

GREATER SOUTH FLORIDA AGREEMENT

BETWEEN

IRONWORKERS LOCAL UNION NO. 272
FORT LAUDERDALE, FLORIDA

And

IRONWORKERS LOCAL UNION NO. 402
WEST PALM BEACH, FLORIDA

Of The

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL, AND REINFORCING IRONWORKERS**

And

SOUTHEASTERN COUNCIL OF IRONWORKER
EMPLOYERS, INC.

October 1, 2007 through September 30, 2010

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GREATER SOUTH FLORIDA AGREEMENT

October 1, 2007 through September 30, 2010

This Agreement made and entered into this 19th day of July, 2007 at Fort Lauderdale, Broward County, Florida by and between:

IRONWORKERS LOCAL UNION NO. 272, FORT LAUDERDALE, FLORIDA

And

IRONWORKERS LOCAL UNION NO. 402, WEST PALM BEACH, FLORIDA

Of The

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND
REINFORCING IRONWORKERS**

And

SOUTHEASTERN COUNCIL OF IRONWORKER EMPLOYERS, INC.

ARTICLE 1 – RECOGNITION

1.1 – **PARTIES:** Local Unions No. 272 and 402, hereinafter referred to as the “Union” or “Ironworker” or “Employee” recognize the Southeastern Council of Ironworker Employers, Inc. as the exclusive Representative of the Employers in all matters, including but not limited to both mandatory and discretionary subjects of collective bargaining, as the context applies.

1.1.1 – **UNION:** The term “Union” or “Local Union” when used herein in this Agreement refers to the Local Union in whose territorial jurisdiction the work is being performed.

1.2 – **LOCAL UNIONS:** The Local Unions named herein are the duly authorized and recognized bargaining representatives of the Ironworker Employees, whether Journeyman or Apprentices, in the territorial Jurisdiction of this Agreement.

1.3 – **EXCLUDED EMPLOYEES:** This Agreement does not apply to General Superintendents, Superintendents, Assistant Superintendents, Office and Clerical Employees, Watchmen, Professional or Supervisory Employees as defined in the National Labor Relations Act.

1.3.1 – **SCOPE OF WORK:** This Agreement does not include, but not by way of limitation, the type of work generally performed under Project Agreements, General President’s Agreements, Suncoast Commercial Agreement, and Master Agreement etc. For the purpose of this Agreement the following work is included but is not limited to:

Service Stations	Walk-Up Apartments	Tiered Buildings	Shopping Centers
Storage Warehouses	Schools	Convenience Stores	Restaurants
Banks	Car Washes	Thrift Stores	Churches
Utilities in the Street	Hospitals	Jails/Prisons	Government Buildings
Courthouses	Libraries		

1.4 – **PREVAILING WAGES:** Whenever prevailing wages and benefits are applicable on any project, the higher of the prevailing wages and benefits or the wages and benefits stated in the Greater South Florida Wage & Benefit Addendum, hereto, shall be paid.

1.5 – **SOUTHEASTERN COUNCIL OF IRONWORKER EMPLOYERS, INC:** Each Employer signatory or otherwise bound to this Agreement designates and acknowledges the Southeastern Council of Ironworker Employers, Inc., hereinafter referred to as the “SCIE”, as its exclusive representative for his Collective Bargaining Agreement and all matters covered and otherwise contained herein, including but not limited to both mandatory and discretionary subjects of collective bargaining, and the context applies, and shall remain said Employer’s exclusive agent for such purposes both during the term of each succeeding Collective Bargaining Agreement and modification thereof. The use of the term “Employer” shall be construed according to the sense intended to refer to any Employer, whether contracting or sub-contracting, who is signatory to the Collective Bargaining Agreement, or the “SCIE” or “Association” as the context requires.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 – The Union and 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: 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 demote the Employees (provided a Union Certified Journeyman may not be demoted to the status of an Apprentice), transfer Employees from location to location from time to time, lay off and rehire Employees pursuant to the Referral Clause of this Agreement, determine whether Employees have the necessary qualifications and skills to perform the work required; to determine in the Employer’s sole judgment whether Employees possess and/or maintain the necessary qualifications and skills to perform the work; determine the starting and quitting time, and the number of hours and shifts to be worked; maintain the efficiency of the Employees by communication through supervisory personnel; set 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 the General Working Rules; make or change company policies and practices; introduce new or improved production, maintenance, services, materials, machinery and equipment; manage the Employer’s business jobs, jobsites; direct the workforce through the Employer’s selected Foremen. 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 Employers right to exercise same.

ARTICLE 3 – GENERAL WORKING RULES

3.1 - **JURISDICTION OF WORK:** It is agreed that the jurisdiction of the Work covered by this Agreement is that provided for in the Charter Grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers, including fiber reinforced polymers (FRP's) except, however the Union agrees it's Employee members shall perform any work assigned to the Union by the Employer which they Employees covered hereunder are qualified to perform.

3.1.1 - **LOCAL UNION NO. 272:** The territorial Jurisdiction of Local Union No. 272 is, in the State of Florida, over the entire counties of Dade and Monroe, and that portion of Broward, Collier, Hendry and Lee Counties south of a line of Sample Road west from the Atlantic Ocean to the Conservation Area from that point a direct compass line west to Estero, Florida.

3.1.2 - **LOCAL UNION NO. 402:** The territorial Jurisdiction of Local Union No. 402 is, in the State of Florida, over the entire counties of Indian River, Martin, Okeechobee, Palm Beach and St. Lucie, and that portion of Broward, Charlotte, Collier, DeSoto, Glades, Hendry, Highlands, and Lee Counties within the following boundary lines: On the south by Sample Road due west from the Atlantic Ocean to the Conservation Area and from that point a direct compass line west to Estero, Florida, running north to northeast Okeechobee west county line; north to the north county line of Indian River, to the east to the Atlantic Ocean.

3.2 – **EMPLOYMENT OF IRONWORKERS:** The conditions covering employment on all of the work outlined in Section 3.1 and elsewhere in this Agreement shall be as hereinafter set forth.

