worked on Sunday or recognized holidays, the following shall apply.
 - 1) When two (2) shifts are employed, seven and one-half (7) hours worked shall constitute a day's work, but each shift shall receive eight (8) hours pay at double the regular rate of wages.

The second (2nd) shift (that shift following the normal day shift) shall also receive a bonus in wages of ten percent (10%).

- 2) When three (3) shifts are employed, seven (7) hours work shall constitute a day's work for each shift, but each shift shall receive eight (8) hours pay at double the regular rate of wages.

The second (2nd) shift (that shift following the normal day shift) shall also receive a bonus in wages of ten percent (10%).

The third (3rd) shift (that shift following the second (2nd) shift) shall also receive a bonus in wages of fifteen percent (15%).

- e On all shift work performed on Sunday or holidays, the overtime rate of double time shall start with the beginning of the first (1st) or "morning shift".
- f Not more than one shift shall be allowed on a job of less than five (5) days duration, except in case of an emergency and the General Executive Board shall immediately determine whether an emergency exists.
- g Wages must be paid in not less than thirty (30) minute intervals.
- h The first two (2) hours of overtime worked Monday through Friday per shift shall be paid at the rate of time and one-half (1) the regular rate of wages. All overtime hours worked over the two (2) hours per shift shall be paid at double the regular rate of pay.
- i For commercial, light commercial and institutional projects, if a special shift is required by an owner and if the EMPLOYER is required to perform work which cannot be performed during regular working hours, and employee may work a special shift and shall received eight (8) hours pay at the appropriate rate plus seventy-five cents (.75 cents) per hour. Seven (7) hours work not including a one-half (1/2) hour lunch shall constitute a full shift. No employee may work on a special shift is he has performed bargaining unit work that day during the regular working hours. The employer's request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date. This shift is not to be used to get around a picket on that project.

WAGES

- 22 The hourly wages to be paid to employees during the period of this Agreement are as follows:

MAY 1, 2007 TO APRIL 30, 2008

JOURNEYMAN.....	\$27.55
FOREMAN.....	\$29.30
GENERAL FOREMAN.....	\$29.80

MAY 1, 2008, TO APRIL 30, 2009

\$1.90 increase to be distributed by the Union

MAY 1, 2009, TO APRIL 30, 2010

\$1.90 increase to be distributed by the Union

- a) The Employer shall deduct from the employee's check, \$.05 cents per hour for each hour worked for IPAL, (IRONWORKERS POLITICAL ACTION LEAGUE), and this shall be paid in half hour intervals. This is to be combined into one (1) check with all other funds (except Tri-State Welfare), made payable to Ironworkers Local Union #380, on or before the 15th day of the following month in which the hours were worked and sent to Ironworkers Local Union #380, 1602 E. Butzow Drive, Urbana, IL 61802.
- b) No premium will be paid to any employee for any reason whatsoever, except for overtime.
- c) Jobs that require the use of certified personnel, in either A, B, or C Class shall be compensated at the rate of \$1.00 per hour above the current Journeyman rate. This shall include "Certified Nuclear" work.

HOLIDAYS

23 Only the following holidays shall be observed: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving in lieu of Veteran's Day, and Christmas Day. The above holidays shall be observed according to National Law, where applicable.

24 Wages paid by the Employer to the Apprentices shall be as follows:

1 st	6 months:	65% of Journeyman's scale
2 nd	6 months:	70% of Journeyman's scale
3 rd	6 months:	75% of Journeyman's scale
4 th	6 months:	80% of Journeyman's scale
5 th	6 months:	85% of Journeyman's scale
6 th	6 months:	90% of Journeyman's scale
7 th	6 months:	95 % of Journeyman's scale

25 The Employer may employ Probationary Members who shall be compensated at the rate of a first year apprentice. A person shall be a probationary member if they are granted probationary status by the Union, are 18 years of age or older, have the basic skills to perform bargaining unit work, and are in good standing with the Union. A person ceases to be a Probationary Member when he becomes an apprentice or a journeyman, or when his probationary term expires or is terminated. At the expiration of the probationary period, said employee must either be given journeyman status by the Union, be accepted into the apprentice program, be given a second probationary period. Each probationary period shall be for six months and no person may have more than two probationary periods. The EMPLOYER shall terminate the employment of any probationary employee whose term of probation expires without becoming an apprentice or journeyman.

