COLLECTIVE BARGAINING AGREEMENT

between

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS LOCAL UNION No. 387
ATLANTA, GEORGIA

and

ASSOCIATION OF STEEL ERECTORS AND HEAVY EQUIPMENT OPERATORS, INC.
ATLANTA, GEORGIA

and

VARIOUS INDEPENDENT CONTRACTORS EMPLOYING IRON WORKERS IN THE TERRITORY COVERED BY THIS AGREEMENT

2015 - 2018

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AGREEMENT
between
ASSOCIATION OF STEEL ERECTORS
AND HEAVY EQUIPMENT OPERATORS, INC.
ATLANTA, GEORGIA

And

IRONWORKERS LOCAL UNION NO. 387
ATLANTA, GEORGIA

This Agreement is made and extended this **August 1st, 2015 and expires midnight July 31st, 2018** and between the Association of Steel Erectors and Heavy Equipment Operators, Inc., Atlanta, Georgia, hereinafter referred to as the "Employer" and Ironworkers, Local Union No. 387 of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers (affiliated with the AFL-CIO) hereinafter referred to as the "Union."

PURPOSE

This Agreement is entered into by collective bargaining to prevent strikes and lockouts, and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and to prevent waste, unnecessary and avoidable delays, and expense, and so far as possible, to provide an Ironworker continuous employment, such employment to be in accordance with the conditions herein set forth and at wages agreed upon; also, that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and conditions, and further, the establishment of the necessary procedures by which these ends may be accomplished.

ARTICLE 1
MANAGEMENT'S FUNCTIONS
AND PEROGATIVES

The Union and the Employees recognize that the Employer has the exclusive right to manage and direct its business. Accordingly, the Employer specifically, but not by way of limitation, reserves the exclusive right to manage and direct its business. Accordingly, the Employer specifically, but not by way of limitation, reserves the exclusive right to hire the Employees from the Union subject to the guidelines as in the Referral Clause of this Agreement; discharge the Employees at the sole discretion of the Employer, promote and/or demote the Employees (provided a Union certified Journeyman may not be demoted to the status of Apprentice), transfer Employees from location to location from time to time, lay off and rehire Employees pursuant to the Referral Clause in this Agreement; determine the starting and quitting time and the number of hours and shifts to be worked subject to the guidelines of this Agreement; maintain the efficiency of Employees by communications through

supervisory personnel; merge, consolidate, sell, expand, close down the Employer's business or any part thereof, or expand, reduce, alter, combine, assign or cease any job; control the use of machinery equipment and other property of the Employer; determine the number, location and operation of plants, divisions and departments thereof, the product to be fabricated, handled, erected and installed; the schedules of production, the assignment of work to the Employees and the size and composition of the work force of the Employees subject to this Agreement; make or change company policies and practices, introduce new or improved production, maintenance services and distribution; manage the Employer's business, jobs, job sites; direct work force through the Employer's selected Foreman. If the Employer fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the Employer's right to exercise the same. No item in this paragraph shall conflict with any other section of this Agreement.

ARTICLE 1 – A
SUBCONTRACTORS

On-Site Work:

A. With respect to on-site work covered by the Agreement, i.e. work done or to be done at the site of the construction, alteration, or repair of a building, structure or other work:

1. The terms and conditions of this Agreement insofar as it affects the Contractor shall apply equally to any Subcontractor under control of, or working under contract with such Contractor or any on-site work covered by this Agreement, and said Subcontractor with respect to such on-site work shall be considered the same as a Contractor covered hereby.

2. If a Contractor shall subcontract on-site work as herein defined and covered by this Agreement, provision shall be made in such subcontract for the observance by said Subcontractor of the terms of this Agreement as to such work including the payment of wages and the remittance of Fringe Benefit contributions to the appropriate Trust Funds as specified herein. The Subcontractor shall execute a Participation Agreement to remit contributions to the Trust Funds for work performed on the project covered by this Agreement.

B. It is distinctly understood and agreed that this Agreement does not cover any other jobs or projects of the Subcontractor and terminates contemporaneously with the termination of such subcontract with the Contractors.

C. The foregoing shall not apply to the local production of material by any commercial supplier of such materials who has been and is engaged in the business of supplying such materials to the public generally from any designated site or sites other than on the project or projects of the Contractor.

ARTICLE 1-B

Definition of Subcontractor:

A Subcontractor is defined as any person other than an Employee covered by this Agreement, firm, or corporation who or which agrees orally or in writing to perform, or who or which in fact performs for or on behalf of a Contractor, any part or portion of the work covered by this Agreement.

ARTICLE 1-C

It is distinctly understood and agreed between the Contractor and the Union that this Article has no application to any person or entity on any job or project or in the performance of any work by the person or entity when the person or entity is not a Subcontractor as defined above.

ARTICLE 1-D

If due to government imposed conditions, the Contractor is required to sublet certain portions of a project, provisions shall be made in such subcontract for the hourly payment of fringes into the appropriate Trust Funds as specified herein.

ARTICLE 2
SETTLEMENT OF DISPUTES

A. Any dispute as to the proper interpretation of this agreement shall be handled in the first instance by a representative of the Union and the Employer, and if they fail to reach a settlement then it will be referred to a Joint Grievance Board which shall be appointed by the Association and the Union, same to consist of six (6) men, three (3) of which are to be selected by the Association and three (3) by the Union. The Association and the Union, respectively, shall appoint at least two alternate representatives, each of whom may serve in place of a regular representative of such Association or of the Union, as the case may be, in case such regular representative shall be unable to act with respect to any grievance which shall be submitted to the Joint Grievance Board.

B. The Joint Grievance shall appoint a secretary and shall meet upon written notice from the secretary or any member of said Board within ninety-six (96) hours after

receipt of such notice of requested meeting, to consider and decide all grievances relative to conditions of employment existing between the Association or other Employers signatory to this agreement and the Union and to the Interpretation of this agreement. Such grievance questions submitted to said Board, either by the Union, the Association, or the Joint Funds shall be submitted in writing, and shall be decided within ninety-six (96) hours by a majority vote of the full Board consisting of six (6) members.

C. Any grievances between the Association or Employer and the Union, that have not satisfactorily settled in accordance with the provisions of the preceding section of this agreement, shall be submitted to arbitration by an impartial arbitrator to be selected by mutual agreement of the parties. In the event the parties are unable, within five (5) days after such request, to agree upon an arbitrator, the Director of the Federal Mediation and Conciliation Service shall be requested to select an impartial arbitrator, and the selection so made shall be equally effective as if the selection had been made directly by the parties. The procedure to be followed in submitting the difference or dispute to the arbitrator shall, unless agreed upon by the parties within three (3) days after the selection of the arbitrator, be determined by the arbitrator himself and the decision of the arbitrator shall be final and binding upon the parties and judgment thereon may be entered in any Court having jurisdiction. The compensation and necessary expenses of the arbitrator shall be borne equally by the arbitrating Employer and the Union.

