

STATE OF ILLINOIS – DEPARTMENT OF LABOR  
160 N. LASALLE ST., STE. C-1300  
CHICAGO, ILLINOIS 60601

IN THE MATTER OF: )  
)  
INTERNATIONAL ASSOCIATION OF BRIDGE, )  
STRUCTURAL, ORNAMENTAL & REINFORCING ) STATE FILE NO. 2024-H-RP07-2343  
IRONWORKERS, LOCAL UNION NO. 380 )  
)  
OBJECTOR(S), )  
)  
)  
)  
)  
v. )  
)  
JANE R. FLANAGAN, DIRECTOR of the )  
ILLINOIS DEPARTMENT OF LABOR, and )  
THE ILLINOIS DEPARTMENT OF LABOR, )  
)  
RESPONDENTS. )  
)

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to **56 IAC 120.400**, a **telephonic** pre-hearing conference shall be convened on **July 31, 2023 at 10:00 a.m.** An Administrative Law Judge will initiate the conference call. Objector's attorney Michael McGuire will be phoned at **773-661-2361**. Respondent Attorney Nick Bedenk will be phoned at **708-723-6399**. Technology constraints require that a direct dial phone number be provided for the pre-hearing conference. If the number listed is not a direct dial number or you require additional phone lines to be added, you are to provide the phone numbers and/or the names and phone numbers of the additional participants to [DOL.hearings@illinois.gov](mailto:DOL.hearings@illinois.gov)
2. The pre-hearing conference shall be held to simplify the issues, determine necessity or desirability of amendment to documents for purposes of clarification, simplification, or limitation, determine stipulations, admission of fact and of contents and authenticity of the documents, limit the number of witnesses, determine propriety of the prior mutual exchange among the parties who have prepared testimony or exhibits, and decide other matters as may tend to expedite the disposition of the proceedings and to assure a just conclusion thereof.
3. Attorneys shall file appearances as soon as practicable.

DATE: July 20, 2023

By: /s/ John O'Meara

John O'Meara  
Administrative Law Judge  
IDOL  
160 N. LaSalle St. Ste. C-1300  
Chicago IL 60601  
V: 312-793-1805  
P: 312-793-5257  
[Dol.hearings@illinois.gov](mailto:Dol.hearings@illinois.gov)

STATE OF ILLINOIS            )  
  )  
  )  
COUNTY OF COOK            )

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I Karen Lewis, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Order in Case No. 2024-H-RP07-2343 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the order or on the Certificate of Service, having caused each envelope to be served by U.S. Mail with postage prepaid at 555 West Monroe, Chicago, Illinois, 60661, on the 21st day of July, 2023 prior to 4:30 p.m.

International Association of Bridge, Structural, Ornamental & Reinforcing Ironworkers  
Local Union No. 380  
Michael J. McGuire, Esq.  
Marco, McGuire & Arreola, LLC  
3447 North Lincoln Avenue  
Chicago, IL 60657  
773-661-2361  
mmcguire@mmlaw.com

**HAND DELIVERED:**

Nicholas Bedenk  
Associate General Counsel  
Illinois Department of Labor  
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Nicholas.Bedenk@Illinois.gov

Jane R. Flanagan  
Director of Labor  
Illinois Department of Labor  
160 N. LaSalle St., Ste. C-1300  
Chicago, IL 60601

/s/Karen Lewis  
Office Specialist Illinois Department of Labor

STATE OF ILLINOIS – DEPARTMENT OF LABOR  
160 N. LASALLE ST., STE. C-1300  
CHICAGO, ILLINOIS 60601

IN THE MATTER OF: )  
)  
INTERNATIONAL ASSOCIATION OF BRIDGE, )  
STRUCTURAL, ORNAMENTAL & REINFORCING ) STATE FILE NO. 2024-H-RP07-2343  
IRONWORKERS, LOCAL UNION NO. 380 )  
) DATE OF NOTICE: July 21, 2023  
OBJECTOR(S), )  
) CERT. MAIL/RETURN RECEIPT  
)  
) 9489 0090 0027 6515 9961 24  
)  
v. )  
)  
JANE R. FLANAGAN, DIRECTOR of the )  
ILLINOIS DEPARTMENT OF LABOR, and )  
THE ILLINOIS DEPARTMENT OF LABOR, )  
)  
RESPONDENTS. )  
)

