

MASTER 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

MASTER AGREEMENT

OCTOBER 1, 2007 through September 30, 2010

This Agreement, amended and entered into this 19th day of July, 2007 in Fort Lauderdale, 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.

1. RECOGNITION

The Ironworker Local Unions 272 and 402 as named herein above, 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.

The term “Union” or “Local Union” when used hereinafter in this Agreement refers to the Local Union in whose territorial jurisdiction the work is being performed.

1.2 The Ironworker Local Unions 272 and 402 as 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 Each Employer signatory or otherwise bound by this Agreement designates and acknowledges the Southeastern Council of Ironworker Employers, Inc., hereinafter referred to as the “SCIE”, as its exclusive representative for this Collective Bargaining Agreement and all matters covered and otherwise contained herein, including but not limited to both mandatory and discretionary subjects of collective bargaining, as the context applies, and shall remain said Employer’s exclusive agent for such purposes both during the term of this Agreement and any modifications thereof and following the termination of the Agreement for and during the negotiations and 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.

1.4 **Scope of Work:** The purpose of this agreement is to cover Work which is of an industrial nature and would include, but is not limited to, Work at Power Plant sites and related facilities within the property limits, Work at or on structures housing manufacturing and processing facilities. It shall be the responsibility of the Employer, when considering this type of Work, to verify with the Union whether or not the work in question falls within the scope of the Master Agreement.

(October 1, 2007)

Master Agreement

2. MANAGEMENT RIGHTS

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: Hire the Employees from the Union subject to the guidelines as in the Referral Clause of this Agreement; discharge of 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 work force 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 the same.

The Employer shall issue termination slips, indicating reason for termination.

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, except, however, the Union agrees its employee members shall perform any work assigned to the Union by the Employer which the Employees covered hereunder are qualified to perform.

3.1.1. 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.

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 hereinafter set forth.

3.3 **HOURS OF WORK:** The workweek, except as otherwise specified in this Agreement, shall start at 7:00 a.m. Monday and conclude the following Monday at 7:00 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 hour lunch period at the mid-point of the 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.

3.3.1 **WORK WEEK OPTIONS:** 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 limitations that it gives the Union seven (7) calendar day's notice of such change and maintain such schedule for a minimum of one week.

3.3.2 **MAKE-UP DAY:** The Employer at his option, may schedule a make-up day on Friday (if a four (4) day week is scheduled) or on Saturday (if a five (5) day week is scheduled; provided that the hours scheduled on the make-up day shall be the same as the regularly scheduled work day for that work week.) Employees will receive straight time for a Friday or Saturday make-up day. It is recognized that make-up days can cause employees to work over forty (40) hours in the work week and that they then, subject to the anti-pyramiding provisions, will receive time and one-half their regular rate for the hours in excess of forty (40) hours.

3.4 **CHANGES IN STANDARD WORK WEEK:** It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work will be considered. Any such proposed modifications of the standard workweek shall be submitted by the Employer to the Industry Conditions Contract Committee for approval. The Committee, in reaching a decision, shall take into consideration the project schedule, manpower requirements, the geographic locations of the project and other appropriate factors. Such approval shall only cover the specified project.

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.

3.6 **SHIFT WORK:** The Employer has the option to schedule three eights, two tens or two twelve's.

3.6.1 Shift hours and rates will be as follows:

First Shift: Eight (8) hours pay for eight hours worked, plus one-half (1/2) hour unpaid lunch period.

Second Shift: Eight (8) hours pay for seven and one-half (7 1/2) hours worked, plus one-half (1/2) hour unpaid lunch period.

Third Shift: Eight (8) hours pay for seven hours worked, plus one-half (1/2) hour unpaid lunch period.

3.6.1.1 Shift shall be established and continue for three (3) consecutive days.

3.6.1.2 If only two (2) shifts are to be worked, the Employer may regulate starting times of the two shift operations to permit the maximum daylight hours.

3.6.2 Employee applicants referred by the Union for second or third shifts will have hourly rates, to include the \$.25 premium. Shift premium for overtime hours, if any will be \$.375 for time and one-half, and \$.50 for double time.