D. The foregoing provisions for arbitration are not intended and shall not be construed as in any way qualifying, or making subject to change, any term or condition of employment specifically covered by this agreement, nor shall it apply to any dispute as to the terms or provisions to be incorporated in any proposed new agreement between the parties.

E. Nothing in this agreement to the contrary, it is agreed that in the event any Employer shall be delinquent at the end of period, in the payment of his contribution to the Joint Funds, in accordance with the rules and regulations of the Trustees of such funds, the Employees or their representatives after the proper official of the Local Union shall have given twenty-four (24) hours' notice to the Employer of such delinquency in said Fringe Benefit Funds shall have the right to take such action as they deem that in the event such action , the Employer shall be responsible to all affected Employees for any losses resulting there from. The Trustees of the respective Trust Fund shall have the right to take such legal action against the delinquent Employer as in their discretion may be advisable or necessary to make collection thereof for the particular Trust Fund.

F. Wage and overtime claims will be considered only for the thirty (30) day period prior to the filing of a grievance by the Employee.

G. A member shall file a grievance with the Joint Grievance Board only after all resources have been exhausted for matters pertaining to the collective bargaining agreement with in this agreement.

ARTICLE 3
STRIKES AND LOCKOUTS

A. It is hereby agreed by the Union and the Employer that the Union will not resort to strikes (which include stoppages or slow-downs of work) during the life of this Agreement. Accordingly, neither the Union or the Employees will instigate, promote, sponsor, engage in, honor, support or condone any strike, sympathy strike, slowdown, picketing, concerted work stoppage or any intentional interruption of production during the life of this Agreement by reason of any dispute or difference of opinion between the parties hereto, save and except the failure of either party to abide by the terms of this Agreement as adjudicated by a competent State or Federal Court of final judgement after the exhaustion of all efforts to resolve the issues through arbitration procedures in Article 2 – Settlement of Disputes.

B. Any Employee or Employees engaging in the above-prohibited activities shall be subject to disciplinary action and/or discharge.

C. In the event a grievance is filed by the Employer alleging breach of the above terms by Employees, the sole question for arbitration shall be whether the Employees are engaged in prohibited activities under this Article.

D. The Employer agrees that there shall be no lockouts for the duration of this agreement.

ARTICLE 4
REFERRAL CLAUSE

A. The Union shall maintain a central Hiring Hall for the orderly referral of applicants for employment. The Union shall exercise total control over the Hiring Hall and shall be solely responsible for its institutional structure and its operation. The Employers shall be held harmless in any issues arising from operation of the Hiring Hall, including but not limited to acts of discrimination, breach of law, liability and negligence.

B. Employer agrees that Local Union 387 will be the sole provider of its employees, as provided through the referral system. The Union agrees to furnish duly qualified applicants on a non-discriminatory basis and shall do so in accordance with the minority requirements of the various federal, state and municipal agencies having duly constituted authority. Inability to comply with these minority requirements shall not constitute a breach of this Agreement on the part of the Union. Upon request of the Employer, the Union shall furnish applicants in such numbers and classifications of work skills as required by the Employer in the manner and under the conditions specified in this Agreement. The Employer shall be sole judge as to the qualifications of any applicant for employment.

C. If within forty-eight (48) hours following the request of the Employer for the job applicants, the Union is unable to furnish, or withhold for any reason requested job applicants, the Employer may hire from any source. In this event, however, the Employer shall promptly notify the Union of persons so employed, giving names, social security numbers, job classifications and probable length of employment.

D. The Union and Employers mutually agree that they will not discriminate against anyone because of race, color, creed, age, sex, national origin and union membership in referrals and hiring and do further agree that they will comply with all federal, state, and municipal laws and regulations regarding equal opportunity employment. Wherever reference is made to gender in this agreement, the same shall be interpreted and construed as including both male and female.

E. The Union shall maintain an "Out of Work / Available for Work List" which shall list applicants within each Group in Chronological order of the dates they register their availability for employment and qualifications. Applicants must "sign in" in person at the Union Hall.

Defined Groups:

1. **Group A** – Local Journeyman Iron Workers
2. **Group B** – Journeyman Iron Worker out of town Book Man
3. **Group C** – Organized Iron Worker
4. **Group D** – Apprentice Iron Worker
5. **Group E** – Non Upgraded Journeyman (effective 8/1/13)

F. Any individual out of work desiring employment shall register at the Local Union Hiring Hall by appearing personally and shall indicate his name, address, telephone number, social security number, classification of the type of work desired, the date of such registration, and other pertinent information if required. It will be the member's responsibility to furnish the Union Hall with an accurate phone number. An applicant who has registered on the "Out of Work / Available for Work List" must renew his application annually or applicant will forfeit job, lose date on the book, and be moved to the bottom of List. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

G. Employers shall advise the Business Manager of Local 387 of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group A in the order of their place on the "Out of Work / Available for Work List" and then referring applicants in the same manner successively from the "Available for Work List" Group B, and then Group C. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place in the Group. The Employer can request by name any

member of Local #387 (at the 2 to 1 ratio), providing that he or she is not working at the time the request is made and he or she is on the "Group A – Out of Work / Available for Work List". This request will be made in a two-for-one job per job basis. The first two men may be a request from the Employer and the next call from the "Out-of-Work" list. The two-for-one referral system will be monitored at the Union Hall on a job-by-job basis. Unless requests are made as specified above, the "Out of Work / Available for Work List" shall be the basis used to refer Ironworkers to various Employers. The Employer may request all supervisory personnel by name and the Employer may request the Business Manager's recommendation for a qualified Journeyman and Foreman. Employer will have the ability to request any member that has worked for them over 48 hours within the last six months by name if their name is on the Out of work list / Available work list. This is an addition to the two for one referral system. Under all circumstances no applicant shall be issued a referral without a paid up dues receipt (within 30 days) of current month that referral is for.

H. The only exception which shall be allowed in this order of referrals is as follows: When the Employer provides a written request for bona fide requirements for special skills and abilities in his/her request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

I. All requests by name must be confirmed in writing and conveyed to the Hiring Hall by the Employer within forty-eight (48) hours by a representative of the Employer. If confirmation is not received within forty-eight (48) hours of the request, the Employer will lose the privilege of requesting by name until confirmation is received.

J. Anyone requested by the Employer may report to the job site at work time. It will not be necessary for such worker to be at the Hiring Hall. Such worker, before going to work, shall call the Hiring Hall giving the date he is on the "Out of Work / Available for Work List" and his social security number. The referral will either be faxed or sent to the Employer or Job Steward by the Hiring Hall. Once referred to Contractor no employee shall start work without employee signature on referral.