**NOTICE OF TELEPHONIC HEARING**

**PLEASE TAKE NOTICE** that Jane R. Flanagan, Director of the Illinois Department of Labor, and the Illinois Department of Labor [hereinafter, "Respondents"] have received from International Association of Bridge, Structural, Ornamental & Reinforcing Ironworkers, Local Union No. 380, [hereinafter, "Objector(s)"] written objections to the prevailing wage determinations effective March 1, 2023, published by the Department on its website, and a request for hearing on those objections pursuant to Sections 4 and 9 of the Prevailing Wage Act [hereinafter, "PWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing on:

**DATE:** August 24, 2023  
**TIME:** 10:00 a.m.  
**OBJECTOR ATTORNEY PHONE #:** Michael J. McGuire 773-661-2361  
**RESPONDENT ATTORNEY PHONE #:** Nick Bedenk 708-723-6399

**ADMINISTRATIVE LAW JUDGE:**

**JOHN O'MEARA**  
**ADMINISTRATIVE LAW JUDGE**  
**ILLINOIS DEPARTMENT OF LABOR**  
**160 NORTH LASALLE STREET, SUITE C-1300**  
**CHICAGO, ILLINOIS 60601**

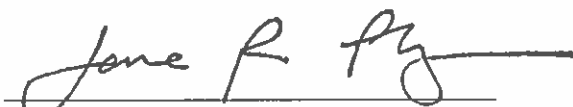
The hearing involves the written objections and hearing request filed by Objector(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the Administrative Law Judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the administrative law judge shall automatically become the decision and order of the Director of Labor.

This hearing will be conducted **BY TELEPHONE** with the ALJ contacting you on the date and time stated above. If the phone number listed is incorrect, contact the hearings section at [dol.hearings@illinois.gov](mailto:dol.hearings@illinois.gov) as soon as possible with the corrected direct dial phone number. If additional individuals are to be contacted, the party is to provide the name and direct dial phone number of the additional individual to be included during the hearing to [DOL.hearing@illinois.gov](mailto:DOL.hearing@illinois.gov) . If the phone number listed is not a direct dial phone number, please provide a **DIRECT DIAL NUMBER** to [dol.hearings@illinois.gov](mailto:dol.hearings@illinois.gov) as soon as possible. Technology constraints require you provide a **DIRECT DIAL PHONE NUMBER ONLY**. Also, technology constraints do not allow caller dial through or the ability to navigate automated operators. Non-direct dial numbers will result in the call not going through. For those with caller identification, this call will originate from various locations throughout the country, including but not limited to San Francisco. SOME CALLS PLACED BY THE DEPARTMENT ARE BLOCKED, IF YOUR PHONE HAS PRIVACY MANAGER OR ANONYMOUS CALL BLOCKER, THE CALL MAY NOT GO THROUGH. All calls placed by the Department are recorded.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.

A handwritten signature in black ink, appearing to read "Jane R. Flanagan", written over a horizontal line.

Jane R. Flanagan  
Director of Labor

STATE OF ILLINOIS            )  
  )  
COUNTY OF COOK            )

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I Karen Lewis, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Hearing upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Hearing and Attachments in Case No. 2024-H-RP07-2343 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the Notice of Hearing or on the Certificate of Service, having caused each envelope to be served by U.S. mail certified mail return receipt requested and regular mail with postage prepaid 555 West Monroe, Chicago, Illinois, 60661 on the day of July 21, 2023 prior to 4:30 p.m.

