

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**

2018 – 2021

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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, 2018 and expires midnight July 31st, 2021** 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 PREROGATIVES

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 2 SUBCONTRACTORS

- A.** A Subcontractor is defined as any firm, corporation, or person other than an Employee covered by this Agreement, 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.

- B.** 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:
 - a. 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.

 - b. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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 Joint Trust Funds as specified herein.
- G. The Employers and the Union recognize that the Union has the right to and may grant concessions from the provisions of this Agreement on specified projects, prior to the date of bidding on such projects. The Employers and the Union also recognize that the impractical ability of the Union giving such notice of concessions individually to each contractor party to this Agreement and work to avoid any appearance of favoritism. Therefore, the Employers and the Union agree that if the Union desires to make any concessions on any job, it must notify the Association of such concessions and such notice to the Steel Erectors Association shall be notice to all parties signatory to this Agreement. All Employers may check with the Steel Erectors Association prior to bidding a specific project to determine whether the Union has given concessions on that particular project.

ARTICLE 3

LABOR MANAGEMENT COMMITTEE

The Union and the Employers shall designate representatives to meet not less than quarterly and discuss issues relating to the collective bargaining agreement. This committee shall consist of four (4) members, two (2) of which shall be selected by the Association and two (2) of which shall be selected by the Union. The purpose of this committee is to discuss contract issues and shall not be empowered to negotiate or reopen terms of the collective bargaining agreement. This quarterly meeting shall be followed by open session to be used for pre-job conferences and to allow contractors working under the agreement, but not on the committee, to address issues arising on various projects covered under the agreement.

Throughout the span of this Agreement, this Labor Management Committee shall review aspects of the Geographical Jurisdiction and the Craft Jurisdiction which may be non-competitive. It shall further be the purpose of this Committee to determine cost savings measures that will increase the competitiveness and in turn increase market share. This committee will make joint recommendations to the Employers and the Union.

ARTICLE 4 DISPUTE RESOLUTION

- 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 four (4) members, two (2) of which are to be selected by the Association and two (2) by the Union. The Association and the Union, respectively, shall appoint at least one (1) alternate representative, 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 Board shall appoint a secretary and shall meet upon notice from the secretary or any member of said Board within four (4) business days 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 Trust Funds shall be submitted in writing and shall be decided within four (4) business days by a majority vote of the full Board consisting of four (4) members. Both notice and meetings may be conducted using electronic or teleconferencing means where time efficiency may require.
- 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 Joint Grievance Board. In the event the parties are unable, within five (5) business 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 Joint Grievance Board. The procedure to be followed in submitting

the difference or dispute to the arbitrator shall, unless agreed upon by the Joint Grievance Board within three (3) business days after the selection of the arbitrator, be determined by said arbitrator and the decision 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 contributions to the Joint Trust 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 one (1) business day notice to the Employer of such delinquency in said Joint Trust Funds shall have the right to take such action as they deem necessary and that in the event such action, the Employer shall be responsible to all affected Employees for any losses resulting therefrom. The Trustees of the respective Joint 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 Joint 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 within this agreement.

ARTICLE 5 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 4 – Dispute Resolution.

- 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 6 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 the Union 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 “Available for Work List” which shall consist of 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** – Traveler Journeyman Iron Worker
 - 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, 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.
- G.** An applicant who has registered on the “Available for Work List” must renew his application annually or applicant will be moved to the bottom of the “Available for Work List”.
- H.** 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 “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.
- I.** 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 that he or she is on the “Group A – Available for Work List”. This request will be made in a two-for-one job-by job basis. The first two men may be a request from the Employer and the next call from the “Available for 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 "Available for Work List" shall be the basis used to refer Ironworkers to Employers working under this Agreement. The Employer may request all supervisory personnel by name and the Employer may request the Business Manager's recommendation for qualified Journeyman and Foreman Iron Workers. Employers will have the ability to request any member that has worked for them over 48 hours within the last twelve months by name if the Iron Worker is on the "Available for Work List". This is in 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.

- J.** 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.

- K.** 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.

- L.** Anyone requested by the Employer may report to the job site at work time. It will not be necessary for the requested 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 "Available for Work List". The referral will either be emailed, faxed or sent to the Employer by the Hiring Hall. Once referred to Contractor, no employee shall start work without employee signature on referral or appropriate "Authorization for Representation".

- M.** There will be one dispatch call made at the Union Hall each day at 8:00 A. M. (Saturdays, Sundays and recognized holidays excluded). In the event there are jobs called in after dispatch call, members may be dispatched by calling the individuals by phone who report to the Hiring Hall and who signed the daily sign-in sheet for that particular day, by giving their date on the "Available for Work List" starting with the oldest days first until someone is reached by phone to fill such jobs. In the event there is an emergency case or any other unforeseen circumstance, members 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, how many workers are needed, and how many hours are to be worked.