26 In addition to the above wages, the Employer shall pay the sum of Six Dollars and 65 cents (\$6.65) for each hour worked and double this amount for each hour of overtime worked and this shall be paid in half hour intervals. This is to be combined into (1) check with all other funds (except Tri-State Welfare), and made payable to Ironworkers Local Union #380 on or before the 15th day of the following month in which the hours were

worked and sent to Ironworkers Local Union #380, 1602 E. Butzow Drive, Urbana, IL 61802. The plan is to be administered according to the Trust Agreement as herinafter set out.

Insert Map

MAY 1, 2007 TO APRIL 30, 2008

APPRENTICE WAGE PERCENT	HOURLY RATE	RETIREMENT CONTRIBUTION	
65%	17.91	4.48	(STRT TIME)
	26.87	6.72	(TIME/HALF)
	35.82	8.96	(DBL TIME)
70%	19.29	4.82	(STRT TIME)
	28.94	7.24	(TIME/HALF)
	38.58	9.65	(DBL TIME)
75%	20.66	5.17	(STRT TIME)
	30.99	7.75	(TIME/HALF)
	41.32	10.33	(DBL TIME)
80%	22.04	5.51	(STRT TIME)
	33.06	8.27	(TIME/HALF)
	44.08	11.02	(DBL TIME)
85%	23.42	5.86	(STRT TIME)
	35.13	8.78	(TIME/HALF)
	46.84	11.71	(DBL TIME)
90%	24.80	6.20	(STRT TIME)
	37.20	9.20	(TIME/HALF)
	49.60	12.40	(DBL TIME)
95%	26.17	6.54	(STRT TIME)
	39.26	9.82	(TIME/HALF)
	52.34	13.09	(DLT TIME)

***The contractor will breakdown each individual Apprentice hours worked on the monthly contractor report by listing straight time hours, time and one-half and double time hours separately. This is to ensure that proper credit will be given to the retirement fund for each apprentice. ***

The Trust Agreement provided for the following:

- a The Trust shall be administered by two (2) Employer representatives, both to be appointed by CENTRAL ILLINOIS BUILDERS ASSOCIATION, and two representatives shall be appointed by the president of the Ironworkers Local Union #380.
- b The Trust Agreement shall provide that in case of a deadlock between representative and their failure to agree on an impartial umpire, the United States District Court of the district where the trust has its principal office shall appoint one.
- c The Trust Agreement shall provide for an annual audit for the trust fund, a statement of the results of which shall be available for inspection by interested persons at the principal office of the trust fund, and at such other places designated in this Agreement.

- d Two percent (2%) interest per month shall be paid for any money due under the Ironworkers Local Union #380 Retirement and Severance Fund that is not paid on or before the 15th day of the following month in which the work was performed. This money is to be credited to the account of the employee affected. Upon the appointment and execution of the Trust Agreement, the National City Bank of Urbana,, Illinois, shall be notified of the appointment of said trustees and said trustees shall assume control of funds previously deposited to the plan and all funds thereafter deposited.
- 27 In addition to the above wages, the Employer shall pay the sum of indicated in the wage addendum for Welfare Coverage per hour for each hour worked and this it to be paid in half hour intervals. This amount should be paid with a separate check and mailed to Tri-State Welfare, in care of OBA Midwest 1000 Burr Ridge Parkway, Suite 200 Burr Ridge, IL 60527, on or before the 15th day of the following month in which the hours were worked.
- 28 The Employer shall contribute fifty cents (50 cents) per hour for each hour worked for Ironworkers Local Union #380 Apprentice Fund and this is to be paid in half hour intervals. The Employer will deduct from the employees payroll, nine cents (9 cents) per hour for each hour worked for Ironworkers Local Union #380 Apprentice Fund and this is to be paid in half hour intervals. This is to be combined into one (1) check with all other funds (except Tri-State Welfare), and made payable to Ironworkers Local Union #380 on or before the 15th day of the following month in which the hours were worked and sent to Ironworkers Local Union #380, 1602 E. Butzow Drive, Urbana, IL 61802.
- 29 In addition to the per hour wage rate, the Employer shall contribute an additional one per cent (1%) of the existing wage rate to Ironworker Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt organization under Section 501(c)(5) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the Ironworker 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. The one per cent (1%) contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry, In addition, the Union and Employer agree that by making contributions to IMPACT each of them shall become bound to IMPACT'S Drug and Alcohol Screening Policy and Procedure or equivalent program and any amendments or modifications thereto. This is to combined into one (1) check with all other funds (except Tri-State Welfare), and made payable to Ironworkers Local Union #380 on or before the 15th day of the following month in which the hours were worked and sent to Ironworkers Local Union #380, 1602 E. Butzow Drive, Urbana, IL 61802.
- 30 The Employer shall deduct from said employee's wages, two cents (2 cents) per hour and shall match with two cents (2 cents) per hour for each hour worked in Champaign, County for TEAM (Labor-Management Fund) and this shall be paid in half hour intervals. This is to be paid into (1) one check with all other funds (except Tri-State Welfare), and made payable to Ironworkers Local Union #380 on or before the 15th day