International Association of Bridge, Structural, Ornamental & Reinforcing Ironworkers  
Local Union No. 380  
Michael J. McGuire, Esq.  
Marco, McGuire & Arreola, LLC  
3447 North Lincoln Avenue  
Chicago, IL 60657  
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**HAND DELIVERED:**

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Associate General Counsel  
Illinois Department of Labor  
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Jane R. Flanagan  
Director of Labor  
Illinois Department of Labor  
160 N. LaSalle St., Ste. C-1300  
Chicago, IL 60601

/s/Karen Lewis  
Office Specialist Illinois Department of Labor

STATE OF ILLINOIS - DEPARTMENT OF LABOR  
160 N. LASALLE STREET, SUITE C -1300  
CHICAGO, IL 60601

IN THE MATTER OF:

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

Petitioner, )

State File No:

v. )

JANE FLANAGAN, DIRECTOR of the )  
ILLINOIS DEPARTMENT OF LABOR and the )  
ILLINOIS DEPARTMENT OF LABOR, )

Respondents. )

***WRITTEN OBJECTIONS AND REQUESTS FOR HEARING UNDER SECTIONS 4 AND 9***

Petitioner, the International Association of Bridge, Structural, Ornamental & Reinforcing Ironworkers Local Union No. 380, hereafter ("Local 380"), by and through its attorney, Michael J. McGuire of Marco, McGuire & Arreola, LLC, submits these written objections to the prevailing wage rates published by the Illinois Department of Labor ("Department") on July 15, 2023, and request a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act (820 ILCS 130/4, 9). Petitioner seeks to; 1) Establish a prevailing wage for Heavy / Highway and Utility; 2) clarify its geographical prevailing wage in the Eastern Region of Shelby and Southern Region of Iroquois Counties, and 3) establish a prevailing wage for a fence erector in Cumberland, Effingham, Eastern Region of Livingston and Eastern Region of Macon Counties, Illinois.

**Objection 1 – New Classification for Ironworker on Heavy / Highway and Utility Projects**

1) The Petitioner, Local 380, is a labor organization representing individuals performing ironwork in the geographic location of: Coles, Macon, Vermillion, Ford, Livingston, Piatt, Champaign, McLean, Douglas, Moultrie, Cumberland, Dewitt, Edgar, Iroquois, Effingham, and Shelby County Illinois. Its principal place of business is 1602 Butzow Drive, Urbana, IL, 61802.

2) The Associated General Contractors of Illinois (“AGC”) is a labor management organization that works with Local 380 signatory contractors on prevailing wage issues.

3) The Department has recognized and has ascertained the Prevailing Wage Rates for the Ironworkers Local 380 regarding building projects including new construction, renovations, and repairs under Section 4(a) of the act pursuant to a collective bargaining agreement between the Petitioner and the local employer association. The Petitioner is submitting these objections because the Petitioner has now entered into a collective bargaining agreement with the AGC concerning ironwork to be performed on heavy / highway and utility projects. As such, there is no prevailing wage for ironwork on heavy highway and utility projects in the relevant geographic jurisdiction.

4) Section 9 of the Illinois Prevailing Wage Act states: “If the prevailing rate of wages is based on a collective bargaining agreement, the explanation of classes on the prevailing wage schedule shall be consistent with the classification established under the collective bargaining agreement.” 820 ILCS 130/9.

5) The purpose of Petitioner’s Objection and Request is to make the explanation of classes on the prevailing wage schedule consistent with the classification established under the relevant collective bargaining agreements.

6) Petitioner, as stated, is now a party to the collective bargaining agreement between the Petitioner and the Associated General Contractors of Illinois that specifically covers highway, heavy and utility construction, which shall be construed to encompass all construction except for building construction in the counties of Coles, Macon, Vermillion, Ford, Livingston, Piatt, Champaign, McLean, Douglas, Moultrie, Cumberland, Dewitt, Edgar, Effingham, Iroquois, and Shelby Illinois. A true and correct copy of the Collective Bargaining Agreement between the Petitioner and the AGC is attached as Exhibit 1.

7) There is no current prevailing wage for an ironworker performing heavy / highway and utility work in the claimed geographic area.

8) The prevailing wage rates for an ironworker performing ironwork in the referenced geographic area should be based on the Collective Bargaining Agreement between the Petitioner and the AGC now in effect and "shall be consisted with the classifications established under the collective bargaining agreement." 820 ILCS 130/9.