3.7 **COFFEE BREAKS:** There shall be one coffee break or rest break period in the morning. When either a regular scheduled eight (8) or nine (9) hour shift is in effect and works beyond ten (10) hours, there shall be a break in the afternoon. When a regular ten (10) hour shift is in effect, there shall also be a 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 (9)* hours of work per day, and two (2) times his regular rate of pay for all hours worked on Sunday or Holidays recognized by Section 3.9 of this Agreement.

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 Notwithstanding anything contained in this Agreement to the contrary, holidays recognized herein are unpaid holidays, unless otherwise worked at the request of the Employer. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property.

3.9.2 In the event a holiday falls on Saturday or Sunday, the following workday shall be observed as such Holiday.

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 two (2) hours, the Employer shall pay him for two (2) hour's time, weather permitting work, provided such Employee remains on the job for said two (2) hours. On jobs of more than two (2) hour's duration, all Employees shall be paid for actual hours worked.

3.11 **TOOLS:** Workers shall furnish for their own use all necessary hand tools to enable them to effectively install all work. Tools broken on the job furnished by the Employee shall be replaced by the Employer. Employees shall exercise reasonable judgment in the care and protection of the Employer's tools.

3.11.1 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 the 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.

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

WAGE RATES AND OTHER REMUNERATION

3.15 **PAY DAY:** Wages will be paid weekly on a designated day during working hours and in no case shall more than five (5) days pay be held back in any one payroll week. 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 paycheck 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 payday 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 **LAYOFF:** 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 to 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 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 **CHECKING IN AND OUT:** The Employer may utilize brassing, time clocks or other systems to check Employees in and out. Each Employee must check himself in and out. The Employer will provide adequate facilities for checking in and out in an expeditious manner.

3.17 **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 Unions shall be as indicated in the Wage and Benefit Addendum attached hereto.

3.18 **UNDERWATER WORK:** If the Employer, through the Union's Hiring Hall, requests a certified diver, and he reports to work as a Diver, and no diving work is available, he shall receive (2) hours wages at the Diver's rate of pay.

3.18.1 By mutual consent of the Employer and the Diver, he may work with the Ironworker crew at the diving scale.

3.18.2 If the Diver dives, he shall receive a minimum of four (4) hours at the applicable diving scale.

3.18.3 If a Diver dives in excess of four (4) hours in a workday, he shall receive eight (8) hours pay at the diving scale.

3.18.4 The wage and fringe benefit package shall be as indicated in the Wage and Benefit Addendum attached hereto.

3.18.5 The Diver and/or Tender shall furnish their own diving equipment and shall be paid thirty-five dollars (\$35.00) per day for such equipment.

3.18.6 Divers shall furnish (2) full bottles of air the first day of each diving operation. Any additional air required during such operation shall be furnished by the Employer. It shall be mandatory that a certified Diver supervise the filling of all air tanks.

3.18.7 No diving shall be done without a full time Tender in the immediate diving area. The Tender shall be a certified diver with full gear. Tenders shall receive the divers rate per hour while tending divers.

3.18.8 When one (1) or more Divers are employed, one (1) shall be appointed foreman by the Employer and shall be paid the applicable Foreman's pay.

3.18.9 The number of Divers to be employed on a job shall be determined by the type of job, the danger involved, the area where the job is to be performed, and shall be determined by the Diver or Divers and the Employer.

3.19 **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.

3.20 **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.

3.21 **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 five (\$.05) 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 Unions 272 and 402's Sick and Distress Fund.

3.22 **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 Unions 272 and 402's Organizing Fund.

3.23 **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. 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.

3.24 **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.

3.25 **APPRENTICES:** The Apprentice to Journeyman ratio and/or wage scales or percentages may be different from the ratio and/or wages 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 SCIE and the Local Union.

3.25.1 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.

3.25.2 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.

3.25.3 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.

3.25.4 Each Employer subject to or signatory to the Agreement shall be bound by the current approved Local Apprenticeship Standards.

3.25.5 Apprentices will not be sent to the job without prior notice to the Employer.

3.25.6 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 signatory completion of the related supplemental instructions.