of the following month in which the hours were worked and sent to Ironworkers Local Union #380, 1602 E. Butzow Drive, Urbana, IL, 61802.

- 31 The employer shall contribute the sum listed in the addendum per hour for each hour worked by the employee for CIBIAF (Central Illinois Builders Industry Advancement Foundation) and this shall be paid in half hour intervals. This is to be paid into (1) one check with all other funds(except Tri-State Welfare), and made payable to Ironworks Local Union #380 on or before the 15th day of the following month in which the hours were worked and sent to Ironworkers Local Union #380, 1602 E. Butzow Drive, Urbana, IL, 61802. It is mutually agreed that the Employers signatory to this Agreement shall pay into Industry Advancement Fund the sum denoted in the Addendum. Any Employer signatory to this agreement who fails to make the IAF contributions shall be subject to a penalty of ten percent (10%) of the previous month's non-payment. Additional penalties of ten percent (10%) shall be due every thirty days thereafter, until payment is made. A non-contributing contractor will also be subject to all reasonable legal collection fees relating to the non-payment of the IAF contribution. The CIB IAF contribution will be .14 cents.
- 32 Upon receipt of any employee's written authorization, the Employer shall deduct from said employee's wages, five percent (5%) of gross wages with an additional .25 cents per hour to be deducted for the defense fund. The combination of these two deductions shall be remitted as working assessments. This deduction shall be described as the Ironworkers Local Union #380 Working assessment. This is to be paid into (1) one check with all other funds (except Tri-State Welfare), and made payable to Ironworkers Local Union #380 on or before the 15th day of the following month in which the hours were worked and sent to Ironworkers Local Union #380, 1602 E. Butzow Drive, Urbana, IL, 61802.

Said written authorization may be revoked by the employee by written notice to the Employer and the Local Union, served by registered or certified mail. Said notice must be served during a ten (10) day period prior to the anniversary date or termination date of this Collective Bargaining Agreement, or whichever occurs sooner. In the absence of such revocation, the authorization shall continue on a yearly basis or until the expiration of the Collective Bargaining Agreement.

- 33 The Employer must, at all times, provide Worker's Compensation insurance and shall, upon request of the Business Agent of the Local Union, furnish a statement of this insurance company giving date of his Worker's Compensation Insurance. It is further agreed that the Employer, regardless of the number of employees, shall cover them under the Unemployment Insurance Act of the State of Illinois. Upon the request of the Business Agent of the Local Union, shall be required to furnish the local with an Unemployment Insurance Certificate. It is further agreed, upon the request of the Business Agent of the Local Union, a bond in the amount of thirty thousand dollars (\$30,000.00) will be posted with National City Bank of Urbana, Illinois, to guarantee payment of wages and fringe benefits due under the terms of this Agreement.

Signed International Agreement or membership in the undersigned Builders or Contractors Association will be accepted in lieu of this bond, unless bond is required by the Union.

STRIKES---LOCKOUTS

- 34 There shall be no strikes, other work stoppages or slowdowns or lockouts during the life of this Agreement until a final award has been given for any grievance in accordance with the Arbitration provisions contained herein.
- 35 The Union shall not sanction or encourage any of its employees:
- a To engage in any picketing establishing or furthering a secondary boycott or illegal strike;
 - b To refuse to cross a picket line set up supporting any illegal strikes or secondary boycott;
 - c It shall not be breach of contract for employees to refuse to cross legal picket line.