K. There will be one dispatch call made at the Union Hall each day (Saturdays, Sundays and recognized holidays excluded), and that will be made at 8:00 A.M. In the event there are jobs called in after dispatch call, workmen may be dispatched by calling the individuals by phone who report to the Hiring Hall and who sign the daily sign-in sheet for that particular day, by giving their date on the "Out of Work / Available for Work List" starting with the oldest days first until someone is reached by phone to fill such jobs. In the event there are emergency cases or any other unforeseen circumstances, workmen can be dispatched other than at

dispatching hours by following the same procedure as outlined above. At the time of an emergency the Contractor must notify the Union hall in writing explaining what and where the emergency is and how many workers are needed, how many hours are to be worked.

L. In the event that an employee is laid off or fired in the course of his or her employment and the employer does not want the employee referred to the Company again, a letter will be sent to the Union Hall immediately following discharge stating that the employee is not for rehire, and for the reason why. This letter will be made a part of the employee's file and for future jobs the employee will not be referred to that company. An individual shall be eliminated or retained on the "Out of Work / Available for Work List" for any of the following reasons:

1. Any individual who is dispatched to a job and :
    a. fails to report to work promptly, or
    b. fails to notify the Hiring Hall within three (3) hours in the event of an emergency which prevents the individual from reporting to the job site, or
    c. reports to the job in an intoxicated condition, or
    d. is fired from the job for any reason, or
    e. quits, or
    f. refuses to take a drug test for employment, will lose his/her date and placed on the "Out of Work / Available for Work List".
    g. Is caught using cell phone on the job during un-authorized time.

2. Any individual who is dispatched to the job and who is rejected by the Employer, or who receives no more than forty (40) hours pay, shall retain his position on the "Out of Work / Available for Work List .
3. No individual of Local 387 shall work for two employers at the same time: i.e. work for an employer Monday through Friday then Saturday and Sunday for a different employer unless all members of Local 387 are employed. When emergency or overtime work is available it must be offered to out of work employee by proper job call procedure first.
4. Any employee of Local 387 who works at another Trade or craft or in another Local Union's Jurisdiction shall not keep his name on the "Out of Work / Available for Work List". That individual can re-sign the "Out of Work / Available for Work List" upon returning to the jurisdiction of Local 387.
5. Any employee who refuses or fails a drug test as a condition of employment will be placed at the bottom of the "Out of Work /

Available for Work List" when returning to the Union Hall for Employment.

M. An appeals committee is hereby established composed of one member appointed by the Union, one member appointed by the Association of Steel Erectors and Heavy Equipment Operators, Inc., and a Member appointed by these members. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Union of the above sections of this Agreement. A representative of the Association, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during the normal business hours. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of Local 387 and in the offices of the Employers who are parties to this agreement. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the Employer and the Union. They will follow the same referral procedure as outlined herein.

N. An applicant who is discharged for cause two (2) times within a 12 month (1 year) period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion:

1. Require the applicant to obtain further training from the JATC before being eligible for referral; and/or
2. Disqualify the applicant for referral for a period of four (4) weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; and/or
3. Refer the applicant to an employee assistance program, if available, for evaluation and recommended action; and/or
4. Restore the applicant to his/her appropriate place on the referrals list.

O. In the event any job applicant is dissatisfied with his/her group classification or his/her order of referral in that group set forth by the Joint Apprenticeship Committee or Local Union Examining Committee, he/she may request another evaluation, by the Committee at the next regular meeting of such Committee. Apprentices will be enrolled through the Training Coordinator based on experience, skill and ability and referred to the Hiring Hall as needed.

P. Company-wide ratio of employment:

1. Other Work: two (2) Ironworker Journeyman or Foreman to one (1) Apprentice. The ratios above apply to all workmen in the trade below the classification Journeyman, i.e. Apprentice.

Companywide ratio of Ironworkers below Journeyman classification shall not exceed 33%.

Q. Iron Worker Classifications.

1. Classification of Ironworkers shall be as follows:
    a. General Foreman
    b. Foreman
    c. Journeyman
    d. Organized
    e. Apprentice
    f. Non Upgraded Journeyman

ARTICLE 5
CRAFT JURISDICTION

A. POWER RIGGING AND CONVEYOR: Agreements, national in scope between Iron Worker's International Association and other International Unions covering work among Employees represented for the purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer. Footnote:

The International Association has transferred the craft jurisdiction for primary reinforcing steel activities within the geographical jurisdiction covered by this agreement to Local 846, Lakeland, Florida. Incidental reinforcing steel activities may be performed under this agreement.

B. PRESTRESSED, REINFORCED CONCRETE STRUCTURAL MEMBERS FOR BUILDING AND OTHER STRUCTURES: Where precast, pre-stressed, reinforced concrete structural members (columns, beams, girders, slabs, tilt-up wall panels, 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, job site work of loading, unloading, moving and placing to complete erection shall be performed by Iron Workers.

C. SLIP FORMS: When an Employee is ordered by the Employer or his representative to perform slip form work, such work when job conditions require shall be worked in shifts; the Employer shall request of the Union in writing (with a copy to the Association) a written determination from the Business Representative within forty-eight (48) hours designating the number of shifts to be worked within a twenty-four (24) hour period. A copy of said determination shall be simultaneously sent to the Employer and the Association by certified mail. For purposes of this provision, such notice addressed to the Union shall be C/O the Business Manager and the Association, to the last known address designated by the Association until further notice.

D. TOOLS OF THE TRADE: Ironworkers consider the Certified Fork Lift Truck a Tool of the Trade and can only be considered as such when used to assist the Ironworkers, in lifting, hoisting, distribution of materials and for their sole use only. For those who assist Ironworkers, a Foreman, Journeyman, Apprentice must be certified to operate the Certified Fork Lift Truck.

This International Association claims capability for its members all work including but not limited to: the field, fabrication, production and/or erection and construction of all 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 condition cans; amusement equipment; anchors, Geodesic and other domes, decking, diagrams and other roofing systems; agents and ticket booths, aprons, aqueducts, atriums, awnings, acoustical elements, sound barriers, computer floors, bells, bank fixtures, bar joists, blast furnaces, book stacks, buildings, boilers and stokers (sectional water tube, and tubular), boxes, bracing, brackets, bridges and bridge rail, bridge viaducts buck, bulkheads, bumper and bumper posts, bunkers, cableways, cable slots and cable wells, cages, caissons, canopies and unistrut canopies, car-dox and carports and enclosures, cart 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, collars, 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 other displays, dismantling and loading out conveyors, aggregate plants, batch plants, refrigeration plants, derricks including jumping and servicing of hoisting equipment and personnel hoists, director 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, duct supports, dumb waiter enclosures and fronts, dumpers, duorails, 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 high lines, whirley cranes and derricks, buck hoist, man hoists, fork lifts, material towers and scanning antennae; assembling and erection of

off shore drilling platforms or similar installations; escalators, escalator trim, expansion joints; erection, rigging or dismantling of all false work; fascias, fascia soffits; fascia entrances and panels, false work, fans and hot t\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); 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 t.v. 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 lock smithing, 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, muti-plate, 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, pre-glazed 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, pre-glazed 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, sky-lights, 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 entricit part of a building, storage rooms, stoves, subways, sun shades, support brick wall and steel granite; swimming pool equipment; switch gear, tables, towers, tanks, target ranges; target range baffles, booths and conveyors; temporary fencing; thikbles; thresholds, tracks and guides, track frames; tramways, transformers, travelers, traveling sheaves, trellises; trim on vaults; turnstiles; trusses (steel, Howe and combination 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, wore 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, conjunction with steel or machinery erection. The unloading, distributing, stockpiling and handling of all materials coming 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 of the distributing, erection, installation, removal, uncrating and recrating, 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 fabrications, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all materials 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, cutting, bending, hoisting, placing and tying, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the metal supports thereof; jacking of slip forms, G.F.R.D., 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 house smith work and sub-marine diving in connection with or about the same. The above claims are subject to trade agreements and decisions 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.