9) The Collective Bargaining Agreement contains the following rates for an ironworker performing ironwork on heavy / highway and utility projects:

Base Wage: \$38.54  
Overtime M-F, Sat: 1.5x base rate  
Overtime Sunday: 2 x base rate  
Overtime Holiday: 2 x base rate  
Foreman: \$40.54  
General Foreman: \$41.04  
Health & Welfare: \$12.14  
Annuity: \$15.75 / \$31.50 per overtime hour  
Apprentice: \$1.11  
AGCI IAF: \$.20  
IMPACT: \$.36

10) Such prevailing wage for ironworkers classified under the heavy /highway and utility work shall cover the counties of Coles, Macon, Vermillion, Ford, Livingston, Piatt, Champaign,



McLean, Douglas, Moultrie, Cumberland, Dewitt, Edgar, Effingham, Iroquois, and Shelby Illinois.

11) The Petitioner submits that the new classification should be created for ironwork being performed on heavy / highway and utility projects and the Department should create the new prevailing wage classification consistent with the current Collective Bargaining Agreement between the Petitioner and the AGC. The new classification is necessary to avoid confusion on the prevailing wage rate for ironwork on heavy /highway and utility work.

12) Based upon these written objections, Petitioner respectfully requests that an investigatory hearing be ordered and held in accordance with the Section 4 and Section 9 of the Illinois Prevailing Wage Act, 820, ILCS §130/4, 9 to add the additional ironworker classification for heavy / highway and utility work.

**Objection 2 – Establish New Geographic Jurisdiction for Iron Worker in Shelby and Iroquois Counties.**

1) The Department has recognized and has ascertained the Prevailing Wage Rates for the Ironworkers Local 380 regarding building projects including new construction, renovations, and repairs under Section 4(a) of the act pursuant to a collective bargaining agreement between the Petitioner and the Central Illinois Builders Association. The Petitioner is submitting these objections because the geographic jurisdiction of the Ironworker prevailing wage is not clear for the counties of Shelby and Iroquois Illinois.

2) The Central Illinois Builders Association (“CIB”) is a labor management organization that works with Local 380 signatory contractors on prevailing wage issues.

3) Section 9 of the Illinois Prevailing Wage Act states: “If the prevailing rate of wages is based on a collective bargaining agreement, the explanation of classes on the prevailing wage

schedule shall be consistent with the classification established under the collective bargaining agreement.” 820 ILCS 130/9.

4) A true and correct copy of the collective bargaining agreement between Local 380 and CIB is attached as **Exhibit 2**. The geographic jurisdiction for prevailing wage purposes needs to be clarified as Local 380 and Ironworkers Local 46 and Local 444 share territory in Shelby and Iroquois counties and have different prevailing wages.

5) By agreement, Local 380 claims the south portion of Iroquois County with its border being: Starting at the southernmost point of the jurisdictional line on the Vermillion Co. /Iroquois Co. Line at the Indiana /Illinois State line go north on 3200 E. to 100 N. Then the line continues west on 100 N to 2600 E, turning north on 2600 E. to 300 N. Then it will turn South on 2300 E. to 300 N. The line then turns west on 300 N. to 2000 E, at 2000 E it will turn north to 500 N then continuing west on 500 N to 1600 E. The line turns north on 1600 E to 600 N, traveling west on 600 N to 1300 E. It then turns north on 1000 E to 800 N. At 800 N turn west to 600 E. It then moves north on 600 E to 800 N. Travelling west on 800 N to 300 E. At 300 E go north to 1000 N. Then the line travels west on 1000 N to the intersection of the Ford Co. / Iroquois Co. Line.

6) By agreement Local 380 claims the east portion of Shelby County with its border being: At the point where the Macon/ Shelby County line, Shelby County Road Number E 3000 North Rd intersects with N 1600 East Rd will be the farthest north point. The line then will travel south to E 2600 North Rd. At this point the line turns to the east until it reaches N 1700 East Rd. The line then goes south until 2100 North Rd. It will turn to the east to N 1900 East Rd. At that point it travels south, and turns into N 1880 East Rd and then N 1875 East Rd. Go west on E 1600 north Rd until 1870 East Rd. Going south from this point, the road will turn into N 1860 Rd

continue south to E 1550 North Rd. Going west this road curves south and becomes N 1850 East Rd. Continue going southeast until the road turns into Broadway St, then travel south to the intersection of W Main St also known as IL RT 16. Going east from this point to N 2220 East Rd. Then the line goes south to E 1100 North Rd. The line travels east to N 2300 East Rd then south to E 900 North Rd. Going east from this point to N. 2325 Rand Rd. Then going south to E 700 North Rd. At that point to east, the road will curve to the south turning into E 675 North Rd. Continue Southeast to N 2375 East Rd until it intersects E 600 North Rd. Travelling East to N 2500 East Rd. At this point travel south to E 300 North Rd. Then travel east to N 2600 East Rd. Travel south from that point to E 000 North Rd, the southern point on the Shelby Effingham County Line.