SAFETY UNDERSTANDING

- 36 The possession, sale, or use of alcohol or non-prescription drugs on Employer's property, the site of construction, or during working hours, regardless of the location, shall be grounds for termination. Any employee who reports for work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs, which cannot be legally dispensed without a prescription endorsed by a qualified physician for use by named employee in question.
- a The Union shall assist the Employer in providing safety training to employees covered under this Agreement. It is agreed that employees shall complete an OSHA 10-hour Construction Safety and Health Training Course, at a minimum, in order to comply with this provision. The Contractors Association will provide the instructors.

SAVINGS CLAUSE

- 37 Should any part of or any provision herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree or order of a court or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof: Provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to renegotiate an article or provision which will meet the objections to this invalidity, and which will be in accord with the intent and purpose of the article or provision in question. The remaining part or portions shall remain in full force and effect.

SUBCONTRACTING

- 38 The Employer agrees to recognize the territorial and occupational jurisdiction of the union to the extent that it shall not use on the job site for the performance of any work within that jurisdiction, which has been historically and continuously performed by employees within the unit covered by this Agreement, any Employer, company or concern that does not observe the equivalent of wages, fringe benefits, hours and economic conditions of employment, as enjoyed by the employees covered by this Agreement. This provision shall not apply to other designated subcontractors. Further, the Employer agrees to notify the union when he becomes aware of same.

GRIEVANCE PROCEDURES

- 39 Should any employee or the Employer covered by this Agreement believe that he has been unjustly dealt with or that any provisions of this Agreement have been or are being violated, such grievances shall be handled in the following manner:
- b The Employee or Employer shall immediately report such grievance to the steward or Business Agent, as the case may be, who shall go with him to the Superintendent or Employer's representative on the job site or Employer's office and endeavor to have the same adjusted.
 - c In the event such complaint or grievance cannot be satisfactorily settled in this manner, it shall then be submitted within twenty-four (24) hours to the Business Agent of the Union or the Union's representative and a representative of the Employer, who shall be selected by the Employer to act on such grievances.

ARBITRATION

- 40 In the event such complaint or grievance shall not have been satisfactorily settled, the matter shall then be submitted to an arbitration committee of three (3) for final decision.
- 41 The party desiring arbitration shall submit the matter to the standing arbitrator. The University of Illinois Institute of Labor and Industrial Relations shall provide the arbitrators. The arbitration hearing shall take place within the next 14 days. If the standing arbitrator can not serve, he shall appoint an arbitrator to take his place, unless the parties agree on extending the 14 day period. The arbitrator shall render his decision in writing without undue delay within five (5) days, or as expeditiously as possible if briefs are needed on the subject. The decision of the arbitrator shall be final and binding upon both parties.
- 42 The arbitrator's compensation shall be shared equally by the parties hereto.
- 43 It is distinctly understood that hours of labor, rates of pay and the use of the union label are not subject to arbitration during the life of this Agreement.
- 44 Any and all disputes, stoppages, suspension of work, and any and all claims, demands, or actions resulting there from or involved therein shall be settled and determined exclusively by the machinery provided for settlement of grievances, including final arbitration.

JURISDICTIONAL DISPUTES

- 45 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Employer's contractual relationship to any other Employer, contractor, or organization on the site.
- b In the event of any dispute involving craft jurisdiction, the Employer shall forthwith notify the appropriate representatives of the craft involved of the existence of such dispute, and convene a meeting with such representatives for the purpose of attempting to resolve such dispute among the affected parties.
 - c If a jurisdictional dispute cannot be resolved as provided in Section B, above, it shall be referred to the Employer and the appropriate International representative of the craft involved for resolution.

- d In the event of any dispute as to jurisdiction of work covered by the terms of this Agreement being claimed by unions other than those affiliated with the Building and Construction Trades Department, AFL-CIO, then such disputes shall be referred to the International Union, involved for determination by whatever the procedures they may adopt, and the work shall proceed as assigned by the individual Employer until such determination by the International Union in any given jurisdictional Employer involved.
- e There shall be no stoppage of work or slow down by employees, or lockout by the Employer, during the implementation of the above procedure for the settlement of jurisdictional disputes between crafts.