- N.** When a member is laid off, terminated, or quits in the course of his or her employment and the employer does not want the member referred to the Company again, a letter or email will be sent to the Union Hall immediately following separation 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.
- O.** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of this Agreement between the Employer and the Union.
- P.** An individual shall be eliminated or retained on the "Available for Work List" for any of the following reasons:
- 1.** An individual will be eliminated from the "Available for Work List" for any of the following:
 - a. Member fails to report to work promptly.
 - b. Member 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.
 - c. Member uses a cell phone on the project during work time unless authorized to do so.
 - 2.** An individual will be eliminated from the "Available for Work List" and prevented from signing the "Available for Work List" for any of the following:
 - a. Member refusing or failing a drug test as a condition of employment shall not sign the "Available for Work" list until a diversion program has been completed.
 - b. Member refusing or failing an alcohol test or reporting to any project in an intoxicated condition shall not sign the "Available for Work" list until a diversion program has been completed.
 - 3.** An individual will be retained on the "Available for Work List" for any of the following:
 - a. Member is dispatched to a project and rejected by the Employer.
 - b. Member receives no more than forty (40) hours pay.

4. 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 available members of Local 387 are employed. When emergency or overtime work is available it must be offered to out of work Iron Workers by proper job call procedure first.
5. 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 "Available for Work List". That individual can sign the "Available for Work List" upon returning to the jurisdiction of Local 387.

Q. An Appeals Committee is hereby established being composed of five members. Two (2) primary members appointed by the Union, two (2) primary members appointed by the Association of Steel Erectors and Heavy Equipment Operators, Inc., and one (1) member appointed by these members. To constitute a quorum, this committee must have one (1) member from the Union and one (1) member from the Association. 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.

R. 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.

S. An applicant who is discharged for cause two (2) times within a twelve (12) month period shall be referred to the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The Appeals Committee shall, within three (3) business days, review the qualifications of the applicant and the reasons for the discharges. If the Employer representatives and the Union representatives cannot agree on action to be taken by majority consensus within three (3) days, the applicant 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 (3) business days, review the qualifications of the applicant and the reasons for the discharges. The Appeals Committee or neutral member may, in their discretion:

1. Require the applicant to obtain further training from the JATC or recognized training program 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.

T. 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.

U. Apprentices will be enrolled through the Training Coordinator based on experience, skill and ability and referred to the Hiring Hall as needed.

V. Any one (1) Employer shall be permitted to employ Apprentices on all recognized work shown in Article 8 of this Agreement.

The number of Journeymen stated in the below listed ratios includes the Foreman.

Company-wide ratio of employment:

1. General Jurisdictional Work: two (2) Ironworker Journeyman or Foreman to one (1) Apprentice.
2. Miscellaneous and Ornamental: one (1) Ironworker Journeyman or Foreman to one (1) Apprentice.
3. Reinforcing: one (1) Reinforcing Journeyman or Foreman to three (3) Reinforcing Apprentice.
4. The ratios above apply to all workmen in the trade below the classification Journeyman, i.e. Organized and Apprentice.

W. Iron Worker Classifications.

Classification of Ironworkers covered under this Agreement shall be as follows:

- a. General Foreman
- b. Foreman
- c. Journeyman
- d. Organized
- e. Apprentice
- f. Non-Upgraded Journeyman

ARTICLE 7
GEOGRAPHICAL JURISDICTION

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, Cleburne, 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 8 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.
- 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.
- E. REINFORCING AND POST TENSIONING:** The International Association has transferred the craft jurisdiction for primary reinforcing steel activities within the geographical jurisdiction covered by this agreement to Local 846, Aiken, South Carolina. Incidental reinforcing steel activities may be performed under this agreement.

This International Association claims for its members all work (any new technology, processes, materials and type of substitute materials) including but not limited to all: Bending, Bolting, Burning, Caulking, Crating, Cutting, Dismantling, Distributing, Drilling, Erection, Fabricating, Fitting, Glazing of all ferrous and non-ferrous materials, Hoisting, Installation, Layout, Lowering, Maintenance, Metals, Miscellaneous Steel, Placing, Precasting, Raising, Reerating, Reinforcing,

Removing, Repair, Replacing, Rigging, Setting, Signaling, Sorting, Storing, Structural Steel, Torqueing, Tying, Uncrating, Unloading and Welding, all processes and materials.