ARTICLE 6
WORK HOURS

A. Forty (40) hours work performed on the days of the week, Monday through Friday, in any one pay period, shall constitute a regular week comprised at the option of the Employer. The work week begins on Monday and ends on Sunday.

1. Friday make-up days shall be allowed if the job is working four (4) – ten (10) hour days. Saturday make-up days shall be allowed if the job is working five (5) – eight (8) hour days. Make-up days may be worked only when time has been missed during the regularly scheduled work week for reasons beyond contractor control. Make-up days are scheduled and worked eight (8) hours minimum, weather permitting work to proceed. Overtime will be paid at the rate of time and one-half time for all work over forty (40) hours worked Monday through Friday. Straight time rate of pay may be paid for Saturday make-up only or for Friday make-up if the job is working four (4) – tens (10). **(All work weeks are defined as either (4) – ten hour days or (5) eight hour days.)**

2. The Employer shall provide the Union such notices as it may require when establishing or changing workweek schedules.

3. When referred to a job in the middle of a pay period and that job works overtime hours, whether it is Friday, Saturday, Sunday, that time shall be paid at the appropriate rate of pay to the employee.

ARTICLE 7
SHIFTS

When shifts are required the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one half (7½) and receive eight (8) times the regular straight time hourly rate. The third shift shall work seven (7) hours and receive eight (8) times the regular straight time hourly rate, a thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the Union representative and shall not be considered as time worked.

Shift Differential shall be paid as follows: Second shift shall work seven and one half (7½) hours and receive .25 per hour above the normal straight time hourly rate. The third shift shall work seven (7) hours and receive .50 per hour above the normal straight time hourly rate.

The standard work day automatically begins at seven (7) A.M. to seven (7) A.M. with the appropriate overtime pay as described in Article 8, and continues on a 24 hour time frame. From 7:00 A.M. on Friday until 7:00 A.M. on Saturday shall be paid at

the straight time rate of pay, with appropriate overtime pay as described in Article 8. Time worked from 7:00 A.M. on Saturday until 7:00 A.M. on Sunday shall be paid at time and one-half the straight time rate of pay. Likewise, time worked from 7:00 A.M. on Sunday until 7:00 A.M. on Monday shall be paid at double the straight time rate of pay.

Upon agreement between the Employer and the Union, Special shifts may be established to conform to special job conditions and access to job.

When a job is called in at overtime hours, those hours shall remain in effect until the Union Hall is further notified. Employee will be entitled to those hours until notification has been given written or verbal to Business Manager or Business Agent.

ARTICLE 8
OVERTIME AND HOLIDAYS

A. Time and one-half (1 ½) the base wage rate shall be paid for all time over forty (40) hours worked Monday through Saturday, in one pay period, except that time worked over ten (10) hours in one shift or day shall be paid at time and one-half (1 ½) the base rate. Time worked over the number of hours for each shift as stated in Article 7 shall be paid at the appropriate overtime rate.

B. Time worked on Sundays and/or holidays shall be paid at double the base rate (double time). Exception may be given due to special shift conditions provided in Article 7(c).

C. There shall be no pyramiding of overtime hours or rate; double-time being the maximum pay for any hours worked.

D. Holidays observed under this Agreement shall be: New Years, National Memorial Day, July fourth, Labor Day, Thanksgiving, Christmas.

E. During any pay period where one of the recognized holidays occurs Monday through Friday, work performed in that pay period in excess of 32 hours, working five (5) – eights (8); or working four (4) – tens (10) in excess of 30 hours will be paid at the appropriate overtime rate.

F. When time lost in a work week in which a holiday falls, there will be no make- up time for any reason.

G. Any holiday which occurs on a Saturday shall be observed on Friday and any holiday which occurs on a Sunday shall be observed on Monday. Work performed on that Friday or Monday will be paid at the

appropriate overtime rate. Work performed on Saturday or Sunday will be paid at the appropriate overtime rate.

H. Any job that begins work on Saturday will be paid at the rate of time and one- half (1 ½) times the base wage for all time worked that day. Any job that starts on Sunday will be paid at the rate of double-time (2) times the base wage for all time worked that day. This is the exclusion to the forty (40) hours worked in one week. Exception may be given due to special shift conditions provided in Article 7(c).

ARTICLE 9
REPORTING TIME

A. No show-up time or reporting time shall be paid regardless of weather or job conditions.

B. Employees will report to workstation on their time and leave the workstation on Company time.

C. No language in this Agreement shall be construed as guaranteeing forty (40) hours worked for an Employee.

C. When an Employee is referred for a job from the Union Hall and is not put to work, he will be paid two (2) hours at his or her respective rate of pay within that normal eight (8) hour work day. This will not apply if inclement weather is the cause of the employee not being put to work.

D.

ARTICLE 10
REFRESHMENT BREAKS

There shall be one (1) - ten (10) minute break in the A.M. Foreman shall designate one (1) man to go after refreshments and bring them to the immediate workstation.

When working ten (10) or more hours an additional ten (10) minute break will be given.

ARTICLE 11
PIECEWORK

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

ARTICLE 12
WORK LIMITATION

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

ARTICLE 13
PAY DAY

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

B. Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll. No more than four (4) days pay shall be held back on paychecks for any reason, and all paychecks shall be drawn on banks within the jurisdiction of Local 387.

C. Where Employees are laid off, or discharged they shall be **paid in full immediately** and if required to go to some other point or to the office of the Employer, the Employee shall be paid for the time required to go to such places. When Employees quit of their own accord, they shall wait until the regular payday for wages due them.

D. Any undue delay or loss of time caused the Employee through no fault of their own shall cause the employer to add an additional two hours pay to employees' check. This includes checks being mailed and or employee having to travel to employer's office.

E. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount of each deduction, the purpose thereof, and net earnings.

F. The Employer shall make every effort to have paychecks on the job site on payday prior to starting when the job is rained out.