3.25.7 **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 is indicated in the Wage and Benefit Addendum attached hereto.

3.25.8 During the duration of an Ironworker Apprentice's employment, regardless of classification, there shall be no pension contributions for Apprentices working in the jurisdiction of Local Unions 272 and 402.

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

3.25.10 All contributions, other than the limitations imposed by Sections 3.25.8 shall be paid in accordance with this Collective Bargaining Agreement.

3.25.11 The Employer shall be allowed to employ 33-1/3 % of Apprentices, Trainees and Utility Ironworkers in his overall workforce.

3.25.12 The Apprentice Ironworkers, Trainees and Utility Ironworkers will be paid benefits, except as limited herein above, and will pay check-offs as indicated by the individual Local Unions.

4. JURISDICTIONAL DISPUTES

4.1 Jurisdictional disputes will be handled in accordance with the Ironworkers' Handbook of Agreements.

5. STRIKES AND LOCKOUTS

5.1 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 the Agreement and any extension thereof.

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

6. GRIEVANCE PROCEDURE

6.1 All disputes arising under the terms of this Agreement, except work assignment disputes relating to Health and Welfare, Pension, Apprentice Funds, IPAL, LPAC, District Council, Check-Offs, and IMPACT Account Receiving Agent, 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 serve as Chairman. 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.

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

6.3 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.

6.4 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.

6.5 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.

7. INDUSTRY CONDITIONS CONTRACT COMMITTEE

7.1 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.

7.2 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 verbal 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. 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.

7.3 A quorum consists of two (2) Business Agents, two (2) Contractors, and the SCIE President.

8. STEWARDS

8.1 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.

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

9. GENERAL CONDITIONS

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

10. SUBCONTRACTORS

10.1 The Employer agrees that neither he nor any of his Subcontractors will subcontract any work to be done under this agreement to a person, firm or corporation not a party to this Agreement. Any contractor or subcontractor working on a project covered by this Agreement shall as a condition to working on a project covered by this Agreement, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies, or equipment and the delivery thereof shall be in no case considered subcontracting.

11. DRUG FREE WORK PLACE

11.1 The Union and the Employees 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 Employee'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, Rules and Regulations. Employers establishing such substance abuse program shall provide the Union and the SCIE with a copy of the Employer's Drug Free Workplace Policy. 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 Assistance, and treatment requested by the Employee, is at the expense of the Employee.

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

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.

13. HEALTHCARE, PENSION, APPRENTICESHIP, AND ALL OTHER FUNDS

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 is adopted by this Agreement as if it were set forth fully and at length herein.

13.2 **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.

13.3 **FUNDS PROTECTION:** The contributions, dues check-off and political action contributions 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 Addenda for signatory Locals.

13.2 **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. Two separate payments will be made on a monthly basis by the Employer 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.

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, Sick and Distress, Organizing, IPAL, AND LPAC**) to the designated Funds Escrow Agent assigned for each Local Union on a monthly basis by the Employer.

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.

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 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 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 All other Employees required by the Employer shall be furnished and referred to the Employer by the Union.

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

15.6 In the event the referral facilities maintained by the Local Union are unable to fill the requisition of a Contractor for Employees within a twenty-four (24) hour period (with the exception of Saturdays, Sundays, and Holidays), the Contractor may employ applicants from any source. In such event, the Contractor 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 No individual who is rejected by the Employer shall be referred back to such Employer.

15.8 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.

16. SCOPE OF AGREEMENT

16.1 This Agreement, Addendum 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.

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.

18. DURATION

18.1 This Agreement and any amendments thereto made, as provided for herein, effective October 1, 2003, and shall remain in full force and effect until midnight, September 30, 2006, 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.

MASTER 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 Master 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 Master 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 Master 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)

COPIES: UNION * ADMINISTRATOR / HEALTH CARE ADMINISTRATOR * CONTRACTOR
And

SOUTHEASTERN COUNCIL OF IRONWORKER EMPLOYERS, INC.
11959 NW 37TH STREET, CORAL SPRINGS, FLORIDA 33065 OFFICE (954)340-8854 FAX (954)340-8856