Access Doors and Frames; Accordion Grills; Acoustical Elements; Aggregate Plants; Agitators; Air Conditioner Cans; Air Ducts; Aluminum; Amusement Rides and Equipment; Anchors; Antennae, all (cellular, coax, microwave, radio, wave guide, etc.); Aprons; Aqueducts; Artwork; Asbestos Curtains; Atomic Vessels, all component parts (aligning, leveling and plumbing); Atriums; Attenuator Systems; Automated Teller Machines (ATM) [rigging, setting, etc.]; Awnings; Baffles, all; Bag Houses; Ball/Bowl Mills; Balloons; Bank Fixtures; Banking Equipment; Bar Mats; Barges, all (Casino, etc.); Barjoist; Barricades for Security; Barrier Cables; Batch Plants (both permanent and temporary); Bells; Billboard Supports and Signs; Blast Deflectors; Blast Furnaces; Bleacher Support Steel; Bleacher Systems; Bleachers, all materials; Boiler Support Steel; Boilers and Stokers (sectional, tubular and water tube); Bollards, all; Book Stacks; Booths, all (agent, guard, ticket, toll, etc.); Bore Cast Piles; Bowl/Ball Mills; Boxes; Bracing; Brackets; Brass; Brick Supports; Bridge Rail; Bridge Viaducts; Bridges, all (including bailey, concrete segmented, expansion, mabey, pipe, pontoon, poured in place, precast, prefabricated, steel, structural, suspension, temporary, etc.); Bronze; Buck Hoists; Bucks; Building Envelope Systems; Buildings; Bulkheads; Bumper and Bumper Posts; Bunkers; Burial Containers; Cable Guardrail Systems; Cable Slots and Cable Wells; Cableways; Cages; Caissons; Canopies and Unistrut Canopies; Caps; Car Lift Fronts; Car Lifts and Related Steel Members; Car-dox; Carports and Enclosures; Cast Tiling; Cat Walks; Ceramic Laminated Spandrelite; Checker Plate; Chutes, all types; Circuit Breakers; Clips; Clocks; Cobiax Balls and all similar type Space Saving Supports; Cofferdams; Collapsible Gates; Collars; Column Casings; Column Cladding; Column Covers; Composite Materials; Concentrators; Concrete Barriers; Concrete Construction (reinforced); Concrete Joists (post stressed, precast, and prestressed); Conservatories; Conveyors, all types; Coolers; Coping; Copper; Corbels; Corrugated Sheets, all (including insulation); Counter Supports; Counter Top Support Steel; Counter Top Supports, all types and materials; Cranes, all types (dismantling, erection [including crawlers, mobile, tower, etc.], handling, installation, maintenance and operation on all forms of construction Stacks; Floor Construction; Floor Cranes and Similar Devices; Floor Plates, all (checker plate, diamond plate, non-skid, etc.); Flooring, all (computer, metal, etc.); Flues; Flumes; Forklift Operation; Forklifts; Forms, all; Foundation Work; Frames, all types (access, security door, trench, etc.); Framework; Fronts; FRP; Fur Storage Rooms; G.F.R.C. Systems; Gami-Knife Equipment and Support Steel; Gates; Generators; Geodesic Domes; Gielinger Type Columns; Glass; Glide Rail; Granite and Precast Paver Stones (handling and setting); Granite Supports; Grating; Green Screens; Greenhouses; Grill Work; Grillage; Grills; Grouting (base plates, precast, etc.); Guard Cable; Guardhouses; Guardrail, all types; Guards; Guides; Gymnasium Equipment; Handicapped Lifts; Handrail, all types (aluminum, fiberglass, glass, metal, plastic, wood, etc.); Hangars; Hangers and Carriers; Hanging Ceilings; Hardware and Screens; Heliostat Systems; Highlines; Highway Delineators; Highway Reflectors; Highway Safety Devices; Highway Sign Supports; Hoisting Equipment; Hoppers; Hospital Room Television Supports; Hot Rooms; Hydraulic Jacking Lifts and Gantries; Inclines; Inspection (fall arrest, installation, rigging, scaffolding, welding, etc.); Iron Doors; Jail and Cell Work; Jail Cells (beds, benches, bunks, cell doors, chairs, mirrors, tables, etc.); Jet Ways; Jib-Cranes; Joists; Kalomeined Doors; Kilns; Kiosks; Lagging; Laminated Wood Structures; Laser