G. On the Employees paycheck stub all union deductions including check-off work assessment shall be shown as itemized.

ARTICLE 14
WAGE RATES

Wage and benefit rates are amended as follows, effective first full pay periods on or after dates indicated.
All figures are expressed in rates per compensated hour:

SECTION 1
JOURNEYMAN IRON WORKERS

	8/1/2015	2/1/2016	8/1/2016	2/1/2017	8/1/2017	2/1/2018
Base Wage	25.39	25.39	25.74	25.74	26.09	26.09
Contributions						
Health & Welfare	4.50	5.00	5.00	5.00	5.00	5.00
Pension Cont.	3.53	3.53	3.53	3.53	3.53	3.53
Funding Surcharge	1.16	1.16	1.16	1.66	1.66	2.16
387 Welfare	1.00	1.00	1.00	0.50	0.50	0.00
Appr. Fund	0.67	0.67	0.67	0.67	0.67	0.67
Impact	0.18	0.18	0.18	0.18	0.19	0.19
Deductions						
Build Trades	0.02	0.02	0.02	0.02	0.02	0.02
Dist. Council	0.02	0.02	0.02	0.02	0.02	0.02
I.P.A.L.	0.03	0.03	0.03	0.03	0.03	0.03
Intl. Org.	0.08	0.08	0.08	0.08	0.08	0.08
Work Assess	1.16	1.16	1.18	1.18	1.20	1.20
Available to be added to the defined Benefit Plan:				**0.50**		**0.50**
Total Package	**36.43**	**36.93**	**37.28**	**37.78**	**38.14**	**38.64**

All Journeyman must maintain the following listed upgrades:

- OSHA 30
- SUBPART R
- Forklift certification
- Aerial lift certifications
- Scaffold Erector / Dismantle certification
- First Aid / CPR certification
- International Iron Workers Rigging and Crane Signaling certification
- Current IMPACT drug test

Any Journeyman not current on all upgrades will be dispatched as a Group E – Non Upgraded Journeyman. Except that any Journeyman that has not work more than 400 hours in this jurisdiction during the previous 12 months will be entitled to a

four month extension from the date of referral to obtain all of the above listed upgrades.

SECTION 2

FOREMAN IRON WORKER - 10% over Journeyman Scale for appropriate shift.
GENERAL FORMAN IRON WORKER - 15% over Journeyman Scale for appropriate shift.

SECTION 3
APPRENTICE IRON WORKERS

Apprentice wages are set by the apprenticeship committee and are not an exact percentage of the negotiated hourly journeyman wage.

First period – 55%
Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 55% Standard Work Assessment. **Contributions**: Apprentice Fund and IMPACT

Second period – 60%
Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 60% Standard Work Assessment. **Contributions**: Apprentice Fund and IMPACT

Third period – 63%
Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 63% Standard Work Assessment. **Contributions**: Apprentice Fund, IMPACT, Pension and H&W

Fourth period – 65%
Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 65% Standard Work Assessment. **Contributions**: Apprentice Fund, IMPACT, Pension and H&W

Fifth period – 70%
Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 70% Standard Work Assessment. **Contributions**: Apprentice Fund, IMPACT, Pension and H&W

Sixth period – 73%

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 73% Standard Work Assessment. **Contributions**: Apprentice Fund, IMPACT, Pension and H&W

Seventh period – 75%

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 75% Standard Work Assessment. **Contributions**: Apprentice Fund, IMPACT, Pension and H&W

Eighth period – 80%

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 80% Standard Work Assessment. **Contributions**: Apprentice Fund, IMPACT, Pension and H&W

SECTION 4
ORGANIZED IRON WORKERS

Local 387 has adopted the following procedure to bring in to the membership; unrepresented iron workers in an effort to recapture all phases of our work through a comprehensive and fair procedure will benefit all members by increasing market share and result in higher compensation and benefits for those who belong to this association.

- Newly organized iron workers will first undergo a skill assessment
- Based on this assessment, organized iron workers will be referred as follows:
  - Prior to referral, wage rate will be approved by the contractor.
  - Base Wage - $12.00 up to $22.00 per hour,
  - **Deductions**: Building Trades, District Council, IPAL, Intl. Organizing and Standard Work Assessment. **Contributions**: IMPACT
  - All organized iron workers will be given the opportunity to upgrade their skills in order to increase their wage.

SECTION 5
GROUP E NON UPGRADED JOURNEYMAN

Failure to comply with adopted mandates will result in all GROUP E Non Upgraded Journeyman referred out at 80% of Journeyman wage.

*Pension contribution to be paid a negotiated rate. Apprentice Pension rate will be at **$1.76** per hour from 3rd period through 6th period while pension contribution for 7th and 8th period is **$3.46.** Journeyman Ironworkers at defined rate of per hour. *38% of Apprentice Pension Contributions are separated into a Funding Surcharge allocation.

**Health & Welfare contribution to be paid at current rate. Apprentice wages and benefits are set by the Apprentice Committee and are not an exact percentage of negotiated hourly Journeyman wage. These rates are controlled by the Apprentice Committee and are subject to change with minimal notice.

***Work Assessments will be deducted from all wages. This will be deducted and paid by each member in accordance with Local #387 By-Laws Art. 2 Section 1. Paragraph (c). Apprentice Work Assessment will be set by the Apprentice Committee.

****Local Welfare Contribution will be at $1.00 per hour for all Local Journeymen.

***** In accordance with the terms of an individual signed authorization from the Employee, deductions from gross wages of Employees may be made by the Employer and remitted to the Union Trusts as follows:

- Work Assessment
- Building Trades
- District Council
- IPAL
- Intl. Organizing

******Reporting, collection and administration of Fringe Benefits and Work Assessments Check-Off shall be mandated in Article 16, 17, 18, 19, 20 and 21 of the Agreement.

ARTICLE 15
TERRITORY

The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 387 which extends halfway to the nearest outside Local Union of the International Association of Bridge, Structural, Ornamental & Reinforcing Ironworkers.

NOTE: If Local Union territory has boundary lines which provide otherwise, by General Executive Board action or agreement, such boundaries should be spelled out.

The entire counties of:
Walton, Hancock, White, DeKalb, Crisp, Putnam, Habersham, Rockdale, Baldwin, Lumpkin, Newton, Dawson, Henry, Lee, Forsyth, Clayton, Wilkerson, Sumter, Douglas, Jones, Webster, Cherokee, Carroll, Monroe, Stewart, Bartow, Heard, Bibb, Randolph, Coweta, Twiggs, Quitman, Polk, Fayette, Terrell, Haralson, Spalding, Bleckley, Clay, Paulding, Troup, Cobb, Meriweather, Pulaski, Dougherty, Fulton, Pike, Houston, Baker, Gwinnett, Lamar, Peach, Hall, Butts, Crawford, Miller, Jackson, Jasper, Upson, Banks, Morgan, Tolbert, Early, Stephens, Green, Harris, Franklin, Oglethorpe, Muscogee, Hart, Wilkes, Chattahoochee, Elbert, Lincoln,

Marion, Madison, Taliaferro, Taylor, Clarke, Schley, Barrow, Macon, Oconee and Dooley.

