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Title: **Independent General Contractors of South Florida and South Florida Carpenters Regional Council, United Brotherhood of Carpenters and Joiners of America (UBC) (2003)**

K#: **8421**

Employer Name: **Independent General Contractors of South Florida**

Location: **Palm Beach FL**

Union: **South Florida Carpenters Regional Council, United Brotherhood of Carpenters and Joiners of America (UBC)**

Local:

SIC: **1540**

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Sector: **P**

Number of Workers: **3500**

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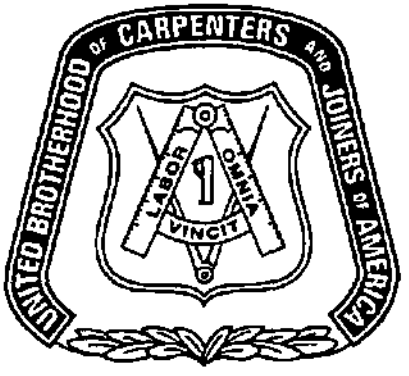
K 8421
3,500 workers

37 pp

SOUTH FLORIDA CARPENTERS REGIONAL COUNCIL



By and Between

The Independent General Contractors
Of South Florida

And the

United Brotherhood of Carpenters and Joiners
of America,
South Florida Carpenters Regional Council

APRIL 1, 2003 - MARCH 31,2006

I N D E X

ARTICLE		PAGE
I	RECOGNITION - DEFINITIONS - JURISDICTION	3
II	LABOR-MANAGEMENT COMMITTEE	6
III	MANAGEMENT RIGHTS	6
IV	HIRING - REFERRAL	7
V	HOURS OF WORK	8
VI	WAGES	10
	JOB CLASSIFICATIONS	10
VII	HOLIDAYS	15
VIII	GENERAL BENEFITS	15
IX	ON THE JOB ACCIDENTS	18
X	STEWARDS AND BUSINESS REPRESENTATIVES	19
XI	APPRENTICES	20
XII	HEALTH & WELFARE, PENSION, CHECK OFF, APPRENTICE TRAINING, and HEALTH & SAFETY FUND	21
XIII	PROVISIONS APPLICABLE TO FRINGE BENEFITS	22
XIV	CHECK-OFF	26
XV	DISPUTES	26
XVI	WORK STOPPAGES AND LOCKOUTS	27
XVII	RETROACTIVE PAYMENTS	28
XVIII	RE-OPENING - TERMINATION AND RENEGOTIATIONS	29
XIX	SEPARABILITY	29
ADDENDUMS:	Concrete (Scope of Work)	30
	Interior (Scope of Work)	31
	Tilt-Up (Scope of Work)	34
	Wage Appendix	35
	Signature Page	37

AGREEMENT

This Agreement is made and entered into effective as of the first day of April 2003 by and between the South Florida Carpenters Regional Council hereinafter referred to as the "Union" and _____ _____hereinafter referred to as the "Employer".

W I T N E S S E T H:

ARTICLE I

RECOGNITION - DEFINITIONS - JURISDICTION

1. Bargaining Representative:

A. The Employer, having received from the union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and, having been presented with or having been offered to be presented with, by the Union, proof that the union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grants recognition to the Union as the sole and exclusive collective bargaining representative of the unit employees covered by this collective bargaining agreement, pursuant to Section 9(a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

B. Employers covered by this Agreement shall be free to designate their own representatives for the purpose of collective bargaining and contract administration; however, such designations shall not affect the Employer's acceptance of the collective bargaining unit established by this Agreement.

C. Each individual Employer bound by this Agreement acknowledges that, at the time this agreement was signed, the Union represented a majority of the Employer's Employees performing work covered by this Agreement on each of the Employer's jobsites within the geographical jurisdiction of the Union.

2. Territorial Jurisdiction:

The parties agree and understand that the territorial jurisdiction of the Agreement is as follows:

Broward, Charlotte, Collier, Dade, Lee, Monroe, Okeechobee, Indian River, St. Lucie, Martin, Hendry, Glades and the County of Palm Beach

3. Definitions of Employer - Insurance Coverage:

A. The word "Employer" as used in this Agreement is hereby defined to mean the person, firm or corporation agreeing in writing to be bound by this Agreement.