7) There is no current prevailing wage for an ironworker performing ironwork in the claimed geographic area or there is overlap with other ironworker local unions and the prevailing wage rate is currently indeterminable.

8) The prevailing wage rates for an ironworker performing ironwork in the referenced geographic area should be based on the Collective Bargaining Agreement between the Petitioner and Central Illinois Builders Association now in effect and "shall be consisted with the classifications established under the collective bargaining agreement." 820 ILCS 130/9.

9) The Collective Bargaining Agreement contains the following rates for an ironworker performing ironwork in the eastern region of Shelby and southern region of Iroquois Counties as described:

Base Wage: \$36.08  
Overtime M-F, Sat: 1.5x base rate  
Overtime Sunday: 2x base rate  
Overtime Holiday: 2x base rate  
Foreman: \$38.08  
General Foreman: \$38.58

Health & Welfare: \$12.14  
Annuity: \$15.75 / \$31.50 per overtime hour  
Apprentice: \$1.11  
CIB IAF: \$.21  
IMPACT: \$.36

10) Based upon these written objections, Petitioner respectfully requests that an investigatory hearing be ordered and held in accordance with the Section 4 and Section 9 of the Illinois Prevailing Wage Act, 820, ILCS §130/4, 9 to clarify the ironworker prevailing wage for portions of Shelby and Iroquois County, Illinois.

11) That such new classification shall be noted as the Eastern Region of Shelby County and the Southern Region of Iroquois County Illinois.

**Objection 3 – New Classification for Ironworker – Fence Erector for Cumberland, Effingham, Eastern Livingston and Eastern Macon Counties.**

1) The Department has recognized and has ascertained the Prevailing Wage Rates for the Ironworkers Local 380 regarding building projects including new construction, renovations, and repairs under Section 4(a) of the act pursuant to a collective bargaining agreement between the Petitioner and the Central Illinois Builders Association. The Petitioner is submitting these objections because there is not currently a prevailing wage for Ironworker – Fence Erector for Cumberland County, Effingham County, the eastern portion of Livingston County, and the eastern portion of Macon County Illinois.

2) Section 9 of the Illinois Prevailing Wage Act states: “If the prevailing rate of wages is based on a collective bargaining agreement, the explanation of classes on the prevailing wage schedule shall be consistent with the classification established under the collective bargaining agreement.” 820 ILCS 130/9.

3) The purpose of Petitioner's Objection and Request is to make the explanation of classes on the prevailing wage schedule consistent with the classification established under the relevant collective bargaining agreements.

4) There is no current prevailing wage for an ironworker performing Fence Erector in the claimed geographic area.

8) The prevailing wage rates for an ironworker performing ironwork Fence Erector in the referenced geographic area should be based on the Collective Bargaining Agreement between the Petitioner and the Central Illinois Builders Association now in effect and "shall be consisted with the classifications established under the collective bargaining agreement." 820 ILCS 130/9.

9) The Collective Bargaining Agreement, **Exhibit 2**, contains the following rates for an ironworker - Fence Erector:

Base Wage: \$36.08  
Overtime M-F, Sat: 1.5x base rate  
Overtime Sunday: 2x base rate  
Overtime Holiday: 2x base rate  
Foreman: \$38.08  
General Foreman: \$38.58  
Health & Welfare: \$12.14  
Annuity: \$15.75 / \$31.50 per overtime hour  
Apprentice: \$1.11  
CIB IAF: \$.21  
IMPACT: \$.36

10) Such prevailing wage for ironworkers classified under Fence Erector work shall cover the counties of Cumberland, Effingham, the eastern region of Livingston, and the eastern region of Macon County, Illinois

11) The Petitioner submits that the new classification should be created for ironwork Fence Erector classification and the Department should create the new prevailing wage

classification consistent with the current Collective Bargaining Agreement between the Petitioner and the Central Illinois Builders Association.