Portions of the following counties nearest Atlanta, Georgia:

Pickens, Floyd, Columbia, McDuffie, Warren, Washington, Glasscock, Lauren, Dodge, Wilcox, Turner, Worth, Mitchell, Seminole, Rabun, Union, Gordon and Gilmer.

Alabama Counties are as follows:

Cherokee, Cleburn, Randolph, Chambers, Lee, Barbour, Russell and Henry.

South Carolina Counties or part thereof nearest to Atlanta, Georgia are as follows:

Oconee, Anderson, Abbeville, McCormick and Pickens.

ARTICLE 16
WELFARE PLAN

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Union Health & Welfare Fund and Amendments thereto and hereby agrees to its incorporation into this Agreement. In addition to the hourly base wage rates shown in Article 14 of this Agreement, the Employer agrees to pay the amount listed per hour to Health & Welfare to the jointly administered Fund for health insurance and hospitalization benefits as determined by the Fund Trustees. H&W contributions may not be added to employee pay check.

ARTICLE 17
PENSION PLAN

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Union Pension Fund and amendments thereto and hereby agrees to its incorporation into this Agreement.
The "Pension Contribution" in Article 14 of this Agreement is $3.53. These amounts are used to provide retirement and other benefits, will be used in determining accruals as set forth in the Atlanta Iron Workers Local Union No. 387 Pension Plan Document and may not be added to an employee's paycheck.
The "Funding Surcharge" in Article 14 of this Agreement is $2.16 for general funding of the Pension Plan. These amounts are not "Pension Contributions" made on behalf of an employee, are not for purposes of reciprocity, and may not be added to an employee's paycheck.

ARTICLE 18
APPRENTICESHIP TRAINING

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Joint Apprenticeship Training Fund and Amendments thereto and hereby agrees to its incorporation into this Agreement. In addition to the base wages shown in Article 14 of the Agreement, the Employer agrees to pay $.67 per hour for maintaining an ongoing Apprentice Program as administered by the Joint Apprenticeship Committee.

ARTICLE 18-A
IRONWORKER MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST (IMPACT)

The Association of Steel Erectors Association and Ironworkers Local #387 agree to implement IMPACT. This is a jointly trusteed Cooperative Trust with federal tax exempted 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 the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives. This will be funded as follows: The Employer shall contribute three quarters of one percent (3/4 of 1%) of the applicable hourly journeyman wage rate for each hour worked to IMPACT.

ARTICLE 18-B
DRUG TESTING

The Association of Steel Erectors and Ironworkers Local No. 387 agree to implement a drug testing program to encompass all of the members of Local No. 387. The Association of Steel Erectors agrees to fund the Impact Fund as defined in Article 14 wage contributions effective the date of this contract. Every attempt will be made to incorporate all the different employer drug testing program guidelines into this program. Details for testing and random testing will be available at the Union Hall.

A. Employer will not work a member without a current drug test. Current to mean annual (12-month period and/or random testing). Local 387 will not refer a member that is not eligible in the IMPACT System.

ARTICLE 18-C
International Organizing

The 42nd International Convention implemented the Intl. Organizing fund effective January 1,2012 per capita tax payable to the International remitted by Employers through monthly fringes to the Union Hall. The Intl. Organizing fund breakdown is as follows: (1/4 of 1%) per hour journeyman wage rate for each hour worked. These contributions are dues and are part of the individual's wages which may be itemized if the individual can itemize on his income tax return at the end of the year. They are treated just like any other dues for tax purposes. The disbursements from this fund shall be approved by the General President, disbursed through the General Treasurer's Office, and shall be used solely for the purpose of meeting the financial requirements of organizing the unorganized and for no other purpose.

ARTICLE 19
I.P.A.L FUND

The Employer agrees to deduct from the employees wages $.03 per hour for an Ironworkers Political Action League (I.P.A.L.).

ARTICLE 20
WORKING ASSESSMENT CHECK-OFF

A. In accordance with the terms of an individual signed authorization check-off form as provided to the Employee by the Union, beginning the first pay period after March 1, 2000, the Employer agrees to deduct the agreed upon amount of the authorizing employee's wages for work assessment check-off. This assessment amount will be obtained from Article 14 – Wage Rates listed as Work Assessment. This will be deducted and paid by each member in accordance with Local #387 By-Laws Article 2 Section 1 paragraph (c). Remit the same to the Union as provided in Article 21, below.

B. **The check-off would be divided in the following manner: eighty (80%) percent shall be applied to the work assessment and twenty (20%) percent shall be applied to the Market Recovery and Job Target Fund. Remittance for these funds would be the same as provided for in Article 21, below.**

C. If authorization is not obtained from the Employee for his deduction, the reporting form shall so indicate. The Employer shall be held harmless for any deductions made in good faith after receiving the aforementioned authorization.

D. In addition to the Work Assessment Check-Off in Paragraph A, the Employee agrees to pay union deductions that are remitted to the Union as provided in Article 21, below.

ARTICLE 21
FRINGE BENEFITS PAYMENTS

A. Employer Report: The Employer agrees to prepare and submit to the Fund's Trustees Administrators, not later than the tenth (10th) of each month following the month in which the reported hours are worked, a report showing the name of each Ironworker Employee, Social Security number, number of hours worked and total hours for all Ironworker Employees and the separate contribution paid for Health & Welfare, Pension, Apprentice Fund, IMPACT Fund, and Work Assessment Check-Off on the basis of total hours worked. The report shall be on forms as provided by the Union or Fund Administrators and shall be accompanied by a check covering the contributions and deductions as provided herein. The report shall include the name and Social Security number of all workers in the Ironworkers Craft, including Superintendent, General Foreman, Foreman, Journeyman and Apprentice.

B. Any Employers, at the discretion of the Union or the Trustees of the Individual Trust Funds, shall file a Fringe Benefit Report and pay all Fringe Benefits every two weeks within five days after two weeks ended. Such new contractors shall make payments every two weeks for a three month period or until his application to the Trustees has been approved for him to pay on a monthly basis within ten days after the month for which payment is made. Such Trustees may, after such approval, permit the new Employer to file reports and make payment every month rather than every two weeks, provided he does not become delinquent.

In the event any Contractor becomes delinquent, the Trustees shall require payments to be made on Fringe Benefits every week, within five days after the week has ended. After three months such Contractor may apply to the Trustees for approval to report and pay on a monthly basis, provided all payments have been made on/or before due date.

C. Payment: The Employer shall issue checks covering its liability as reported on the report forms for contributions and deductions as provided above. The check shall be made payable to Atlanta Ironworkers Fringe Benefit Trust Funds and mailed not later than the tenth of the month to the appropriate fund administrator, or another location as notified by the Union Trustees.