B. Each Employer shall provide Workers' Compensation coverage in accordance with the laws of the state of Florida.

C. If covered by law, each Employer shall provide coverage under the Unemployment Compensation laws.

D. Each Employer whose work is located on any island necessitating the crossing of a navigable stream or body of water, where the transportation is furnished by the Employer and requiring the use of aircraft, steamboat, motor launch, or any other character of vessel that may be used for transportation by water, shall provide in addition to Florida Workers' Compensation Coverage, insurance benefits under the Longshoremen and the Harbor Workers compensation Act.

E. The Union shall have the right to require each Employer to provide satisfactory evidence of the coverage provided in this Article and to require continued coverage so long as any Employee is employed to work under this Agreement.

4. Trade Jurisdiction:

A. The trade jurisdiction of the Union shall include all work, not jurisdictionally assigned to another trade/craft, commonly or historically performed by the several branches and subdivisions of the Carpenters, Joiner Trade and Lather Trades, all work assigned to the Union by internal union agreements, or assigned as a result of specific employer-union agreement; by operation of law or by precedent; all new work or work with new material, tools or processes which substitutes or replaces, in whole or in part, the work of Carpenters, Joiner Trade and Lather Trades, including but not limited to commercial fixture and trim, carpentry related maintenance, commercial window installation, scaffolding and rigging and specialty hardware and as more specifically identified in the attached "Scope of Work" addendum.

5. Definitions of Employee:

For purposes of this Agreement, the term "Carpenter" and "Employee" shall mean all Employees below the rank of Jobsite Superintendent, performing work under the trade and territorial jurisdiction of the Union, regardless of the job classification which the Employer may use in its records to describe such person.

6. Application of Agreement:

A. The parties agree that the terms of this Agreement shall as provided apply to and cover all Employees performing work for

signatory Employers on all jobsites within the trade and territorial jurisdiction of the Union covered by this Agreement. The parties further agree and understand that the Union and the Employer has certain autonomy, geographical limitations, and internal membership rules and regulations which are not intended to be interfered with in any way by the common negotiating and signing of this is Agreement.

B. Anything in this Section to the contrary notwithstanding, this provision will not operate to restrict the Employers right to move Employees into the geographical jurisdiction of the Union subject, however, to the Union's International Constitution.

C. The Employer will not abuse this privilege. In the event the Union's Business Representative determines abuse by any Employer and/or Employee, he or she shall reserve the right to refuse any further permits to that Employer or Employee subject, however, to the grievance procedure contained in this Agreement.

7. More Favorable Agreement:

A. Except as provided for herein, if the Union executes any agreement with any General Contractor or Sub-Contractor covering job-site construction work in the applicable market (scope of work), which provides wages, fringe benefits or working conditions which fall in the classification of mandatory subjects of bargaining, more favorable to that Employer than is contained in this Agreement, then, in that event, the Employer shall have the right to apply prospectively the more favorable provisions to exactly the same kind of work, only on the same kind of job site and only for the same duration, as were the subject of the more favorable agreement.

B. In the event the Union executes a different bargaining agreement covering any kind of specialized job site construction work, such as but not limited to residential, heavy and highway, restart construction or school construction, containing more favorable terms or conditions than are contained in this Agreement, then signers of this Agreement may, if they elect in writing to do so and if they perform the same type of specialized job site construction work, have the more favorable terms and conditions applicable to them, as may be negotiated into the said different agreement. The acceptance of the terms and conditions of said different agreement shall only be applicable to the work described in said agreement but shall not be applicable to all other work falling within the terms of this Agreement.

C. The parties further agree that if a different, more favorable, agreement is executed on a project basis, Employer signers of this Agreement shall only be permitted to apply the more favorable terms or conditions of said different agreement to the same project.

D. The Union further agrees that if the Union executes a different collective bargaining agreement pursuant to this paragraph it shall notify the Employers of such agreement, in writing, with such notice

occurring, if possible, at least five (5) working days in advance of the bid date.