3.3 – **HOURS OF WORK:** The workweek, except as otherwise specified in this Agreement, shall start at 7 a.m. Monday and conclude the following Monday at 7 a.m. Eight (8) hours per day shall constitute a standard workday between 7 a.m. and 5 p.m. with a designated, unpaid, one-half (1/2) hour lunch period at the mid-point of the work shift. These working hours may be changed by mutual consent of the Employer and the Union. Employees shall be at their place of work for a full eight (8) hours each day. Forty (40) hours per week shall constitute a regular week's work. Nothing in this Agreement shall be construed as guaranteeing any Employee eight (8) hours per day or forty (40) hours per week.

3.4 – **WORK WEEK:** The Employer has the option of working either five (5) eight-hour days or four (4) ten hour days to constitute a normal forty (40) hour workweek. The Employer can change from one such schedule to the other, subject to the limitation that it gives the Local Union at least two (2) work day's notice of such change.

3.4.1 – **4/10 WORK WEEK:** When the four (4) day, ten (10) hour per day work week is in effect, the standard work day shall be an established consecutive ten (10) hour period between the hours of 6:30 a.m. and 6:30 p.m., exclusive of the thirty (30) minute unpaid lunch period. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive; straight time not to exceed forty (40) hours per week **with Friday being a make up day**. Starting time will be designated by the Employer; and, the Union will be advised of the starting time. Changes in the starting time will be by mutual agreement.

3.4.2 – **5/8 WORK WEEK:** When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive; straight time not to exceed forty (40) hours per week **with Saturday being a make up day**.

3.5 – **EMPLOYEE’S WORK POST:** Employees shall be at their posts, as determined by the Employer, prepared to start work at the regular starting time. No Employee shall leave their posts until designated by the Employer’s Representative. This provision shall not preclude the Employer’s right to: (a) terminate said employment prior to quitting time; and, (b) direct the Employee to another of the Employer’s jobsites.

3.5.1 – When a job-site requires employees to pay for parking and there is no access to free parking within a five (5) block radius, the employer shall reimburse said employee for parking weekly.

3.5.2 – The Union and its Business Manager and Business Agents shall have admission to the jobsites of the Employer at such time as Employees are engaged in work at such jobsites for the purpose of meeting with employees concerning wages, hours and work conditions.

3.5.3 – The Employer agrees to secure access to any area where employees are performing work pursuant to this agreement while Employers are on said premises. The Business Agent will report to the General Contractors office and produce proof of workman’s compensation insurance.

3.6 – **SHIFT WORK:** The Employer, at his option, may schedule shifts of three eights, two nines, two tens, and two twelve’s. The Employer can change from one such schedule to another, subject to two (2) workday’s notice of such change.

THREE EIGHTS

3.6.1 – FIRST SHIFT:	Work eight, pay for eight.	7:00 a.m. – 3:30 p.m.
SECOND SHIFT:	Work seven and one-half, pay for eight.	3:30 p.m. – 11:30 p.m.
THIRD SHIFT:	Work seven, pay for eight.	11:30 p.m. – 7:00 a.m.

TWO NINES

3.6.2 - FIRST SHIFT:	Nine and one-half hours, one-half hour meal, work nine hours, pay for nine. 7:00 p.m. – 4:30 p.m.
SECOND SHIFT:	Nine hours, one-half hour meal, work eight and one-half hours, pay for nine. 5:00 p.m. – 2:00 a.m.

TWO TENS

3.6.3 FIRST SHIFT:	Ten and one-half hours, one-half hour meal, work ten hours, pay for ten. 7:00 a.m. – 5:30 p.m.
SECOND SHIFT:	Ten hours, one-half hour meal, work nine and one-half hours, pay for ten. 6:00 p.m. – 4:00 p.m.

TWO TWELVES

3.6.4 FIRST SHIFT:	Twelve hours, one-half hour meal, work eleven and one-half hours, pay for eleven and one-half. 7:00 a.m. – 7:00 p.m.
SECOND SHIFT:	Twelve hours, one-half hour meal, work eleven and one-half hours, pay for eleven and one-half. 7:00 p.m. – 7: a.m.

3.7 - **COFFEE BREAKS:** There shall be one 15 minute coffee break or rest break period in the morning. When either a regular scheduled eight or nine-hour shift is in effect and works ten hours or more, there shall be a 15 minute break in the afternoon as well. When a regular ten-hour or longer shift is in effect, there shall be a 15 minute break in the afternoon.

3.8 – **OVERTIME:** An Employee shall be paid one and one-half time his regular rate of pay for hours worked in excess of forty (40) hours per week. Monday through Saturday or after nine hours of work per day (for 5/8 work week) and two times his regular rate of pay for all hours worked on Sunday or Holidays recognized by Section 3.9 of this Agreement. No work shall be performed on Labor Day except to save life or property.

3.8.1- If an employee is hired mid week and thru no fault of his own has not obtained 40 hours and works Friday in a 4-10 schedule or Saturday in a 5-8 schedule the new hire will be paid time and one half per hour.

3.8.2 - **PYRAMIDING:** There shall be no pyramiding of either overtime rates for premium paid for Holidays worked, and two times the straight time rate shall be the maximum compensation for any hour(s) worked.

3.9 – **HOLIDAYS:** The following seven (7) Holidays shall be observed:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day
Labor Day	

3.9.1 – No holiday can be used as a make up day. On a 5-8 work week anything over 32 hours is time and one half per hour. On a 4-10 work week anything over 30 hours is time and one half per hour.

3.9.2 – **UNPAID:** Notwithstanding anything contained in this Agreement to the contrary, Holidays recognized herein are unpaid Holidays, unless otherwise worked at the request of the Employer.

3.10 – **REPORTING FOR WORK:** When an Employee is ordered by the Employer or his Representative to report for work and then through no fault of such Employee is not put to work or employed for less than one (1) hour, the Employee shall receive pay for one (1) hour's time, provided such Employee remains on the job during the said one (1) hour. On jobs of more than one (1) hour's duration, all Employees shall be paid for actual hours worked.