Beams; Lath (beads, hung ceilings, metal, plaster methodologies, purlins, wire, etc.); Launch Hammer Bucket Wheel Excavator; Lifts (use of all types); Light Gauge Metal Roof Trusses; Light Gauge Metal Studs; Lights (highway, signs, scoreboard, sidewalk, stadium, vault, etc.); Lintels; Locker Room Fixtures; Lockers; Locking Devices, all types (for security cells, etc.); Locks and Locksmithing; Louvers; Machine Faced Gate Guides; Machinery, all (distributing, handling, hoisting, lowering, moving, placing on foundations, stockpiling, etc.); Man Hoists; Marquees; Masonry Support Steel; Material Altered in Field (bending, burning, cutting, drilling, framing, welding by acetylene gas and electric machines, etc.); Material Towers; Medical Equipment; Melters; Metal Buildings (gutters, prefabricated, preengineered, purlins, rake, siding, trim, etc.); Metal Enclosures; Metal Furniture; Metal Strips; Metal Trim; Metal Windows; Micropiles; Mixers; Modular Buildings and Vaults; Modules, rigging and assembly for multi-craft; Monorails; MRI Equipment; Multiplate; Nameplate; Night Depositories; Non-Ferrous Metals; Nosings; Nuclear Drycask Storage Systems; Nuclear Facilities (decommissioning and dismantling); Nuclear Reactors; Operating Room Devices; Operating Room Light Equipment; Ornamental Lead; Ovens; Pan Deck Forms; Panels, all types (Alcopolic, Alucobond, architectural, composite, concrete, curtain wall, enamel, factory fabricated, fiberglass, field assembled, G.F.R.C., insulated, metal, non-insulated, phenolic, photo-voltaic, porcelain, prefabricated, pre-glazed, Q-Type, Reynobond, solar, stone, terra cotta, translucent, Trespa, etc.); Panic Devices; Panic Locks; Pans; Parabolic Systems; Partitions; Pasteurizers; Peaking Units; Pedimats; Pen Stocks; Personnel Hoists; Pile Drivers; Pin Piles; Pipe Railing; Pipe Supports, all (Gas, Oxygen, Etc.); Pit Liners; Plaques; Plastics; Plates; Platforms, mechanical, multi-craft, etc.; Playground Equipment; Pole Barns; Poles; Polycarbonate and Poly Carbon Materials; Polymer; Porch Supports; Post Tensioning (accessories, grouting, jacking, prestressed, sleeves, stressing and distressing of tendons, tendons, etc.); Poster Frames; Poststressed Concrete; Post-stressed Concrete Structures; Power Rigging, all; Precast; Pre-glazed, all (Curtainwall, Doors, Panels, Sash, Windows, etc.); Presses; Pressure Vessels; Prestressed Concrete; Prestressed Concrete Structures; Pultedid Shapes; Pulverizers; Rack Systems; Racks; Radar (alignment, dish, equipment, pads, supports, etc.); Radiator Enclosures; Radome (both steel or non-ferrous framed and/or pressurized); Railings; Railroad Bridge Work; Railroad Maintenance; Rain Screens; Reactor Heads; Rebar, all (accessories, bars, bar splices [threaded or bolted], beams, cages, caissons, columns, composite, couplers, fiber mesh, fiberglass, mats, mesh, panels, piles, walls, etc.); Refrigeration Plants; Reinforcing Steel; Reinforcing Tie Guns (operation); Reservoirs; Revolving Doors; Rigging, all (display shelves, display shows, government departments, Master Rigger, navy yards, power rigging, shipyards, vessels, etc.); Roller Plates; Rolling Grills; Rolling Shutters; Roofing Systems, all; Roofs, all (checker plate, mansard, metal, space systems, standing seam, etc.); Room Dividers; Rotors; Safe Deposit Boxes; Safes; Safety Devices; Safety Support (for all Ironworker related work); Sash (aluminum, fiberglass, pre-glazed, steel, window, etc.); Scaffolding; Scenery Equipment; Screen Wall; Screens (door and window); Sculptures; Scum Plates; Sealants (related to work installed by Ironworkers); Seating, all types (plank, stadium, theater, etc.); Seats, all types; Security Barriers; Security Screens; Security Systems (cable, composite, concrete, steel, wire, etc.); Security Window Screens; Shafting; Sheet Metal; Sheet Piling; Shelving; Shielding, all materials; Shipping Containers (rigging and hoisting when used in building structures); Shoring; Sidewalk Supports and Steel; Sign Trestles; Signaling of all Hoisting Operations; Signs (airport,