ARTICLE II

LABOR-MANAGEMENT COMMITTEE

There shall be a Joint Construction Industry Labor-Management Committee consisting of 10 members, one-half of which will be selected by the Union and one-half of which will be selected by the Employer. The purpose of the Labor-Management Committee shall be the improvement of labor-management relationships, and the development and maintenance of better communication efforts between Employers, Union Representatives, Employees and all companies and persons involved in the construction industry. The Committee is authorized to develop and implement, if feasible, solutions to the labor-management related problems of the union-construction industry: provided, however, the Committee shall have no authority to implement any provision affecting wages, hours of work or other terms and conditions of employment of Employees covered by this Agreement, nor shall the Committee have any authority to implement any provision that is in conflict with any of the terms or conditions of this Agreement.

ARTICLE III

MANAGEMENT RIGHTS

1. Management Rights

A. Except as limited by this Agreement the Employer retains full and exclusive authority to make work assignments, to manage his or her operation and schedule his or her work. The Employer shall direct his or her working forces at his or her sole prerogative, including but not limited to hiring, promotion, transfer, lay-off or discharge, provide however that such prerogative is exercised in a non-arbitrary manner, without abuse of the employees under supervision. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of Employees. The Employer shall utilize the methods or techniques of construction, tools or other labor saving devices as he or she determines best. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked.

B. The aforementioned enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all legal rights not specifically covered by this Agreement.

C. When a Steward performs any safety work, it is agreed that he or she is acting as an Employee of the Employer under the Employer's direction and control.

2. There shall be no limit on production by Employees nor restrictions on the full use of tools or equipment. Employees shall perform any of the work of their craft and shall work under the supervision of foremen of this craft. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations or legitimate manning practices set forth in this Agreement.

ARTICLE IV

HIRING - REFERRAL

1. When carpenters are needed for work, the Employers shall call the appropriately located Union for Employees to perform work covered by this Agreement. The Employer may request Employees by name, which request shall be honored by the Union. The Union shall have two (2) working week days within which to refer Employees for employment. Upon the failure of the Union to do so, the Employer may employ carpenters from other sources. Notwithstanding any other provision(s) of this Article, neither the Employers nor an individual Employer shall have any responsibility of liability in connection with the operation or administration of the referral system.

2. **When an Employer hires or the Union refers Employees:**

A. The referring, hiring, lay-off and discharge of Employees shall be on a non-discriminatory basis, not based upon or affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation or Union membership, nor based upon or affected by race, religion, national origin, sex, age or physical handicap except to the extent when such handicap prevents the Employees from doing the work to which he or she is assigned.

B. The Employer reserves the right to reject any Employee referred by the Union, provided, however, all Employees referred to an Employer shall receive not less than two (2) hours pay, provided the Employee has no work restrictions, and weather permitting. The Employer is not required to pay the 2 hours guaranteed time only if the Employee is prevented from working by weather conditions, strike or fire.

C. The Employer and the Union shall post in places where notices to Employees are customarily posted, all provisions relating to the functioning of this referral system.

D. All conditions and requirements of applicable Executive Orders (and all regulations promulgated pursuant to the authority of those Executive orders) shall be observed on Federal projects.

3. The Union recognizes the rights of the Employer in his or her discretion to employ key workers, administrative personnel, or specialists in the accomplishment of his or her work (excepting work performed by Employees under this Agreement).

4. The Union agrees they shall not furnish workers to any Employer signatory to this Agreement who:

A. Fails to provide coverage required by this Agreement.

B. Fails to properly pay when due to the Federal government any and all sums legally withheld or deducted from the pay of Employees for Federal Old Age Benefit coverage and withholding tax deductions.

C. Fails to properly pay when due to the State Government any and all amounts legally required by the Unemployment Compensation Law, if the Employer is covered by such law.

D. Fails to pay when due the specified wage rates, make the required reports, and pay the fringe benefits and check-off stipulated in this Agreement in the manner prescribed.