3.10.1 – When an employer requires a pre-screening for drug testing prior to employment, said employee shall be paid two (2) hours pay.

3.10.2 – To expedite pre-employment drug/alcohol testing the Union has established an approved collection facility at the Union Hall. The approved test lab will provide curriers to transport the specimens from the Union Hall to the certified test lab.

3.11 – **TOOLS:** Workers shall furnish for their own use all necessary hand tools to enable them to effectively install all work. Tools supplied by the Employee that are broken on the job shall be replaced by the Employer. Employees shall exercise reasonable judgment in the care and protection of the Employer's tools. All necessary worker's tools and clothing stored in an Employer's shed or tool box stolen from locked box or shed, or destroyed by fire, flood, or other means, will be replaced at the Employer's expense upon notification and presentation of a statement of loss to their Employer or his Representative. Prior to starting work, the Employee shall supply a list of his tools to the Employer to be protected by this Article.

3.12 – **DRINKING WATER:** The Employer shall furnish fresh drinking water daily with ice and cups.

3.13 – **FOREMEN:** When two (2) or more Ironworkers are employed on a job by one Employer, one shall be selected by the Employer or the Business Representative, subject to the Employer's approval, to act as Foreman and receive Foreman's pay. The Foreman is the only representative of the Employer who shall issue instructions to the workers. All Foremen shall be experienced, competent, and qualified Ironworkers.

3.13.1 – When a crew exceeds twelve (12) men, another foreman shall be selected by the employer.
(October 1, 2007)

3.14 – **GENERAL FOREMEN:** When three (3) or more Ironworker Foremen are employed on a job by one Employer, a General Foreman shall be employed, who reports to the Employer's supervision for Ironworkers, General Foremen shall supervise Foremen only.

3.15 – **PAYDAY:** Wages shall be paid on the regular payday before quitting time on the job by check or other legal tender. The customary pay stub, to include wages and all payments to benefits, Apprenticeship, etc., will accompany the pay. When requested by the Union, the Employer will make arrangements with a local bank to cash worker's paychecks without cost to the Employee. Employers may withhold, when necessary, a reasonable amount of wages but not to exceed the provisions permitted by law to enable them to prepare the payroll. If payday falls on a Holiday, the workers shall be paid the day preceding the Holiday. If workers are not paid on the regular day by their Employer during the usual working hours, unless reasonable cause can be shown, they shall receive the applicable rate for all time after the regular working hours that they are required to remain on the jobsite on such regular payday.

3.15.1 – PAY WHEN EMPLOYMENT IS TERMINATED:

3.15.1.1 – **LAY OFF:** When workers are laid off, they shall be laid off at the site of construction and paid in full immediately and, if required to go to some other point or to the office of the Employer, the workers shall be paid for time required to go to such places.

3.15.1.2 – **DISCHARGE:** When workers are discharged, they shall be discharged at the site of construction. Discharged workers shall be paid in full by check sent by overnight delivery service the next regular workday to the Local Union Hall in whose jurisdiction the work was performed.

3.15.1.3 – **QUIT:** An Employee who quits shall be mailed his pay in full on payday to the Employee's last known address.

3.15.2 – **PENALTY:** If workers whose employment has been terminated, whether by lay-off, discharge, or quit, are not paid when due as set forth in Section 3.15.1, the Employer shall pay the worker for each twenty-four hour period after payment is due, two hours wages and benefits until payment is received.

3.16 – **WAGE RATES AND FRINGE BENEFITS:** All benefits shall be paid on a straight time basis and remitted to the Fund Escrow Agent for the Local Union in whose territory the work is performed. Effective the first full pay period on or after October 1, 2003, and each subsequent period, the hourly rate for wages and benefits for each hour worked in the jurisdictional territory of the Local Union shall be as is indicated in the Wage and Benefit Addendum attached hereto.

3.17 – EMPLOYEE CHECK-OFFS:

3.17.1 – **UNION CHECK-OFF:** The Employer agrees to check-off weekly from the wages of all Employees who have proper written authorizations a sum for Local Union 272 equal to three (3 %) percent of the gross pay period as a regular working assessment only. The Employer agrees to check-off weekly from the wages of all Employees who have proper written authorizations a sum for Local Union 402 equal to four (4 %) percent of the gross pay period as a regular working assessment only.

3.17.2 – **DISTRICT COUNCIL CHECK-OFF:** The Employer agrees to check-off weekly from the wages of all Employees who have proper written authorizations a sum equal to two (\$.02) cents per hour for each hour worked as a regular employee contribution on to the District Council to defray Labors cost of Labor Relations, Collective Bargaining, Industry and Public Relations, etc., including but not limited to the administration of this Agreement and all matters and problems incidental thereto. The parties signatory hereto agree that the funds for the District Council will be administered solely by the District Council's By-Laws.

3.17.3 - IRONWORKERS SICK AND DISTRESS FUND: The Employer agrees to check-off weekly from the wages of all Employees who have proper written authorizations a sum of ten (\$.10) cents per hour for each hour worked, including overtime and or such other sums as the Employer may be advised in writing having been duly approved by Local Union 272 Sick and Distress Fund.

3.17.4 - IRONWORKERS ORGANIZING FUND: The Employer agrees to check-off weekly from the wages of all Employees who have proper written authorizations a sum of ten (\$.10) cents per hour for each hour worked, including overtime and or such other sums as the Employer may be advised in writing having been duly approved by Local Union 272 Organizing Fund and a sum of thirty (\$.30) cents per hour for each hour worked, including overtime and or such other sums as the Employer may be advised in writing having been duly approved by Local Union 402 Organizing Fund

3.17.5 - IRONWORKER'S POLITICAL ACTION LEAGUE: The Employer agrees to honor the Employees voluntary deduction authorization requesting a contribution check-off be made to the Ironworker's Political Action League (IPAL) weekly from the wages of such Employees a sum equal to one (\$.01) cent per hour for each hour worked for Ironworkers Local 272 and a sum equal to two (\$.02) cents per hour for each hour worked for Ironworkers Local 402. The Employer shall have no responsibility for any check-off monies after forwarding same to the escrow. The parties signatory hereto agree that the funds for the Ironworker's Political Action League will be administered solely by the Union and the rules governing the League.