CORPORATE SIGNATORY AUTHORITY

- 46 For purpose of signing any documents, a signature must be secured from a duly authorized office of the corporation, company, partnership or other recognized legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the employer.

NOTICES

- 47 Notices hereunder shall be deemed to have been adequately given if served upon the person below at the address indicated.

NOTICES OF THE UNION SHALL BE ADDRESSED TO:
BUSINESS AGENT
IRONWORKERS LOCAL UNION #380
1602 E. BUTZOW DRIVE
URBANA, IL 61802

NOTICES TO THE CONTRACTOR SHALL BE ADDRESSED TO:
CENTRAL ILLINOIS BUILDERS OF AGC
DENNIS W. LARSON
P.O. BOX 2266
SPRINGFIELD, IL 62705

DURATION

- 48 This Agreement shall be effective as of May 1, 2007, and shall remain in full force and effective until April 30, 2010, and shall continue in force from year to year thereafter; except that upon written notice given by either party at least sixty (60) days but not more than ninety (90) day prior to May 1, of any desire to modify to terminate this Agreement.
- 49 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date thereof, and be approved and executed in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, approved, and ratified by the duly authorized officers of the respective parties of the day and year first above set forth.

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL,
AND REINFORCING IRONWORKERS, LOCAL UNION NO. 380**

ATTEST: Brian Diskin, Business Agent

ATTEST: Timothy O'Neill, President

CENTRAL ILLINOIS BUILDERS OF AGC

BY: DENNIS W. LARSON, EXECUTIVE VICE PRESIDENT

Having authority to sign on behalf of those firms who have
Assigned their bargaining rights to the Association.

Date: _____

Name of Employer: _____

Address: _____

Signed by: _____

Title of Office: _____

Company Phone No.: _____

Jobsite Phone No.: _____

Fax phone No.: _____

PARTICIPATING AGREEMENT

THIS AGREEMENT IS made by and between hereinafter called the “Employer” and Local Union No. 380, International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers, AFL-CIO, hereinafter called the “Union”.

1. The Employer agrees to adopt, abide by and be bound by all of the provisions of the Collective Bargaining Agreement heretofore entered into between Local Union No. 380, International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers, AFL-CIO, and Central Illinois Builders of AGC and any modification, extensions or renewals thereof, with the same force and effect as though the aforesaid Collective Bargaining Agreement was set forth here in full.
2. The Employer agrees to become a party to and be bound by all terms and provisions of:

The Agreement and Declaration of Trust dated April 1, 1970, and all amendments thereto to the Tri-State Welfare Plan.

The Agreement and Declaration and all amendments thereto of the Ironworkers Apprentice Training Program.

The Agreement and Declaration and all amendments thereto of the Ironworkers Local Union No. 380 Retirement and Severance Fund.

Agrees to make contributions to “IPAL”, Ironworkers Political Action League, as called for in the current agreement.

Agrees to make contributions to “IMPACT” as called for in the current Agreement.

Agrees to match the employees contribution to “TEAM”, for hours worked in Champaign County only, as called for in the current agreement.

Agrees to make contributions to “CIBIAF”, Central Illinois Builders Industry Advancement Foundation, as called for in the current agreement.

Agrees to make contributions to “Assessment Fund”, Ironworkers LU #380 Working Assessment, as called for in the current agreement.

Agrees to make contributions to “Defense Fund”, Ironworkers Local Union No. 380 Defense Fund, as called for in the current agreement.

With the same force and effect as though the Agreement and Declaration of Trust referred to above were set forth here at length and the Employer originally signed the said Agreement and Declaration of Trust; and the employees represented by Local Union No. 380 to the said plans as required by the Collective Bargaining Agreement and any modifications or amendments thereto, and the Agreements and Declarations of Trust of the aforesaid Agreements and Declarations of Trust and their successors to act for and on his behalf.

Date: _____

Name of Employer: _____

Address: _____

Signed by: _____

Title of Office: _____

Company Phone No.: _____

Jobsite Phone No. _____

Fax Phone No.: _____

Accepted on May 1, 2007

Ironworkers Local Union No. 380
1602 E. Butzow Drive
Urbana, IL 61802
Office phone: (217) 367-6014
Fax: (217) 367-6614

ATTEST: Brian Diskin, Business Agent

ATTEST: Timothy O'Neill, President