ARTICLE V

HOURS

1. Hours of Work:

Eight (8) consecutive hours plus a one-half (1/2) hour meal break between the hours of 6:00 A.M. and 6:30 P.M. shall constitute a regular workday. Forty (40) hours, Monday through Friday, shall constitute a regular workweek. All carpenter Employees on the same job shall be on the same work schedule, the designated starting time and work week shall not be altered for the purpose of avoiding overtime.

2. Shifts:

If the Employer so elects, after no less than 72-hour notification to the Union, he or she may work shift work pursuant to the following conditions:

No shift shall be undertaken for periods less than five (5) consecutive work days. The first shift shall constitute the regular eight (8) hours of work plus a one-half (1/2) hour meal break between 8:00 A.M. and 4:30 P.M. The second shift shall be from 4:30 P.M. to 12:30 A.M., with a one-half (1/2) hour meal break in the middle of the shift, for which the Employee shall be paid eight (8) hours of pay at straight time. The third shift shall be from 12:30 A.M. to 8:00 A.M., with a one-half (1/2) hour meal break in the middle of the shift, for

which the Employee shall be paid eight (8) hours of pay at straight time. No Employee shall be permitted to work more than one (1) shift in any twenty-four (24) hour period. All shift work performed on Saturdays, Sundays and holidays shall be paid at overtime rates. Employees shall be given no less than a 72-hour notice of any shift change.

3. Special Shifts:

When maintenance or remodeling work cannot be performed during the regular work hours because of the fact that establishment cannot suspend business operations during the day, a special single shift may be established starting when the premises are available, Monday through Friday, and Employees on this shift will work seven (7) consecutive hours, exclusive of meal break, for which they will receive eight (8) hours pay at the straight time rate. No special shifts shall be established without written notification to the Union involved.

4. Meals:

A. During normal working hours, all Employees shall take an unpaid meal break of one-half (1/2) hour, usually in the middle of the shift.

B. If the Employee does not get his or her meal break until five and one half (5 1/2) hours of work have passed, the Employer shall immediately provide the Employee with a meal break of one-half (1/2) hour and pay the overtime rate for the period of the break.

C. When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift notification prior to the end of the previous days shift the Contractor will arrange either to have him receive one meal with a ten (10) minute paid break or give him $ 8.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter.

5. Coffee Break:

There shall be no general work stoppage for refreshment, but no Employee shall be penalized for taking one (1) coffee break before the meal break and one (1) coffee break after the meal break, each coffee break not to exceed ten (10) minutes duration. Should the provisions of refreshment break be abused, the Superintendent or Foreman shall meet with the Steward to enforce this provision.

6. Guaranteed Time:

If a Carpenter is ordered to report to work by the Employer or if the Employee is sent to the job by the Union pursuant to a request by the Employer, and the employee in fact reports to work, he or she shall be automatically entitled to not less than 2 hours' pay. Employees must remain on the job unless released by the Employer's representative, and may be put to work in order to receive the 2 hours pay.

The Employer is not required to pay 2 hours guaranteed time only if the Employee is prevented from working by weather conditions, strike or fire.

ARTICLE VI

WAGES

1. All Employees below the classification of Superintendent shall be classified and paid in accordance with this Article and the applicable Wage Appendix to this agreement and no Employee performing any work within the trade jurisdiction of the Union shall be classified in any other manner or by any other descriptive term. The wages as set forth in the attached Wage Appendix shall apply to work covered by this agreement however, the Union reserves the right to redirect from negotiated wage amounts and/or fringe benefit increases all or part thereto, to the Pension Trust Fund, Health and Welfare Trust Fund and/or the Apprenticeship and Training Trust Fund, as defined more fully in this agreement, for the purpose of maintaining the financial stability of these Funds. The wages for Journeymen shall be payable in accordance with subsection A below. The wages for apprentices shall be payable in accordance with subsection D below.

CLASSIFICATION

The classifications applicable to this Agreement are as follows:

A. Journeyman: When the term journeyman is used it shall mean the craftsperson who performs his or her duties that consists of milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitutes.