3.17.6 - LOCAL POLITICAL ACTION COMMITTEE: The Employer agrees to honor the Employees voluntary deduction authorization requesting a contribution check-off be made to the Local Political Action Committee (LPAC) for Ironworkers Local Unions 272 and 402 weekly from the wages of such Employees a sum equal to two (\$.02) cents per hour for each hour worked. The Employer shall have no responsibility for any check-off monies after forwarding same to the escrow. The parties signatory hereto agree that the funds for the Ironworker's Political Action Committee will be administered solely by the Union and the rules governing the Committee.

3.17.7 – The Employer agrees to honor the Employees voluntary deduction authorization for Local 402 of (.01) one cent per hour to the United Way.

3.17.8 – International Dues Check Off: The Employer agrees to deduct from the Employees wages the International Union Dues on a per week deduction, providing the Employee signs a properly executed agreement. The monies will be remitted directly to Local Union 272 on a monthly basis.

3.18 – APPRENTICES: The Apprentice to Journeyman ratio and/or wage scales or percentages may be different from the ratio and/or wage scales or percentages specified herein to the extent provided, permitted, or required by an applicable Agreement. The ratios and/or wage scales or percentages provided in such Agreement shall be applicable in accordance with such Agreement when certified by the Southeastern Council of Ironworker Employers, Inc. and the Local Union.

3.18.1 - COMPLIANCE: The rates of pay applicable to Apprentices, trust fund contributions applicable to Apprentices, and permissible Apprentice / Journeyman ratios shall be complied with by each Employer subject to or signatory to this Agreement.

3.18.2 – TERMINATION: Any Apprentice who has been canceled from the Apprenticeship Training Program (and has not been readmitted by action of the Joint Apprenticeship Committee) or who has dropped out of the Program shall not be permitted to register for employment or to enter the Apprenticeship Program or any Local Union covered by this Agreement, such person may not be dispatched as a Journeyman or Non-Journeyman.

3.18.3 JOINTLY ADMINISTERED TRUST: The SCIE and the Union agree to maintain a Joint Apprenticeship Training Trust, which shall continue to be administered jointly, and shall continue the Joint Apprenticeship Training Program, acceptable to, and approved by, the Department of Apprenticeship of the applicable State, and the Bureau of Apprenticeship and Training of the U.S. Department of Labor. The parties agree they will, in good faith, actively continue to participate in normal functions of the Ironworkers Joint Apprenticeship Committees already established and approved for the duration of the Agreement. Each Employer agrees to maintain, in his employ, only Apprentices who fully comply with the J.A.T.C. Standards. Each Employer further agrees to hire and maintain, in his employ, the full complement of Apprentices as set forth in this Agreement, if such Apprentices are available.

3.18.4 – STANDARDS: Each Employer subject to or signatory to the Agreement shall be bound by the current approved Local Apprenticeship Standards.

3.18.5 – NOTIFICATION OF EMPLOYER: Apprentices will not be sent to the job without prior notice to the Employer.

3.18.6 – TERM: The terms of Apprenticeship shall not be less than eight thousand (8,000) hours of reasonably continuous employment in and approved schedule of work experience, over a time of not less than four (4) years. This shall consist of not less than eight periods of one thousand (1,000) hours each, together with satisfactory completion of the related supplemental instructions.

3.18.7 – APPRENTICE WAGES & BENEFITS: All benefits shall be paid on a straight time basis and remitted to the Funds Escrow Agent for the Local Union in whose territory the work is permitted. The hourly rate for wages and benefits for each hour worked in the jurisdictional territory of the Local Unions shall be as indicated in the Wage and Benefit Addendum attached hereto other than the limitations imposed by Section 3.18.8.

3.18.8 – BENEFIT CONTRIBUTIONS: During the first three thousand (3,000) hours of an Apprentice's or Non-Journeyman's employment, regardless of classification, Health and Welfare contributions will be made at seventy five cents (.75) per hour until the completion of 3,000 hours of employment. After the completion of said 3,000 hours of employment, the Apprentice Ironworker or Non-Journeyman shall receive contributions as required by Plan A benefits currently at the rate of \$3.55 per hour for Local Union 272, and the rate of \$3.65 per hour for Local Union 402.

3.18.8.1 PENSION CONTRIBUTIONS: During the duration of an Ironworker Apprentice's or Non-Journeyman's employment, regardless of classification, there shall be no pension contributions for Apprentices or Non-Journeymen working in the jurisdiction of Local Unions 272 and 402 until the completion of eight thousand (8,000) hours of employment. After the completion of said 8,000 hours of employment, and change of classification from Apprentice to Journeyman, or Non-Journeyman to Journeyman status, pension contributions shall be received.

3.18.8.2 – Effective January 1, 2007 Health and Welfare contribution required for Plan A for Local Union 272 will be \$3.55 per hour and the rate of \$3.65 per hour for Local Union 402.

3.18.8.3 – Effective on or about June 1, 2007 the Benefit rate for Health Coverage for Non Journeymen will be seventy five (\$.75) cents per hour until such time they receive Journeymen status.

3.18.9 – EFFECTIVE DATES: Any change in Apprentice Classification shall become effective the first full pay period following the notification of the Apprentice's satisfactory completion of each 1,000 hours of on-the-job training and related training requirements.

3.18.10 – **OTHER CONTRIBUTIONS:** All contributions, other than the limitations imposed by Section 3.18.8, shall be paid in accordance with this Agreement.

3.19 – **CHECK-OFFS:** The Apprentice Ironworker or Non-Journeyman will be paid benefits, except as limited hereinabove, and will pay check-offs as indicated by the individual Local Unions.

3.20 – **RATIO:** The Employer shall be allowed to employ 33- 1/3% of Apprentices **and or Trainees** in his overall workforce.