12) Based upon these written objections, Petitioner respectfully requests that an investigatory hearing be ordered and held in accordance with the Section 4 and Section 9 of the Illinois Prevailing Wage Act, 820, ILCS §130/4, 9 to add the additional ironworker Fence Erector classification for the geographic jurisdiction described.

13) Such classification shall reference all of Cumberland County, all of Effingham County, Eastern Region of Livingston County and the Eastern Region of Macon County.

WHEREFORE, Petitioners move the Department to set the prevailing wage rates in the described geographical as outlined in its Objections and Request for a Hearing.

Respectfully Submitted,

By: /s/ Michael J. McGuire  
Michael J. McGuire

Michael J. McGuire  
Attorney for Petitioner  
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3447 N. Lincoln Ave.  
Chicago, IL 60657  
(773) 661-2361  
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STATE OF ILLINOIS    )  
  )  
COUNTY OF COOK     )

**CERTIFICATE OF SERVICE**

I, Michael J. McGuire an attorney, under penalties of perjury, including pursuant to Section 1-109 of the Code of Civil Procedure, affirm and certify that I served the attached written objections to the prevailing wage rates published by the Illinois Department of Labor (“Department”) on July 15, 2023, and request a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act (820 ILCS 130/4) upon all parties to this case, or their agents appointed to received service of process, to each party’s agent at the respective address shown, having caused each envelope to be served by U.S. Mail with postage prepaid at 3447 N. Lincoln Ave., Chicago, IL 60657, on the 18<sup>th</sup> day of July, 2023.

Ms. Jane R. Flanagan  
Director of Labor  
Illinois Department of Labor  
160 N. LaSalle St., Suite C-1300  
Chicago, IL 60601

Mr. Ronald Ward  
Illinois Department of Labor  
700 E. Norris Drive  
Ottawa, IL 61350

By: /s/ Michael J. McGuire  
Michael J. McGuire

Michael J. McGuire  
Attorney for Petitioner  
Marco, McGuire & Arreola, LLC  
3447 N. Lincoln Ave.  
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(773) 661-2361  
[mmcguire@inma.law](mailto:mmcguire@inma.law)

**AGREEMENT BETWEEN**  
**THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS**  
**AND**  
**LOCAL UNION 380 OF THE INTERNATIONAL ASSOCIATION OF**  
**BRIDGE, STRUCTURAL, ORNAMENTAL IRON WORKERS,**  
**MACHINERY MOVERS AND RIGGERS**  
**COVERING**  
**HEAVY/HIGHWAY AND UTILITY WORK**  
**in the following Counties**

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.

Interactive map link, <http://inaps.iwintl.org/>

**EFFECTIVE: June 1, 2023**

**EXPIRES: April 30, 2027**



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**AGREEMENT NEGOTIATED BY AND BETWEEN  
AGC OF ILLINOIS  
AND  
IRON WORKERS LOCAL 380**

**PREAMBLE**

This Agreement made and entered into as of June 1, 2023 by and between the Associated General Contractors of Illinois (hereinafter referred to as ASSOCIATION) as negotiating agent on behalf of contractors who have so authorized and other signatory employers (hereinafter referred to as EMPLOYER) and Local Union 380 of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers, Machinery Movers and Riggers (hereinafter referred to as UNION).

**ARTICLE 1  
RECOGNITION**

The ASSOCIATION and EMPLOYER agree to recognize the UNION as the sole collective bargaining representative with respect to hours, wages and other conditions of employment in a unit consisting of construction Ironworkers who are employed by the EMPLOYER on its work located in Illinois, and counties in Illinois as specified in ARTICLE 2, Section 1.

**ARTICLE 2  
AGREEMENT**

**Section 1. Territorial Jurisdiction.** The parties to this Agreement have agreed to attach a map to this Collective Bargaining Agreement. This map, in broad terms, nearly defines the territorial jurisdiction of the UNION, however, on projects near the Local 380 boundary for clarity the basic jurisdiction of the UNION, shall extend halfway to the nearest outside Local Union of the International Association of Bridge, Structural and Ornamental, Ironworkers.