Journeymen shall be paid as set forth in Wage Appendix (Page 35/36). In order to be entitled to the journeyman wage rate, all journeyman carpenters shall complete 20 hours of training during the first contract year (April 1 through March 31); and 32 hours of training during the second contract year; and 40 hours of training during the third contract year. The Carpenters Training Center will develop, conduct, monitor and certify such training, utilizing input from Employers. Employers shall be notified in writing, regarding advancement, prior to pay increase by Regional Council Affiliate. Any journeyman carpenter not in compliance with this annual training requirement shall not receive scheduled wage increases beginning April 1, 2004. (Note: the 16-hour Safety Training Passport (OSHA) shall be accepted for this training during the first year for those who do not already have it.)

B. Foremen:

When five (5) or more Employees are employed on any one (1) job, one (1) shall be a Foreman and shall command a wage of $1.00 above the negotiated journeyman's rate per hour; where 12 or more employees are on project, the foreman rate shall be $1.50 above the negotiated journeyman's rate per hour

C. General Foreman:

On sites utilizing two (2) or more foremen - a carpenter shall be designated as "General Foreman" overseeing one (1) or more foremen, and command a wage of $ 2.00 above the negotiated Journeyman's rate per hour.

D. Apprentices: The term apprentice shall mean a person employed pursuant to an individually registered apprenticeship program that is registered with the U.S. Department of Labor and Employment and Training Administration or with a State apprenticeship agency recognized by the bureau.

Wages: Refer to Wage Appendix (Page 35/36).

- Increases in years 2004 and 2005 shall be as a ratio of negotiated increases for journeymen rates as follows:

1st Period	62%
2nd Period	67%
3rd Period	72%
4th Period	77%
5th Period	82%
6th Period	87%
7th Period	92%
8th Period	97%

E. Carpenter Training Level L-5 to L-8

Carpenter L5 thru L8: This classification is designed to meet the competitive needs of the employers in the industry and to allow the parties to this agreement to attract into the industry and train qualified workers to perform the work specified in this agreement.

This worker will have more than Four years experience working at the trade. He or she will be assigned to work with a journeyman and is able to be assigned to most facets of the trade. Each individual will be eligible to upgrade to the next level in six-month increments providing all the criteria is met.

When a person is taken in this classification he or she will be given a membership card that is labeled with the appropriate level. They will then begin training and will receive six months evaluations, as they progress toward journeyman status.

A person in this classification will attend training, graduate from the training program and work the required number of hours. He or She will move towards Journeyman status, in not less then two years. A person in this classification can be moved to a journeyman status at any time by mutual agreement of the employer and the union, provided they pass the required components of the Training programs.

In order to progress while in this classification the employee must attend regular scheduled Training programs sponsored by the South Florida Carpenters Millwrights Piledrivers Training Trust Fund programs and not work less then 650 hours every six months in this facet of the trade to qualify for evaluation and upgrading. Their employment hours to qualify for evaluation are cumulative with all employers signatory to this agreement.

Ratios of training level carpenters to journeymen shall be negotiated on a project by project basis provided however that the ratios shall not conflict with any applicable Department of Labor regulations for a particular project.

Wages: Refer to Wage Appendix (Page 35/36).

- Increases in years 2004 and 2005 shall be as a ratio of negotiated increases for journeymen rates as follows:
-

5th Period	82%
6th Period	87%
7th Period	92%
8th Period	97%

2. Industrial Rate:

The industrial rate shall be $3.00 above the negotiated Journeyman's rate, as defined in the applicable Wage Appendix for journeymen where an industrial rate shall apply; all other rates shall be proportional to the industrial rate.

A. Separate rates shall apply to industrial plants. The term Industrial - refers to: Chemical Plants, Electric Power Plants, Garbage Disposal Plants, Petroleum Producing Facilities, Breweries (other than in restaurants), Sugar Processing Plants, Water & Sewage Treatment Plants (other than prevailing wage rate projects), Satellite and Missile Facilities, Citrus Processing Plants, Cooling Towers and Filters (other than residential Chillers), etc.