3.21 – **NON-JOURNEYMEN NOT ENROLLED IN THE STATE REGISTERED APPRENTICESHIP PROGRAM:** All Non-Journeymen Ironworkers not presently enrolled in the State Registered Apprenticeship Program shall be slotted into the Joint Apprenticeship Training and Journeyman Upgrading to the appropriate level of skill and experience.

3.22 – **ENROLLMENT IN THE STATE REGISTERED APPRENTICESHIP PROGRAM:** The Non-Journeymen Ironworkers shall be enrolled into the State Registered Apprenticeship Program if they meet the applicable standards.

3.23 – **PROVISION FOR NON-INDENTURED APPRENTICES:** Non-Journeyman Ironworkers who do not meet the standards to be enrolled in the State Registered Apprenticeship Program shall be provided training by the JATC, wages set in accordance with the Apprentice wage tables, and their progress shall be monitored by the JATC. These Non-Journeymen will not be enrolled in the State Registered Apprenticeship Program, but will be enrolled in the Non-Registered Apprenticeship Program. Where appropriate skills and experience are demonstrated by a Non-Journeyman in the Non-Registered Apprenticeship Program, up to 3 ½ years of credit (7000 hours) may be awarded by the JATC. In order to complete the Non-Registered Apprenticeship Program, and become eligible for Specialty Journeyman status, Non-Journeyman shall progress through the Non-Registered Apprenticeship Program and shall receive at a minimum, Safety, Rigging, Flagging (crane signaling) and Construction English.

3.24 – **INTENT OF APPRENTICESHIP:** The intent of the Non-Registered Apprenticeship Program is to provide an avenue for recruits from the construction workforce (whose enrollment in the State Registered Apprenticeship Program would be inappropriate) to receive training and progress in an orderly manner towards Specialty Journeyman status. This program is not intended to compete for candidates with the State Registered Apprenticeship Program; this program is merely an evolution of the Utility Ironworker or Trainee program.

3.25 – **NON-JOURNEYMEN DEFINITIONS:**

3.25.1 – **NON-JOURNEYMAN:** Any Ironworker who has not attained Journeyman status by successfully completing the Ironworker Apprenticeship Program; or who is not a Journeyman Ironworker, Journeyman Rodman, Journeyman Structural Ironworker, Journeyman Ornamental Ironworker, or other Journeyman Specialty Ironworker. All Apprentices (Probationary, Indentured, and Non-Indentured), Pre-Apprentices, Trainees, Utility Ironworkers, Permit Ironworkers, etc., are considered Non-Journeymen.

3.25.2 – **APPRENTICE:** Any Ironworker enrolled in the State Registered Ironworker Apprenticeship Program; or any Ironworker enrolled in the Non-Registered Apprenticeship Program.

3.25.2.1 – **INDENTURED APPRENTICE:** Any Ironworker enrolled in the Non-Registered Apprenticeship Program.

3.25.2.2 – **NON-INDENTURED APPRENTICE:** Any Ironworker enrolled in the Non-Registered Apprenticeship Program (previously known as the Utility Ironworkers or Trainees).

3.25.2.3 – **PROBATIONARY OR PRE-APPRENTICE:** Any Non-Journeyman Ironworker not yet enrolled in the State Registered Ironworker Apprenticeship Program or the Non-Registered Program.

3.25.3 – **EMPLOYEE APPLICANTS:** Employee applicants, whether Probationary, Pre-, Non-Indentured or Indentured Apprentice Ironworkers, will be “slotted” by mutual agreement of the Union, JATC, and the Employer.

ARTICLE 4 – STRIKES AND LOCKOUTS

4.1 – The parties hereto agree that there shall be no lockouts on the part of the Employers. The Unions covered by this Agreement shall not, for any reason, engage in any strike, slowdown, work stoppage, planned inefficiency, or other interference with the work, or threat or inducement of the same, during the time of this Agreement and any extension thereof.

4.2 – It is agreed mutually there shall be no jurisdictional strikes by the Union and no lockouts authorized by the Employer.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 - All disputes arising under the terms of this Agreement, except work assignments. And disputes relating to the several Funds shall be settled as follows:

STEP 1: Any grievance by a Union Representative or an Employer Representative shall be verbally expressed to the other through the chain of command to reach those in authority, such as the Steward and Superintendent, within seventy-two (72) hours (three (3) working days) of the time the grievance or the grievance is null and void. A meeting shall be held off the jobsite and a serious and sincere effort shall be made between the parties of the dispute to arrive at a settlement. If they cannot agree, either party may submit the dispute, in writing, to the Joint Grievance Committee within one hundred twenty (120) hours (five (5) working days), excluding Saturdays and Sundays. Such notice shall be supplied to the Local Union business office and to the office of SCIE.

STEP 2: Upon receipt of the notice by the Union business office and the office of SCIE, they will then contact one another and establish a meeting date, place (off the job site), and time, within one hundred twenty (120) hours (five (5) working days), excluding Saturdays and Sundays, of the receipt of such notice for the Joint Committee to meet. This time limit can be extended by mutual agreement. The Joint Committee shall be composed of the Business Manager and one (1) Labor Trustee of the Local Union, not involved in the dispute, and the President of SCIE and a signatory Employer, not involved in the dispute, designated by the SCIE. These four (4) individuals will jointly agree upon a fifth party who will be an Accredited Certified Arbitrator. The decision of the Joint Committee shall be rendered verbally at the conclusion of the meeting and distributed in writing, by the President of the SCIE, within five (5) working days, excluding Saturdays and Sundays, and shall be final and binding on both parties subject to judicial review.

5.2 - The decision of the Joint Committee shall be final and binding on the parties to the dispute.

5.3 - Except by mutual written agreement, all timeliness provisions must be complied with and failure of either party to comply shall constitute default and waiver by that party of its position and/or claim as the case may be.