D. The Employers agree to pay all Fringe Benefits on a monthly basis or otherwise as granted by the Trustees. Failure to make the said contributions will subject the Employer to any and all recourse provided in the Trust Agreements. The Employee's representative has the authority to enforce Trust Agreement provisions insuring prompt payment of Fringe Benefit Liabilities. A twelve

percent (12%) penalty per annum will be assessed on outstanding Fringe Benefits.

E. In the event of failure of the Employer to remit promptly all liabilities in this Article, the Union, at their discretion, may remove all of the Employer's Ironworker Employees from a work site or work sites. Time lost by these Employees by reason of this action shall be paid to the affected Employees at the straight time rate until the liability shall have been paid as evidenced by a signed receipt from the Fund Administrator's Office, provided, however, that no enforcement procedure will be instituted until five (5) days after the Employer's receipt of delinquency notice is sent by certified mail or via faxed copies.

ARTICLE 22
FOREMAN

A. Where two or more Ironworkers are employed in one crew, one shall be designated as Foreman by the Employer and shall receive Foreman's wages. Second Foreman on the job will be member of Local 387.

(1) Where Ironworkers are employed with another craft, where there are five Ironworkers or more in a crew then the Ironworkers will have an Ironworker Foreman to direct the duties invested in him by the Contractor. This Foreman will be designated by the Employer.

B. Foreman shall be the representative of the Employer, issuing instructions to the worker and shall exercise such duties and authority as are vested in him by the Employer.

C. General Foreman and Superintendents shall be designated at the option of the Employer, regardless of the number of Foremen in his employ or on a job site. General Foreman and Superintendent duties and authority shall be only those authorized by the Employer.

ARTICLE 23
IRONWORKERS REQUIRED ON POWER EQUIPMENT

There shall be no limitation, maximum or minimum, on the number of Iron Worker Employees comprising a work crew for the performance of any type of work in the craft.

ARTICLE 24
SAFETY PROVISIONS

A. All work performed under this agreement will conform to all OSHA regulations.

B. Injury Clause Regarding Pay: If an employee is injured on the job, he shall be paid a reasonable amount of time to receive medical attention for minor injuries, provided he returns to the job on the date of injury. When a workman is injured to the extent of being unable to work for the balance of the day, he will be paid for the full day at his regular rate. His inability to work shall be determined by a qualified physician in writing to his Employer.

C. Sweet Milk: Employer will furnish to welder and/or burner sweet milk as required during welding or burning of galvanized metal.

D. Welding Sleeves and Gloves: Welding sleeves and gloves shall be furnished by Contractors when welder is welding with automatic wire-fed machine or overhead position with any type of welding machine. Sleeves and gloves and all other safety equipment furnished by Employer remains the property of Employer.

E. Sanitary Facilities: The Employer will provide sanitary toilet facilities where necessary.

F. Safety Harness: When the Employer furnished the Employee with a Safety Harness to wear, where required on certain jobs, the Employee becomes responsible for that item. If the item is lost or stolen while in the Employee's possession, the Employee agrees to replace the item. Exceptions will be normal wear and tear to the safety item.

G. Safety boots: If Employee is required to wear steel-toe boots then it shall be the responsibility of the employee.

H. Safety glasses – If the employee is required to wear safety glasses then the employer will provide the Employee with such glasses.

I. 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 tis employees. Nothing in the Collective Bargaining Agreement will make the Union liable to any employees or any other persons in the event that injury or accident occurs.

J. 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.

ARTICLE 25
TOOLS

Employees shall furnish for their own use all necessary hand tools per the following list:

Re-Bar Workers

Wire Spool & Belt	Pliers
6" Folding Rule	Work Gloves

Structural And All Others

Ironworker Belt & Bolt Bag	1 – 7/8 Spud	1 – ¾ Spud
1 – 12" Adjustable Wrench	1 – 25' Tape	Work Gloves
1 – ¾" Bull Pin	1 – 6lb. Beater	

Conveyor Tools / Precast

Plumbob	Torpedo Level	
½" Drive Socket Set (1/8" – 1 ¼")	Allen Wrench Set	
Open/Closed End Wrench Set (1/8" – 1 ¼")		Scribe
Tri-Square	4lb Beater	
Crescent Wrench (12")	Ballpeen Hammer	

Glass and Finishing Tools

Razor Knives	Tooling Knives
25' Tape Measure	Wonder Bar or Jimmy Bar
Hook Tools	Putty Knife
Aviation snips (left & right)	Hacksaw
Plumb Bob	Torpedo Level
Scribe	Chalk Line
2-Foot Square (framing square)	Rubber Mallet
Vice Grips (regular & wide jaws)	Socket Set and Wrenches
Pencil	

Employees shall have ample time to put away tools and equipment as determined by the Foreman.

ARTICLE 26
FINISHER'S TOOLS

An Ironworker employed on Ornamental work shall furnish for his own use all necessary hand tools to enable him to effectively install such work. Tools broken on the job shall be replaced by the Employer, such as drills, taps, hacksaw blades, etc. No worker shall be held responsible for the loss of tools or equipment in his charge.

ARTICLE 26-A
TOOLS

Employees furnishing their own tools to perform the necessary work for the Employer shall have these tools replaced by the Employer if broken or stolen. To be replaced, these tools must have been kept overnight on the job site or used during the normal job work hours. Employer has the right to replace the tool with one of similar quality or give the Employee cash to purchase another. **Employee must submit a detailed list, brand and type of tools he has brought to the job site to use when reporting to job to sign up for employment. Only those tools on the list will be replaced if broken or stolen. Tool list must be submitted by Employee to be replaced by the Employer.**

Hardhats used by the Employee that are stolen or broken during use or stolen while kept on the jobsite overnight will be replaced by one of similar quality.

ARTICLE 27
SHIPPING WORKERS

Ironworkers shipped to jobs or work, out of the jurisdiction of the Local Union shall receive transportation, traveling time and expenses, providing they remain on the job thirty (30) days, Ironworkers shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular wage rate for such time or such Ironworkers shall be shipped back to the shipping point with time and transportation paid by the Employer.

ARTICLE 28
DRINKING WATER

The Employer will provide ample and suitable drinking water daily with sanitary cups (iced in warm weather).

ARTICLE 29
CLOTHES ROOM

Each job of sufficient size and length to justify same shall be provided with a shed or room for Employees to change their clothes and keep their tools, this shed or room not to be used for bulk storage or Contractor's equipment.

ARTICLE 30
WELDER'S TEST

The cost of a welding test will be paid for by the Employer, if the Employee (welder) leaves the job voluntarily prior to thirty (30) days after being employed or before the job is completed, whichever comes first, he will reimburse the Employer for the cost of Welding Test. This may be done by deduction from wages, if necessary. After said welder remains on job for thirty (30) days or until job is completed, the Employer shall furnish a copy of certification papers to said welder.