3. Premium Work:

Premium Work for the following shall be at a rate of one dollar ($1.00) per hour above the regular straight time hourly rate of pay:

A. Work inside cofferdams and tunnels.

B. Work on chimneys, silos, and towers of any kind when they are independent of a building and exceeds 25' in height.

C. Premium rates shall apply when work shall involve handling of or close proximity to hazardous material, substances and/or conditions including: Lead Abatement, Asbestos Abatement and work performed in any Radiation Controlled or Contaminated Environment.

Close proximity shall be understood to mean that where hazardous materials shall pose an immediate threat to health or safety of persons by exposure, contact or inadvertent inhalation or ingestion in an enclosed space where ventilation or mean distance does not insulate persons from said threat.

4. Overtime:

A. Overtime at the rate of time and one-half shall be paid after an employee has worked ten (10) consecutive hours in a regular work day or shift, or if the employee has worked more than forty (40) hours in the same week. Sundays and Holidays shall be paid at the rate of double time. The Employer shall not schedule work in such a manner as to avoid paying overtime.

B. It is understood that in the event of loss of time due to inclement weather, Saturday may be utilized as a makeup day for the time lost during that calendar week, not to exceed eight (8) hours at the regular rate. All hours in excess of makeup will be at the rate of time and one-half.

C. Overtime and makeup work shall not be mandatory.

D. In the event that unscheduled overtime is worked, refer to Article V, Section 4, Par. C.

5. Work in Inclement Weather:

Although no Employee shall be required to work in inclement weather, if an emergency arises requiring work to be performed during sustained gale force rain, or winds (45/MPH or higher) while securing a job, Employees directed to work shall receive the double time rate for all such work

6. Travel Pay:

The Union and the Employees individually reserve the right to negotiate with the Employer on a job by job basis the payment of travel time and subsistence allowance (per diem) for work requiring lengthy traveling.

7. Prevailing Wage:

A. If the published prevailing wage rate (mini Davis-Bacon or Responsible Employer ordinance) for any project is lower than the wages required by this Agreement, the Union and the Employer may negotiate a wage rate for that project lower than provided for in this Agreement, provided, however, any agreement to a lowered wage rate

shall be reduced in writing, shall provide for escalation, and shall be signed by the Union and Employer before the lowered rate may be paid; and provided that the lowered rate shall be applicable for no greater than 12 months.

B. The Union further agrees that if the Union negotiates a lowered wage rate pursuant to this paragraph, it shall notify the Employers, in writing, with such notice occurring, if possible, at least five (5) working days in advance of bid date.

8. Payment of Wages:

A. Payment of wages shall be made weekly and during working hours, normally on Friday, but in any event not later than three (3) days after the close of the Employer's payroll week. The Employer may pay wages by check drawn on a local bank or a bank with a local branch. The Union reserves the right, however, to deny the right to pay by check if the Employer issues a check returned for insufficient funds, or for other abuse of this privilege. In the event the Employer's check is drawn on a bank outside of the area where the work is being performed, or one without a local branch, the Employer must arrange with a local bank for the check to be cashed locally.

B. When an Employee is discharged or laid off from lack of work, he or she shall be given not less than one hour's notice and shall be paid in full on the job not later than one hour after said notice, or waiting time at the regular rate of pay shall be added to the Employee's wages, excluding Saturdays and Sundays.

C. If an Employee shall quit work or is discharged for drinking intoxicating liquors or use of narcotics, he or she shall wait for any pay due until the established pay day of the Employer, in which event the Employer shall not be liable for, or be required to pay for, travel time or any other claimed expenses of the Employee.

D. When an Employee does not receive his or her full pay at the time his or her wages are payable under the terms of this Agreement, he or she shall be paid waiting time pay at straight time not to exceed eight (8) hours pay per day for each day he or she does not receive the whole of his or her wages excluding Saturdays and Sundays upon written notice within forty eight (48) hours.

E. Each payroll envelope or voucher shall clearly show the following: name of Employer, his or her address, name of Employee, his or her classification, the number of straight time hours worked, the number of overtime hours worked, the gross wages earned by the Employee, the amount of Social Security deducted, the amount of withholding tax deducted, the amount paid for fringe benefits specified in this agreement, the amount of check-off withheld and the net amount of wages paid.