5.4 - The parties to the dispute shall equally share the expenses of the Joint Committee, Chairman and meeting facilities, and shall individually be responsible for all their own expenses and fees of their attorneys, if any. If any Employer or Union fail and/or refuse to abide by a decision of the Joint Committee, that party shall be liable for any reasonable attorney's fees and court costs incurred in enforcing the decision in a court of competent jurisdiction.

5.5 Each Employer signatory to this Agreement, having recognized SCIE as its exclusive bargaining agent for all mandatory and discretionary subjects of collective bargaining including the contents of this Agreement and its administration and any extensions, additions or modifications thereof, acknowledges that SCIE, as to all matters in, under and during this Agreement, (including but not limited to decisions of the Joint Committee and the Industry Conditions Contract Committee) shall not be held liable for its deliberations, judgments, opinions and/or decisions rendered and/or agreed upon, respecting this Agreement, its administration and/or modification.

ARTICLE 6 – INDUSTRY CONDITIONS CONTRACT COMMITTEE

6.1 - The parties to this Agreement recognize that maintaining harmony between Labor and Management is essential to the delivery of on time and budget quality construction. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific performance of the parties in the agreed upon goals of this Agreement. However, the Committee is specifically prohibited from taking any action, which may cause the removal or replacement of the Southeastern Council of Ironworker Employers, Inc. as the Employer Representative.

6.2 - If serious problems develop regarding this Contract, work practices, or other events and/or actions in contradiction of this Agreement, the Local Union Business Manager and the President of the SCIE, will be notified immediately and a meeting will be established within forty-eight (48) hours. The Committee is composed of Business Manager of each Ironworkers Local Union signatory to this Agreement and one signatory Employer domiciled within the jurisdiction of each Local Union. Their decision will be distributed in writing, within forty-eight (48) hours to all parties of interest and a permanent file will be kept at the Local Union Offices and the Office of the SCIE

6.3- A quorum consists of **four (4) Business Agents, three (3) Contractors**, and the SCIE President.

ARTICLE 7 - STEWARDS

7.1- The working steward, appointed by the Business Agent, will not be entitled to preferential treatment by the Employer and will be subject to discipline (including discharge) to the same extent that other employees are. The Employer will make a reasonable effort to notify the Union prior to discharging a Steward.

7.2 - When Ironworkers are laid off, the Steward will be the last man laid off providing he is qualified and capable of doing the work.

ARTICLE 8 - GENERAL CONDITIONS

8.1- The Employer shall be the sole judge of the Employee's capability to perform the work in a competent manner.

ARTICLE 9 - SUBCONTRACTORS

9.1 – The Terms and conditions of this Agreement, insofar as it affects the Employer, shall apply equally to any Subcontractor under the control of, working under oral or written contract with, such Employer on any work covered by this Agreement and said Subcontractor, with respect to such work, shall be considered the same as a Contractor covered hereby. Subject to the provisions of this Agreement applicable to Subcontractors, an Employer who subcontracts work covered by this Agreement shall state in such subcontract that the Subcontractor agrees to be bound by and comply with terms and provisions of this Agreement.

9.2 – A Subcontractor is defined as any person, firm, or corporation who agrees, under contract with the Employer, or Subcontractor of the Employer, of any tier, to perform on the jobsite any part or portion of the construction work covered by the prime contract.

9.3 – The Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded, or diminished by subcontracting. Should the Employer elect to subcontract, the Employer shall continue to have such primary obligation.

9.4 – Each Employer shall give the Union written notice of any subcontract involving performance of work covered by this Agreement, which shall specify the name and address of the Subcontractor and job. Such notice shall be given not less than five (5) days prior to commencement of work.

9.5 – The Union and the Employers agree that there may come a time when the work of ironwork not customarily performed by the Employer is subcontracted because the Employer will either be unable to perform the work competitively, or sub-contract the work to another signatory Employer competitively. In that event, the Employer will give the Union written notification by U.S. Mail or Fax of such circumstances and will afford the Union the opportunity to find an alternative Subcontractor or arrangement that in the sole determination of the Employer permits the work to be done under this Agreement. If after reasonable time, commensurate with the schedule of the work, and as may be mutually determined by the Employer and the Union, the Union is unable to provide an acceptable alternative; this provision on such work is not applicable.

ARTICLE 10 – MAINTENANCE OF STANDARDS

10.1 – **EQUALIZATION OF TERMS:** In the event the Union negotiates a written or oral contract which grants to any Employer privileges, terms, or conditions of employment more advantageous than those contained in this Agreement, then any Employer signatory to this Agreement shall have the immediate rights to adopt such contract in the geographic jurisdiction of the Local Union for which it has been negotiated. Whether or not a privilege, term, or condition of employment is more advantageous shall be determined solely by such Employer.

10.2 - **EQUALIZATION OF CONTRIBUTIONS:** In order to eliminate any competitive advantage to any Employer obligated to make payments at the rates set forth herein, an Employer not required to make Contract Management Fund payments who notifies the Escrow Agent in writing simultaneously with the payment of contributions hereunder that such Employer is not required to make such payments, shall add such Contract Management Fund payment to the required contribution to the Apprenticeship Fund, or make such payment to the Contract Management Fund.

10.3- **WAGE EQUALIZATION:** Notwithstanding anything contained herein, the total wage and benefit package paid by the Employer to Employees under this Agreement shall not be less than the greater of the rates and benefits under this Agreement and the highest wage and benefit package paid on the covered project by the Employer to Employee members or other Unions affiliated with the Building and Construction Trades Unions of the AFL-CIO.

ARTICLE 11 – DRUG FREE WORK PLACE

11.1 - The Union and the Employers recognize that Employee use of drugs and alcohol is a safety and health hazard that has an intolerable cost impact to the Employee and his or her family's health and welfare. Further, Employee use of drugs and alcohol result in high rates of absenteeism and an increased incidence of accidents to the Employee and the Employer's co-workers, increasing the Employer's costs. Increased costs reduce contracting opportunities for the Employer and employment opportunities for the Employee.