The counties in Illinois within the territorial jurisdiction of the UNION are as follows:

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.

**Section 2. Scope of Work.** This Agreement covers highway, heavy and utility construction, which shall be construed to encompass all construction except for building construction. For purposes of this Article building construction shall mean the construction of building structures including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort, or convenience.

**Section 3. Other Agreements.** It is understood and agreed that if the UNION enters into an agreement with any employer or association of employers which encompasses in whole or in part work or geographical territory covered by this Agreement which in the opinion of the ASSOCIATION contains more favorable terms, such terms shall automatically be incorporated herein. This Agreement shall prevail over all other agreements insofar as work and territory covered herein for EMPLOYERS referenced in the PREAMBLE hereto.

### **ARTICLE 3 UNION SECURITY**

**Section 1.** All employees covered by this Agreement shall after the seventh day after employment, or after seven (7) days after the effective date of this Agreement, whichever is latest, become and remain members of the UNION in good standing as authorized in Section 8(a)(3) and 8(F) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959.

**Section 2.** The EMPLOYER will terminate the employment of any employee covered by this Agreement upon written demand of the UNION, in the event such employee shall fail to comply with Section 1 of this Article, provided that membership in the UNION was available to the employee on the same terms and conditions applicable to other members, and that membership was not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Such employee shall not be re-employed by the EMPLOYER until notified by the UNION that the employee has paid any such initiation fee or dues then delinquent or unless such employee presents a work clearance from the UNION to the EMPLOYER.

The EMPLOYER shall not be required to discharge any employee for non-compliance with this Article until such time as such employee is replaced by a qualified employee., and if the UNION requests the discharge of any employee for non-compliance of the foregoing, the UNION agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the UNION.

The UNION will include in its written demand the details of how the employee has failed to meet the necessary membership requirements.

#### **ARTICLE 4 SUBCONTRACTORS**

**Section 1.** EMPLOYER shall not subcontract out on-site construction work within the occupational jurisdiction of the UNION to employers or persons who do not observe an economic package, which is at least equivalent to the wages and fringe benefits enjoyed by employees covered by this Agreement.

**Section 2. Pre-Job.** With respect to work covered by Section 1 above, at the request of the UNION the Employer agrees to notify the UNION of the name(s) of all subcontractors at least forty-eight (48) hours prior to each subcontractor commencing work on the job site.

#### **ARTICLE 5 FOREMAN**

**Section 1.** Where three (3) or more employees are employed on one job, one shall be selected by the EMPLOYER to act as foreman and receive foreman's wages, and the foreman or designated contractor's representative are the only persons who shall issue instructions to the iron workers.

**Section 2.** The EMPLOYER may employ on one piece of work, as many foremen or pushers as in his judgment is necessary for the safe, expeditious and economical handling of the same.

**Section 3.** When two (2) or more foremen are employed on one job by one EMPLOYER, one of the foremen shall be selected by the EMPLOYER to act as General Foreman and receive General Foreman's wages. A General Foreman if directed by the EMPLOYER, may supervise more than one job in a general geographic area.

**Section 4.** All regular foremen shall receive their orders from the General Ironworkers Foreman or the Contractor's representative on the job. When a foreman has six (6) or more men, he will be restricted to the directing and laying out of work for employees directly under his supervision. No more than ten (10) men will be required to work under one foreman.

**Section 5.** A foreman working a shift will only be allowed to work one (1) shift unless complete shift doubles over.

**Section 6.** When one (1) employee is employed and is required to read blueprints, he or she shall receive not less than Foreman's wages.

**ARTICLE 6  
ESSENTIAL EMPLOYEES**

An EMPLOYER may use any Iron Worker to perform foreman work in the territorial jurisdiction of Local 380.

**ARTICLE 7  
WAGE RATES**

The total wage package to be paid shall be that rate as set forth in ADDENDUM A. The journeyman rate in ADDENDUM A applies to the following classifications: Structural, Ornamental, Reinforcing, Machinery Erector, Welder, Fence Erector, and Sheeter.