F. The Employer reserves the right to make, demand and receive, when an Employee quits, is discharged or laid off, and before making any payment due, any and all of his or her property in the possession of the Employee.

ARTICLE VII

HOLIDAYS

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day shall be observed as holidays. On State and National General Election Days no work shall be performed after 3:30 P.M. Any holiday listed above falling on Saturday shall be observed on the preceding Friday unless legally observed on Monday, any holiday falling on Sunday shall be observed on the following Monday. No Employee shall be penalized by discharge or lay-off for refusing to work on any holiday. If any work is performed on a holiday, the double time rate shall be paid, but no work shall be performed on Labor Day except to protect life or property.

ARTICLE VIII

GENERAL BENEFITS-FITNESS FOR DUTY

1. Fitness for Duty Test. The Employer may develop a drug and alcohol-testing program for unacceptable intoxicant levels, which the testing shall be performed by recognized laboratories and shall comply with any and all Federal, State and Local standards. Appropriate procedures will be established to maintain a strict chain of custody and to maintain confidentiality of test results. When pre-employment testing is required by the Employer, prospective Employees shall be paid for the time necessary to take the test, provided that the results of said test are negative. No time shall be paid to an individual whose test results are positive.

Intoxicant. The term intoxicant includes any substance that alters one's senses, or could affect one's ability to function in his or her job in a safe, productive manner (including physician prescribed or over-the-counter medication).

Limitation on Testing. Testing may be conducted on:

A. An applicant/new hire as part of the application process;

B. An Employee following a work related incident involving an Employee and resulting in injury to a person or resulting in property damage;

C. An Employee upon reasonable suspicion of at least two representatives that the Employee is using or under the influence of drugs or an intoxicant.

Verification. Tests, which show positive, may be confirmed by re-testing of the same specimen at the Employees request and expense.

2. The results of test shall be shown only to the Employee and the Company's Fitness for Duty Officer and/or the Company's Owner or

Manager, who shall not communicate the results of any tests without the permission of the Employee.

3. There shall be no limitations on the Employer's right in his or her discretion to refer Employees to a physician for a physical examination and to be the sole judge of the continued employment of Carpenters as a result of such examination, provided, however, the Employer shall bear the entire expenses incident to such examination and shall pay the Carpenter straight time wages during the time involved in the traveling to and from and the time spent in the physician's office, provided, further, that following such examination, the physician shall render a written medical report and one copy shall be furnished to the Employee and one copy sent to the Union.

4. The Employer may require an Employee after hire to fill out the questionnaire which has been approved by the parties and is marked "Form Approved 4/85", and/or a form required by the workers compensation insurance carrier or any law and such other forms as may have been approved by the Union, which inquires whether the Employee has any of the conditions named in the section of the Workers' Compensation Law for "Limitation of Liability for Subsequent Injury Through Special Disability Trust Fund". The Employee shall return the questionnaire to the Employer no less than five workdays after it was given to him or her at the time of hire by the Employer.

5. The Employer shall provide all safety equipment required by the Safety Division of the Department of Commerce, State of Florida, and the Federal Williams-Steigler Occupational Safety and Health Act of 1970, to be worn by his or her Employees, excluding hard hats. Said equipment shall include ear plugs, life jackets, life rings, safety face shield, goggles, foul weather gear, boots, welder gloves and leather, and ANSI approved fall protection and safety harnesses. The ownership of all such equipment shall remain with the Employer. No Employee shall be required to mouth nails or staples. All lath nails must be blued and always kept in a safe and sanitary condition.

6. Employees shall provide a complete set of tools of their craft ordinarily carried in a toolbox, as required for the performance of their work at that time. Employees employed exclusively as Gypsum Wall Board Hangers or Framers shall also provide a screw gun and a 100' cord. Carpenters shall not furnish or rent to any Employer, tools, equipment or vehicles.