11.2 – It is the objective of the Union and the Employers to establish and maintain a work environment that is free from the effects of drug and alcohol use. Therefore, any Employer under this Agreement may establish a substance abuse program in compliance with Federal, State, or Local Laws, including but not by way of limitation, Drug Free Workplace FS 440.101, 440.102, and Rule 38F-9, Florida Administrative Code, established by the State of Florida, Department of Labor and Employment Security, Division of Worker's Compensation Insurance. Employers establishing such substance abuse program shall provide the Union and the Southeastern Council of Ironworker Employers, Inc. with a copy of the Employer's Drug Free Workplace Policy.

11.3 – The cost, including but not by way of limitation, of pre-employment testing, reasonable suspicion testing, fitness for duty testing, random testing, post-accident testing, administration and education shall be paid by the Employer. However, any re-testing, Employee's Assistance, and treatment requested by the Employee, is at the expense of the Employee.

11.4 – Any Employee in possession of drugs, or under the influence of alcohol or drugs will be terminated.

ARTICLE 12 – SAFETY PROVISIONS

12.1 – The Employer and the Employee will conform to all Federal, State, and Employer's health and safety regulations applicable to work covered by this Agreement and the general working rules of the International.

12.2 – The Union and the Employers agree, in the interest of safety and as a condition of employment, all Employees will comply with the Employer's safety rules including those listed herein below:

SAFETY SHOES: All Employees will furnish and wear safety shoes at all times.

HARD HATS: All Employees will furnish and wear their own OSHA approved hard hats at all times. At the Employer's option, Employees may be permitted to sign for same.

WELDERS: Welders will be provided assistance under hazardous conditions.

BURNING AND WELDING GALVANIZED METAL: When there is not sufficient ventilation, OSHA Article 1518.57 and 1518.353 will be referred to.

ARTICLE 13 – HEALTHCARE, PENSION, APPRENTICESHIP, AND ALL OTHER FUNDS

13.1 - **ESTABLISHMENT OF THE FUNDS:** Each respective Fund, for the separate purposes hereinafter set forth, by Employer contributions, as hereinafter provided, are hereby established. Funds and Fund Protection Rules and Agreement are available for Employer's inspection at the offices of Local Unions 272 and 402, and the offices of the Southeastern Council of Ironworker Employers, Inc. and are adopted by this Agreement as if it were set forth fully and at length herein.

13.2- **FUNDS PROTECTION:** The contributions, dues check-off and political action contributions as described in Section 3 of this Agreement, are required to be paid to the Escrow Agents of each Local Union, for each hour worked in such Union's claimed territorial jurisdiction, by each Employee covered under this Agreement are as stated in the Master Agreement Wage and Benefit Addendum for Locals 272 and 402 and Signatory Contractors.

13.3 - **CONTRIBUTION DUE DATE:** Contributions shall be mailed or hand delivered to designated Escrow Agents on or before the fifteenth (15th) day of the month immediately following the month in which the labor was performed for which contributions are due. For example, if employees worked during the month of May, contributions would be due no later than June 15.

13.4 - **EMPLOYER CONTRIBUTIONS:** Employer will make contributions to the Fund's Escrow Agents as specified on the monthly reporting forms sent to all Signatory Contractors by the Fund's Escrow Agents. The Union and Fund Escrow Agents reserve the right to change habitually delinquent Signatory Contractors from monthly contribution payments to weekly contribution payments to ensure the payment of contributions. The Employer will make two separate payments on a monthly basis as such:

13.4.1 - **SOUTHEASTERN HEALTHCARE PLAN - HEALTH AND WELFARE CONTRIBUTION:** Employer agrees to remit payment for the Health and Welfare contributions to the Health and Welfare Plan Administrator GEM GROUP, Inc., for Local Unions 272 and 402. Contribution Delinquencies will be handled in the manner as discussed in Section 14.3 of this Agreement as well as in the Funds and Funds Agreement.

13.4.2 - **PENSION AND ALL OTHER CONTRIBUTIONS:** the Employer agrees to remit payment for all other contributions (**Pension, District Council, JATC, IMPACT, 3% Gross Check-Off Working Assessment (Local 272), 4% Gross Check-Off Working Assessment (Local 402), Sick and Distress (Local 272), Organizing, IPAL, AND LPAC**) to the designated Funds Escrow Agent assigned for each Local Union on a monthly basis by the Employer. Contribution Delinquencies will be handled in the manner as discussed in Section 14.3 of this Agreement as well as in the Funds and Funds Agreement

ARTICLE 14 – CALL BY NAME

14.1 - In order to ensure that Employers have a steady source of competent Employees whose skills are known to them, the Employer shall have the right, on any job, to request by name any applicant for employment according to classification and/or qualification on the "A" list. When requested by the Union, the requesting Employer shall confirm the request in writing to the Union within seventy-two (72) hours.

ARTICLE 15 - REFERRAL OF EMPLOYEE APPLICANTS

15.1 - In order to maintain an efficient system of production in the industry, to provide for an orderly procedure of referral of applicants for employment, and to preserve the legitimate interests of the Employees in their employment, the Employer and the Union have agreed to a plan of referral of applicants to employment. Such Plan of Referral, available for Employer's inspection at the offices of Local Unions 272 and 402, and the offices of the Southeastern Council of Ironworker Employers, Inc., is adopted by this Agreement as it were set forth fully and at length herein.

15.2 – **EMPLOYERS RIGHTS:** The Employer shall have the right to employ directly a minimum number of key Employees who may consist of a Superintendent, General Foreman, and Foreman. In addition, the Employer shall have the right to employ directly, on any job in the locality in which the Employer maintains a principle place of business, all Employees required on such job or jobs, provided such Employees are regular Employees of the Employer who have been employed by him forty percent (40%) of the working time of the applicant during the previous twelve (12) months. On jobs of the Employer located outside the locality in which he maintains a principle place of business, the Employer shall have the right to ship and may maintain a ratio of forty percent (40%) of his Employees on the job. The remaining sixty percent (60%) of his Employees shall be referred by the Local Union having jurisdiction.