ARTICLE 31
WORKER'S COMPENSATION INSURANCE

The Employer must at all times, keep Worker's Compensation Insurance in full force and effect covering all Employees employed under the terms and conditions of this Agreement in the amounts set forth under Georgia law.

When requested by the Union, the Employer shall furnish a certification from its insurance carrier certifying that the above mentioned Worker's Compensation Insurance is in full force and effect and will be continued unless notice is given to the Union by the Employer Insurance Carrier.

ARTICLE 32
BUSINESS REPRESENTATIVE

The Business Representative of the Union or his designee shall be permitted to visit all jobs but will in no way interfere with the progress of the work.

ARTICLE 33
JOB STEWARD

A. The Business Representative shall appoint the Steward on each job and so advise the Employer. Steward shall be recognized as the Union's representative on the job for his Employer. The Steward designated by the Business Representative shall be a qualified Journeyman and shall perform the work of his craft. Under no circumstances shall there be a non-working Steward on the job.

B. Job Stewards must at all times be competent to perform the work assigned to them.

C. The working Steward designated for one Employer has no authority on the work of another Employer employing the same craft and if he should become involved in the affairs or disputes of another Employer employing the same craft, he will be subject to discharge.

D. On jobs in progress should Business Manager or Business Agent desire to change the Steward, the Contractor will be notified.

E. When an Employee is injured on the job and is required to be taken for medical care, the Steward on the job will accompany the Employee for medical care. The Steward shall be paid for that time while off the job taking care of the injured Employee until the Employee is finished with his need for medical attention, not to exceed two (2) hours overtime. If the job Steward is not available, the Employer can send a company representative to take the injured Employee for medical attention.

ARTICLE 34
APPRENTICESHIP

A. The parties signatory hereto agree to continue a Joint Apprenticeship Program in accordance with the provisions of the "Ironworkers Apprenticeship and Training Standards", of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers for Local Union No. 387. The Joint Apprenticeship Committee Standards shall be a part of this Agreement.

B. Any one (1) Employer shall be permitted to employ Apprentices on structural, reinforcing or rigging jobs at the following ratios:

Two (2) Journeymen to one (1) Apprentice.

C. The number of Journeymen stated in the above ratios includes the Foreman.

D. Quarterly, the Joint Apprenticeship Committee will publish a list of all active Apprentices showing their names. Social Security numbers and current pay classification.

E. Apprentice wage rates shall be in accordance with Article 14. To knowingly pay an Apprentice above his published pay scale without approval of the Joint Apprenticeship Committee may result in the revocation of the individual Employer's privilege to work Apprentices.

ARTICLE 35
PRE-JOB CONFERENCE

It is agreed that there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost of the prime contract is Two Million Dollars (2,000,000.00) or more.

ARTICLE 36
LETTERS OF EVIDENCE

It is agreed that all Contractors who are parties to this Agreement and employ Ironworkers in the jurisdiction of Local No. 387 will furnish Local Union 387 signed letters on the letterhead of the Employer, stating that they have employed Ironworkers and paid the negotiated scale of wages on any and all jobs which the
Employer has performed with Ironworkers, including a detailed description of the work performed, upon receipt of a written request.

ARTICLE 37
SCOPE OF AGREEMENT

A. The terms and conditions set forth herein constitute the entire and only Agreement between the Association, signatory Employers and the Union. And other Representatives, whether written or verbal, shall be held invalid and unenforceable.

B. The parties agree that this Agreement may only be modified or amended in writing through the Collective Bargaining process by mutual consent of the parties given in writing.

C. Any Employer employing Ironworker Members of Local Union No. 387 shall be bound by the terms of this Agreement and shall be de facto parties thereto whether or not they have signed the Agreement.

ARTICLE 38
SAVINGS CLAUSE

Should any part of any provision herein contained be declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof; provided, however, such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts of provisions affected. The remaining parts of provisions shall remain in full force and effect.

ARTICLE 39
EMPLOYER WAGE AND FRINGE BENEFIT BOND

All Employers who become signatory to working under this Agreement on or after March 1, 2000, or who has been late the past three (3) preceding months are required to provide to the Union a Wage and Fringe Benefit Bond to guarantee the payment of wages, working assessments and fringe benefits in an amount no less than $100,000 (one hundred thousand). A certified copy of the Fringe Benefit Bond shall be updated every six months.

ARTICLE 40
DURATION AND TERMINATION

A. Individual member firms of the Association of Steel Erectors and Heavy Equipment Operators, Inc., are parties to a lawfully constituted Collective Bargaining unit and as such are bound by the terms of this Agreement, whether or not they may have, or in the future individually execute the document.

B. The Union claims, and the Employer acknowledges and agrees, that a majority of its employees has authorized the Union to represent them in collective bargaining. The Employer agrees to recognize, and does hereby recognize the Union as the exclusive bargaining representative for all employees performing work as described in Article 5 on all present and future job sites within the jurisdiction of the Union.

C. The Union claims, and Other Contractors that are not members of the Steel Erectors Association are invited to sign the Agreement documents, however, Contractors working under the terms of this Agreement procuring Ironworker applicants through Local 387 are deemed to be parties to the Agreement and are bound by the terms herein the same as if they had individually signed the Agreement.

D. Unless notice be given by either party at least 120 days prior to the expiration date of the Agreement of a desire to modify or terminate the Agreement, it shall continue in effect, along with any amendments thereto, for an additional year. In the same manner, it shall continue in effect in lieu of notice from year to year until notice is given by either party.

E. This Agreement may be modified in writing in any of its parts by mutual consent of the parties. Modification of any part shall have no effect on the effectiveness of the balance of the Agreement.

F. This Agreement shall become effective the first (1st) day of August, 2015, and shall remain in full force until midnight the thirty-first (31st) day of July 2018.

This document and all of its terms shall become a Working Agreement for others than Members of the Association of Steel Erectors & Heavy Equipment Operators, Inc. only when properly signed by the Employer or his Representative below.

CONTRACTOR

Contractor_____

Address_____

_____

Representative_____

Title_____

Signature_____

Date_____

IRONWORKERS LOCAL No. 387

Representative_____

Title_____

Signature_____

Date_____

IN WITNESS WHEREOF,
This agreement has been executed
by the parties hereto as of August 1st, 2015.

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL & REINFORCING
IRON WORKERS LOCAL UNION No. 387
ATLANTA, GEORGIA

By:

Robert A. Duffield
Financial Secretary-Treasurer / Business Manager

IRON WORKERS LOCAL # 387
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL & REINFORCING
IRON WORKERS LOCAL UNION No. 387
ATLANTA, GEORGIA

and

ASSOCIATION OF STEEL ERECTORS AND
HEAVY EQUIPMENT OPERATORS, INC.
ATLANTA, GEORGIA

By:

Tip Pirkle
President

ASSOCIATION OF STEEL ERECTORS AND
HEAVY EQUIPMENT OPERATORS, INC.
ATLANTA, GEORGIA