highway, supports, etc.); Sill Beams; Sill Plates; Sills; SIP Deck (Stay in Place); Skate Wheels; Skip Hoists; Skylights; Slope Walls; Slot Machines and Bases; Smoke Baffles; Smoke Conveyors; Smoke Curtains; Smoke Plates; Smoke Screens; Solar Panels; Solar Shades; Solar System Support Steel; Solar Systems; Soldier Piles; Sound Barriers; Space Frames, all types; Spandrels (composite, metal and precast); Spillways; Spray Booths; Stacker Cranes; Stacks; Stage Counterweight System; Stage Equipment; Stage Lifts; Stage Rigging; Stair Lifts; Stairways, all types (concrete, knocked down, prefabricated, steel, tower, etc.); Stators; Steel; Steel Curtains; Steel Supports; Steel Towers (erection of); Stokers; Stone, all types; Stone Curtainwall; Storage Racks (freestanding and/or part of building); Storage Rooms; Storefronts; Stoves; Strand Jacks; Structural Iron; Structural Steel; Subways; Sun Shades; Sunscreens; Support Steel, all types, single bridged, etc.; Suspended Work Platforms; Swimming Pool Equipment; Switch Gear; Tables; Tanks; Target Ranges, all (baffles, booths, government, indoor, military, municipal, outdoor, etc.); Temporary Shoring (false work and steel supports); Tent Structures (including fabric skin); Theater Curtains; Thimbles; Thresholds; Tight Lacing (for decorative or protective purposes); Toilet Partition Support Steel; Toilet Partitions; Tool Room (attendant, operation, etc.); Towers, all (cellular, guy, microwave, radio, television, etc.); Track Frames; Tracks and Guides; Train Cars (loading, unloading and repairs); Train Derailment; Train Tracks (welding); Tramways; Transformers; Translucent and Plastic Materials; Traveling Sheaves; Travelers; Trellises; Trench Frame; Trenching Equipment; Troughs; Trusses, all types; Tunnels; Turbines; Turnstiles; Vats; Vault Doors; Vault Trim; Vaults; Ventilators; Vertical Hydraulic Elevators; Vessels, all types; Wainscoting; Wall Ties (Masonry); Walls (Stub and Stud); Waste Compactors; Weather Stripping; Weather Vanes; Weir Plates; Weirs; Welding (all processes and materials); Welding Machines (operation and use); Wheel Guards; Whirly Cranes; Wickets; Winches; Wind Generators (installation and maintenance); Wind Turbines, including offshore (anchor bolt cage, blades, foundation, nacelle tower, rotor, tensioning, torqueing, etc.); Wind Walls; Window Cleaning Equipment; Window Stools; Window Walls; Window Washer Track (horizontal and vertical); Window Washing Hooks; Windows (pre-glazed); Wire and Fibrous Rope (making and installation of all articles made of); Wire Lath Assemblies; Wire Mesh, all; Wire Mesh Grills; Wire Mesh Panels; Wire Mesh Partitions; Wire Partitions; Wire Work; X-Ray Equipment; X-Ray Equipment Support Steel. 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.

ARTICLE 9
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.
- B.** All work weeks are defined as either four (4) days or five (5) days. When scheduled as a four (4) day week project, hours shall be scheduled at 10 hours minimum. When scheduled as a five (5) day week project, hours shall be scheduled at 8 hours minimum. Unless agreed to between the Employer and the Union, all projects working five (5) or more days per pay period shall be considered to be worked under a five (5) day schedule.
- C.** Overtime will be paid at the rate of time and one-half for all work performed over forty (40) hours Monday through Friday.
- D.** Friday make-up days shall be allowed if the job is scheduled as four (4) days per pay period.
- E.** Saturday make-up days shall be allowed if the job is scheduled as five (5) or more days in per pay period.
- F.** 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 to be scheduled and worked eight (8) hours minimum, weather permitting work to proceed.
- G.** The Employer shall provide such notices as it may require when establishing or changing workweek schedules.
- H.** When an Iron Worker is dispatched after the beginning of the pay period, the Employee shall not be penalized for time missed prior to the referral. Whether it is Friday, Saturday, Sunday, that time shall be paid at the appropriate rate to the Employee.

ARTICLE 10
SHIFTS

- A. When multiple 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) hours and receive eight (8) hours pay with \$0.50 shift differential above the normal straight time hourly rate. The third shift shall work seven (7) hours and receive eight (8) hours pay with \$1.00 shift differential above the normal straight time hourly rate.

- B. The standard work day automatically begins at the time agreed to between the Union and the Employer with the appropriate overtime pay as described in Article 11, and continues on a 24-hour time frame. As an example, if start time was 7:00 A.M., from 7:00 A.M. on Friday until 6:59 A.M. on Saturday shall be paid at the straight time rate of pay, with appropriate overtime pay as described in Article 10. Time worked from 7:00 A.M. on Saturday until 6:59 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 6:59 A.M. on Monday shall be paid at double the straight time rate of pay.

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

- D. 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 11
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 10 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 10(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. When working a five (5) day schedule, during any pay period where one of the recognized holidays occurs, the appropriate overtime rate shall be paid for all time worked in excess of 32 hours.
- F. When working a four (4) day schedule, during any pay period where one of the recognized holidays occurs, the appropriate overtime rate shall be paid for all time worked in excess of 30 hours.
- G. When time lost in a work week in which a holiday falls, there will be no make- up time for any reason.
- H. 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.
- I. 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 10(C).