15.3 - **TRANSFER:** No provision of this Article shall constitute a limitation of the right of an Employer to transfer Employees on his payroll from time to time from place to place at the discretion of the Employer within the jurisdiction of the Local Union to referring such employees for employment.

15.4 - **REFERRAL:** All other Employees required by the Employer shall be furnished and referred to the Employer by the Union.

15.5 – **REJECTION:** The Employer shall have the right to reject any applicants referred by the Local Union.

15.6– **24 HOURS:** In the event the referral facilities maintained by the Local Union are unable to fill the requisition of a Employer for Employees within a twenty-four (24) hour period (with the exception of Saturdays, Sundays, and Holidays), the Employer may employ applicants from any source. In such event, the Employer will notify the appropriate Local Union of the names, addresses, social security numbers, and dates of such hiring. Such notification shall be given promptly for referrals for said Employees.

15.7– **NOT FOR REHIRE:** No individual who is rejected by the Employer shall be referred back to such Employer.

15.8 – **APPRENTICES:** Apprentices shall be hired and transferred solely in accordance with the applicable Apprenticeship Standards Agreement.

15.9 - **EQUAL EMPLOYMENT OPPORTUNITY:** The Employers and the Union recognize they are required by law not to discriminate against any person with regard to Employment or Union Membership because of race, religion, age, color, sex, national origin, or ancestry, and hereby declare their acceptance and support of such laws. This shall apply to hiring, placement for employment, training, including Apprenticeship.

ARTICLE 16 – SCOPE OF AGREEMENT

16.1 - This amended and restated Agreement, Addenda and Amendments thereto contains the full and complete Agreement on all subjects upon which the parties did bargain or could have bargained. All matters not included in this Agreement are expressly waived by the Union including but not limited to local working conditions, local and/or area practices and local customs. The Employer retains all rights, power, and authority, except those specifically abridged or modified by this Agreement.

ARTICLE 17 - SAVINGS CLAUSE

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

ARTICLE 18 – DURATION

18.1 - This Agreement and any amendments thereto made, as provided for herein, effective October 1, 2006, and shall remain in full force and effect until midnight, September 30, 2007, unless written notice be given by either party to the other at least one hundred twenty (120) days, but not more than one hundred fifty (150) days, prior to such date of a desire to change, modify, amend, or terminate this Agreement, it shall continue and remain in effect from year to year thereafter unless notice is given in writing by either party to the other at least one hundred twenty (120) days, but not more than one hundred fifty (150) days, prior to the expiration of such contract year.

18.2 - Any proper notice prior to the expiration date of any subsequent anniversary year, as provided in this Article, given by either party to the other, expressing a desire to change, modify, or amend the provisions of this Agreement, shall not have the effect of terminating this Agreement at that time. In the event no agreement is reached by the due process of negotiations of any subsequent year, either party may give written notice of intention to terminate the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Fort Lauderdale, Broward County, State of Florida.

FOR THE UNIONS:

**Dewey Tyler, Business Manager
Ironworkers Local Union No. 272**

**Sean Mitchell, Business Manager
Ironworkers Local Union No. 402**

FOR THE EMPLOYERS:

**Al Bergel, President
Southeastern Council of Ironworker Employers, Inc.**

GREATER SOUTH FLORIDA AGREEMENT

Between

IRONWORKERS LOCAL UNION NO. 272- FORT LAUDERDALE, FLORIDA

IRONWORKERS LOCAL UNION NO. 402- WEST PALM BEACH, FLORIDA

Of the

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,

ORNAMENTAL, AND REINFORCING IRONWORKERS

AND

SOUTHEASTERN COUNCIL OF IRONWORKER EMPLOYERS, INC.

This will acknowledge that the undersigned, acting on behalf of:

(COMPANY NAME)

Hereby accepts, adopts, and agrees to be bound by each and every term and provision, including those which create and require contributions to Healthcare, Apprenticeship, Pension, Management Contract Fund, III, International Political Action League, Local Political Action Committee, District Council, and Check-offs, all contained in that certain Greater South Florida Agreement (Collective Bargaining Agreement), made and entered into July 19, 2007, and Addendum and/or Amendments thereto, entered into October 1, 1994 if any, and Addendum and/or Amendments thereto, at Fort Lauderdale, Broward County, Florida between Ironworkers Local Unions No. 272 and 402 of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers, AFL-CIO, and the Southeastern States Council of Ironworker Employers, Inc.

By the execution of this undertaking, the undersigned expressly acknowledges that he has received and examined a true and exact copy of the aforementioned Greater South Florida Agreement (Collective Bargaining Agreement), and Funds and Funds Protection Agreement. In addition, the undersigned Employer adopts and accepts as his representative in the administration of the aforementioned Welfare, Apprentice, and Pension Funds those Trustees who are acting as Employer Trustees and each and every term and provision of the Trust Instrument pursuant to which said funds are administered.

By the execution of this undertaking, the undersigned expressly acknowledges and confirms that the Employer is satisfied that the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers Local Unions No. 272 and 402, represents a majority of the Employers Employees in the Greater South Florida Agreement (Collective Bargaining Agreement) between the Employer and Locals 272 and 402. The Employer hereby confirms that Locals 272 and 402 has majority status under Section 9 (a) of the National Labor Relations Act, as amended, in the above-described bargaining unit.

The aforementioned Master Agreement (Collective Bargaining Agreement) and Addendum shall be in force until September 30, 2010.

Accepted for Company:

Date: _____

(Print Name and Title)

(Employer's Local Phone Number)

(Signature of Employer listed above)

(Employer's Local Fax Number)

(Employer Street Address)

(Employer's Cellular Number)

(Employer City, State, and Zip Code)

Employer's Worker's Comp. Insurance Carrier

(Print Name of Worker's Comp. Insurance Carrier)

(Street Address of Worker's Comp. Ins. Carrier)

(Telephone Number of Insurance Carrier)

(City, State, and Zip Code of Worker's Comp. Ins. Carrier)

Accepted for the Union:

Date: _____

(Signature of Union Business Representative)

(Printed Name of Union Business Representative)