When an Employer requests or requires employees with HAZMAT Certification, then employees with such certification shall receive a wage premium of \$.75 above the Journeyman rate per hour worked.

Foreman – Not less than \$2.00 per hour above Journeyman Scale.

General Foreman – Not less than \$.50 above regular Foreman Scale

Effective May 1, 2024 + \$2.55 per hour to be distributed between wages and fringe benefits in accordance with ADDENDUM A of this Agreement.

Effective May 1, 2025+ \$2.64 per hour to be distributed between wages and fringe benefits in accordance with ADDENDUM A of this Agreement.

Effective May 1, 2026 + \$2.74 per hour to be distributed between wages and fringe benefits in accordance with ADDENDUM A of this Agreement.

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

**JUNE 1, 2023 TO April 30, 2024**

JOURNEYWORKER.....	\$38.54
FOREMAN (at least \$2.00 over base wage rate) .....	\$40.54
GENERAL FOREMAN (Not less than \$.50 above regular Foreman) ....	\$41.04

**May 1, 2024 TO APRIL 30, 2025**

\$2.55 Increase to be distributed by the Union.

**May 1, 2025 TO APRIL 30, 2026**

\$2.64 Increase to be distributed by the Union.

**May 1, 2026 TO APRIL 30, 2027**

\$2.74 Increase to be distributed by the Union.

- a) No premium will be paid to any employee for any reason whatsoever, except for overtime.
- b) Jobs that require the use of certified personnel, in any Class shall be compensated at the rate of \$1.00 per hour above the current Journeyworker wage rate. This shall include "Certified Nuclear" work.

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

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

#### **PROBATIONARY MEMBERS**

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 or she becomes an apprentice or a journey worker, or when the probationary term expires or is terminated. At the expiration of the probationary period, said employee must either be given journey worker 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 journey worker.

#### **ARTICLE 8 EMPLOYER CONTRIBUTIONS**

**Section 1. Annuity** - In addition to the above wages, the Employer shall pay the sum as provided per the current wage addendum 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 hereinafter set out.

\*\*\* 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 per the current wage addendum. This is to ensure that proper credit will be given to the retirement fund for each apprentice. \*\*\*

**Section 2. The Trust Agreement provided for the following:**

- a) The Trust shall be administered by two (2) Employer representatives, both to be appointed by Associated General Contractors of Illinois, 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 PNC 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.

**Section 3. Health and Welfare** - In addition to the above wages, the Employer shall pay the sum as provided per the current 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 c/o Group Administrators, LTD. 915 National Parkway, Suite F Schaumburg, IL 60173. All contributions are due on or before the 15th day of the following month in which the hours were worked.

**Section 4. Apprentice Fund-** The Employer shall contribute the sum as provided per the current wage addendum 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.

**Section 5. IMPACT** - In addition to the per hour wage rate, the Employer shall contribute an additional 5/8 of one percent (1%) of the existing journeyman 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 5/8 of one percent (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. In addition to the per hour wage rate, the Employer shall contribute an additional 3/8 of 1% of the existing journey worker wage rate to the International Ironworkers Organizing Fund. 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.

**Section 6. AGCI Industry Advancement Fund Contributions** - The employer shall contribute the sum listed in the wage addendum per hour for each hour worked by the employee for AGCI IAF (Associated General Contractors of Illinois Industry Advancement 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. It is mutually agreed that the Employers signatory to this Agreement shall pay into the Industry Advancement Fund the sum denoted in the wage 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 Association reserves the right to increase the contribution during the terms of this agreement.



**ARTICLE 9  
EMPLOYEE DEDUCTIONS**

**Section 1. IPAL** - The Employer shall deduct from the employee's check the amount provided in the current wage addendum 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.

**Section 2. Working Assessments** - Upon receipt of any employee's written authorization, the Employer shall deduct from said employee's wages:

- a) Working Assessment – Deduct Five percent (5%) of gross wages.
- b) Defense Fund - Deduct twenty-five cents (\$0.25) per hour.
- c) Building Fund - Deduct the amount per hour as listed on the current wage addendum.
- d) The combination of these three (3) 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.

**Section 3. Apprenticeship** -The Employer will deduct from the employee's 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.

**Section 4.** 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.