ARTICLE 12 REPORTING TIME

- A. No show-up time or reporting time shall be paid regardless of weather or job conditions.
- B. Employees will be at the Employer designated workstation prepared to work not less than ten (10) minutes prior to the start of the work day. Employees will be released from the Employer designated workstation not less than ten (10) minutes prior to the end of the shift. When required to report earlier than ten (10) minutes, the employee shall be released with an equal amount of time to exit the project. Regardless of time, employees shall report to the Employer designated workstation on their time and leave the employer designated workstation on Company time.
- C. No language in this Agreement shall be construed as guaranteeing forty (40) hours worked for an Employee.

- D. 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.

ARTICLE 13
LUNCH & REFRESHMENT BREAKS

- A. Lunch & Refreshment Breaks shall be organized at the crew level and shall be taken within thirty (30) minutes of the scheduled time.
- B. There shall be one (1) paid ten (10) minute break within the first five hours of the start of shift. When working ten or more (10) hours an additional ten (10) minute break will be given within the first eight hours of the start of shift. At the Employers discretion, both ten (10) minute breaks may be combined.
- C. There shall be one (1) unpaid thirty (30) minute lunch within the first seven hours of the start of shift. When working more than twelve (12) hours, a second unpaid thirty (30) minute lunch shall be given to the employees.

ARTICLE 14
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 15
WORK LIMITATION

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

ARTICLE 16
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. Pay must be received not later than the end of shift on Friday of the week following the end of the work period. Wages are to be paid in legal tender or by Electronic Fund Transfer (EFT) drawn upon financial institutions represented within the geographical jurisdiction.
- B.** At the Employer's discretion, Employees may be required to receive wages by Electronic Fund Transfers (EFT) into an account of the ironworker's selection. In cases where Electronic Fund Transfers (ETF) are required, the contractor must provide an alternate means of payment of wages using checks, cash, or by Financial Institution Banking Draft Card (ATM CARD).
- C.** Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll. No more than five (5) days pay shall be held back on paychecks for any reason, and all payroll shall be drawn on financial institutions within the jurisdiction covered by this Agreement.
- D.** Where Employees are laid off or discharged they shall be paid in full immediately by means listed in Section B, and if required to go to some other point or to the office of the Employer, the Employee shall be paid two (2) hours straight time pay 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. This includes checks being mailed and / or Employee having to travel to employer's office.
- E.** 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.
- F.** Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount of each deduction, the purpose thereof, and net earnings. Where Electronic Fund Transfer is utilized, a separate statement identifying the Employer, showing total earnings, the amount of each deduction, the purpose thereof, and net earnings shall be available to the employee.
- G.** The Employer shall make every effort to have paychecks on the job site on payday prior to starting when the job is rained out.

**ARTICLE 17
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**

	2/1/2018	1/1/2019		1/1/2020		1/1/2021	
Inc.							
Base Wage	26.09	26.69	(.60)	27.29	(.60)	27.84	(.55)
Contributions							
Health & Welfare	5.50	5.75	(.25)	5.75		6.00	(.25)
Pension Cont.	6.19	6.19		6.44	(.25)	6.65	
387 Welfare	0.03	0.08	(.05)	0.14	(.06)	0.18	(.04)
Training Fund	0.67	0.71	(.04)	0.75	(.04)	0.75	
Impact	0.16	0.17	(.01)	0.17		0.18	(.01)
Annuity	0.00	0.15	(.15)	0.30	(.15)	0.55	(.25)
*Contribution increases not in pay status are planned increases only. Increases may be changed as necessity requires.							
Deductions							
Build Trades	0.02	0.02		0.03	(.01)	0.03	
Dist. Council	0.02	0.02		0.02		0.02	
I.P.A.L.	0.03	0.03		0.03		0.03	
Intl. Org.	0.08	0.10	(.02)	0.11	(.01)	0.11	
Work Assess	1.20	1.28	(.08)	1.36	(.08)	1.40	(.04)
<hr/>							
Total Package	38.64	39.74		40.84		41.94	

All Journeyman must maintain the following listed upgrades:

- OSHA 30
- SUBPART R
- Forklift certification
- Aerial lift certifications
- 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
SUPERVISION

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%

Contributions: 387 Welfare, Training Fund, and IMPACT

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 55% Standard Work Assessment.

Second period – 60%

Contributions: 387 Welfare, Training Fund, IMPACT, and H&W

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 60% Standard Work Assessment.

Third period – 63%

Contributions: 387 Welfare, Training Fund, IMPACT, and H&W

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 63% Standard Work Assessment.

Fourth period – 65%

Contributions: 387 Welfare, Training Fund, IMPACT, and H&W

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 65% Standard Work Assessment.

Fifth period – 70%

Contributions: 387 Welfare, Training Fund, IMPACT, and H&W

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 70% Standard Work Assessment.

Sixth period – 73%

Contributions: 387 Welfare, Training Fund, IMPACT, and H&W

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 73% Standard Work Assessment.

Seventh period – 75%

Contributions: 387 Welfare, Training Fund, IMPACT, Pension and H&W

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 75% Standard Work Assessment.

Eighth period – 80%

Contributions: 387 Welfare, Training Fund, IMPACT, Pension and H&W

Deductions: Building Trades, District Council, IPAL, Intl. Organizing and 80% Standard Work Assessment.

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 – Not to exceed JIW wage rate,
 - **Contributions:** 387 Welfare and IMPACT
 - **Deductions:** Building Trades, District Council, IPAL, Intl. Organizing and Standard Work Assessment.
 - 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.

- **Apprentice Wages and Benefits** are set by the Joint Apprenticeship Committee and may not be an exact percentage of negotiated Journeyman wage and benefits. These rates are controlled by the Joint Apprenticeship Committee and are subject to change with minimal notice.
- **Pension Contribution** – Journeyman Ironworkers and 7th/8th Period Apprentices at current rate established through negotiations.
- **Health & Welfare** contribution to be paid at contract 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.

- **387 Welfare** contribution to be paid at contract rate.
- **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.
- 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, Work Assessments, and Check-Off shall be mandated in Article 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 of the Agreement.

ARTICLE 18 HEALTH & WELFARE TRUST

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 17 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.

ARTICLE 19 PENSION TRUST

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Atlanta Iron Workers Local Union No. 387 Pension Fund and amendments thereto and hereby agrees to its incorporation into this Agreement. In addition to the hourly base wage rates shown in Article 17 of this Agreement, the Employer agrees to pay the amount listed per hour to Pension Contribution to the jointly administered Fund for retirement benefits as determined by the Fund Trustees. Pension contributions may not be added to employee pay.

ARTICLE 20
ANNUITY TRUST

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Atlanta Iron Workers Local Union No. 387 Annuity Fund and amendments thereto and hereby agrees to its incorporation into this Agreement. In addition to the hourly base wage rates shown in Article 17 of this Agreement, the Employer agrees to pay the amount listed per hour to Pension Contribution to the jointly administered Fund for annuity benefits as determined by the Fund Trustees. Pension contributions may not be added to employee pay.

ARTICLE 21
387 WELFARE TRUST

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Atlanta Iron Workers Local Union No. 387 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 17 of this Agreement, the Employer agrees to pay the amount listed per hour to 387 Welfare to the jointly administered Fund for supplemental benefits as determined by the Fund Trustees. 387 Welfare Fund contributions may not be added to employee pay.

ARTICLE 22
APPRENTICESHIP & UPGRADE TRAINING TRUST

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 hourly base wage rates shown in Article 17 of this Agreement, the Employer agrees to pay the amount listed per hour to Atlanta Iron Workers JAC to the jointly administered trust for maintaining an ongoing Apprentice and Upgrade Training Program as administered by the Joint Apprenticeship Committee. Atlanta Iron Workers JAC Training contributions may not be added to employee pay.

ARTICLE 23
IRONWORKER MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST
(I.M.P.A.C.T.)

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Ironworker Management Progressive Action Cooperative Trust (I.M.P.A.C.T.) and amendments thereto and hereby agrees to its incorporation into this Agreement. In addition to the hourly base wage rates shown in Article 17 of this Agreement, the Employer agrees to pay the amount listed per hour to IMPACT contribution to the jointly administered IMPACT Fund for benefits as determined by the IMPACT Fund Trustees. The amount equal to five eighths of one percent (5/8 of 1%) shall be shown in Article 17 of this Agreement. IMPACT contributions may not be added to employee pay.

This is a jointly trustee 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.

ARTICLE 24 IMPACT DRUG TESTING

The Employer and the Union agree to implement a drug testing program to encompass all members working in the jurisdiction covered by this agreement. The Employer agrees to fund the I.M.P.A.C.T. Fund as defined in Article 17 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.

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 25 INTERNATIONAL ORGANIZING

Per capita assessment payable to the International remitted by Employers with monthly benefits and deductions paid to the Union Hall. Three eighths of one percent (3/8 of 1%) per hour at journeyman wage rate for each hour worked. This assessment is dues and are part of the individual's wages which are deducted in accordance with a signed Authorization for Representation document. The amount equal to three eighths of one percent (3/8 of 1%) shall be shown in Article 17 of this Agreement.

ARTICLE 26 I.P.A.L FUND

The Employer agrees to deduct from the employee wages the amount shown in Article 17, per hour for an Ironworkers Political Action League (I.P.A.L.). This assessment is part of the individual's wages which are deducted in accordance with a signed Authorization for Representation document.

ARTICLE 27 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 17 – 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 27.

- B.** The check-off to 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 27.
- 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 27.

ARTICLE 28 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, Annuity, Training Fund, IMPACT Fund, 387 Welfare Fund, Work Assessment Check-Off, District Council Check-Off, Building & Construction Trades Council Check-Off, I.P.A.L. Check-off, and International Organizing 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 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 29 PROJECT SUPERVISION

- 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.
- B.** Second Foreman on the job will be member of Local 387.
- C.** 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.
- D.** 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.
- E.** 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 30
POWER EQUIPMENT**

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

**ARTICLE 31
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.** 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.
- D.** Sanitary Facilities: The Employer will provide sanitary toilet facilities where necessary.
- E.** 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.
- F.** Safety boots: If Employee is required to wear steel-toe boots then it shall be the responsibility of the employee.
- G.** Safety glasses – If the employee is required to wear safety glasses then the employer will provide the Employee with such glasses.
- H.** 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 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.
- I.** 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 32
TOOLS**

Employees shall furnish for their own use all necessary hand tools required to perform assigned work tasks per the following list:

Iron Worker Belt	2 - Bolt Bags	1 - 7/8" Spud Wrench
1 - 3/4" Spud Wrench	1 - 12" Adj. Wrench	1 - 25' Tape Measure
1 - 3/4" Bullpin	1 - 7/8" Bullpin	1 - 6lb. Beater
1 - 4lb. Beater	1 - Ballpeen Hammer	Torch Striker
Pencil	Scribe	Soapstone
No. 5 Shade Cutting Goggles	Wire Spool & Belt	No. 9/7 Side Cut Pliers
6' Folding Rule	Diagonal Cut Snips	Torpedo Level
Plumb Bob & Line	Chalk Line	Allen Wrench Set
Combination Square	Tri-Square	
No. 1 Phillips Screw Driver	3/16" Flat Head Screw Driver	
No. 2 Phillips Screw Driver	5/16" Flat Head Screw Driver	
No. 3 Phillips Screw Driver	Cotter Pin Extractor	
Aviation Snips Straight Cut	Aviation Snips Right Cut	
Aviation Snips Left Cut	Razor Knives	
Tooling Knives	Pry Bar or Jimmy Bar	
Caulk Tooling Knives	2-Foot Square (framing square)	
Rubber Mallet	Vice Grips (regular & wide jaws)	
Socket Set and Wrenches		
1/2" Drive Socket Set (1/8" – 1 1/4")		
Open/Closed End Wrench Set (1/8" – 1 1/4")		

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

**ARTICLE 33
TOOL REPLACEMENT**

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 funds to purchase another.

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.

Iron Workers employed within the jurisdiction covered by the Agreement 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.

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.

ARTICLE 34 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 35 DRINKING WATER

The Employer will provide ample and suitable drinking water daily with sanitary cups when not utilizing bottled water. Water will be iced in warm weather.

Iron Workers will be responsible to dispose of trash resulting from this water in an appropriate disposal unit provided by the contractor.

ARTICLE 36 CHANGING ROOM

Upon agreement between the Employer and the Union, each project of sufficient size and length shall be provided with a secure space for employees to change their clothes and keep their tools. This secure space shall not be used for storage of materials or equipment.

ARTICLE 37 WELDING TESTS

Welding tests not performed at the training center will be paid for by the Employer.

If the tested employee 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 38
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 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 39
PROJECT ACCESS

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

ARTICLE 40
STEWARD

- A.** The Union shall appoint the Steward on each project 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 Union shall be a qualified Journeyman and shall perform the work of his craft.
- B.** Under no circumstances shall there be a non-working Steward on the job.
- C.** Job Stewards must at all times be competent to perform the work assigned to them.
- D.** 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.
- E.** Should the Union desire to change the appointed Steward on projects in progress, the Employer shall be notified.
- F.** 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 41
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. The Joint Apprenticeship Committee shall maintain a current list of all active Apprentices. This list will contain the name, contact information, and current pay classification for each Apprentice.
- C. Apprentice wage rates shall be in accordance with Article 17. 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 42
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 43
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 44
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 45
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 46
EMPLOYER WAGE AND FRINGE BENEFIT BOND**

All Employers who become signatory to working under this Agreement on or after August 1st, 2018, 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 as shown below:

1 – 5 Iron Workers	\$25,000 Bond
6 – 10 Iron Workers	\$50,000 Bond
11 – 20 Iron Workers	\$75,000 Bond
21 or more Iron Workers	\$100,000 Bond

A certified copy of the Fringe Benefit Bond shall be updated annually.

**ARTICLE 47
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 8 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, 2018, and shall remain in full force until midnight the thirty-first (31st) day of July 2021.

IN WITNESS WHEREOF,
This agreement has been executed
by the parties hereto as of August 1st, 2018.

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

By:

Robert A. Duffield
Business Manager / Financial Secretary - Treasurer

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

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 _____