7. The Employer shall provide on each job site for use of Carpenters, a safe and suitable place for storage of Employees' tools. The Employer shall use all reasonable care to safeguard said tools.

8. When construction of a building reaches the fifth floor, Employees shall be at their work location at the regular starting time, but shall be permitted to leave their work location ten (10) minutes before the regular quitting time, with payment of wages continuing until regular quitting time. Employees shall not leave the job site, however, until the regular quitting time.

9. Automatic drinking fountains or ice containers supplying wholesome and potable water and sanitary drinking cups in sufficient quantities to last a full working day, shall be furnished by the Employer on all jobs.

10. Sanitary and clean toilet facilities as per OSHA and the Health standards shall be furnished on the job by the Employer. Sanitary and clear flush type toilet facilities shall be furnished as soon as sewer lines on the job will permit their installation.

11. The Employer shall at all times have available on the job, a suitable First Aid Kit, kept in a location which is made known and available to the Steward or First Aid person on the job.

12. All work shall be paid for at the hourly rates herein provided. Piecework is permitted for Drywall Hangers and Framers, Ceiling Installers and Flooring Installers only. However, in no event, shall the Carpenter be paid less per hour than the rate of pay for their classification specified in the Agreement for the classification assigned by the Union for hours actually worked, unless an Employer and the Union negotiate a separate piecework rate for a particular job. If an Employer and the Union negotiate a separate piece work rate for a particular job, that rate shall apply to all Drywall Hangers and Framers, Ceiling Installers and Flooring Installers on that job, and the Union shall notify all Employers on that job, and to the extent known by the Union, all Employers bidding or negotiating that job of the availability of the separate piece work rate for their Drywall Hangers and Framers, Ceiling Installers and Flooring Installers.

13. It shall be the duty of every Employee to properly protect and return upon demand in good order, ordinary wear and tear for the benefit of the Employer, any tools, equipment or materials, which are the property of the Employer.

14. The Employer shall reimburse Employees for tolls incurred for travel on any location where a toll causeway is the only means of access to the job site. Where Employees are working for an Employer whose job is located any place necessitating the crossing of a stream or body of water by means other than automobile, Employees shall not leave the shore opposite the job site earlier than the regular starting time and shall return not later than the regular quitting time, providing overtime is not required.

15. No Employer shall be required to pay for time not worked, except as provided in this Agreement.

16. The Employer shall furnish power tools and equipment. The use of same by Employees shall not be prohibited by the Union as long as they are equipped with standard safety devices as required by OSHA.

17. Slowdowns and featherbedding will not be tolerated.

18. Employers shall compensate employees for parking and/or tolls when free parking is unavailable. In the event an employer requires an employee to travel to or from a location other than the job site, for shuttle purposes, the employer shall contact the Union. These circumstances shall be handled on a job-by-job basis between the Union and the Employer. All employees transported to and from a designated parking areas shall be transported on the Employer's time in a safe company vehicle, as per OSHA regulations.

ARTICLE IX

ON THE JOB ACCIDENTS

1. The Employer or his or her representatives shall advise the Union Steward of all on the job accidents suffered by Employees where medical care or lost time is involved.

2. Physician Selection: As long as the Florida Workers' Compensation Law contains a provision for the furnishing of medical care for on-the-job injuries through managed care arrangements, the Employer may require the Employee to select a physician though a workers' compensation managed care arrangement meeting the requirements established pursuant to the Florida Workers' Compensation Law. If the Workers Compensation insurance policy provides for freedom of choice of physicians, all Employees suffering on the job injuries shall be entitled to select their own physician for medical care providing all reports and charges of the physicians comply with the Workers Compensation Laws. No Employee shall be coerced by the Employer or his or her Representative in the selection of a physician.

3. Employees injured on the job shall be paid a full eight (8) hours wages for the day of the accident if his or her treating physician advises that he or she could not or should not return to work that day.

4. An Employee who is able to work after an accident shall be reinstated to his or her former job provided he or she is physically able to perform the job, and the Employer is still employing Carpenters. No Employee shall be discharged or laid-off, if he or she is still able to work, refused employment or re-employment, because he or she suffered an accident or because he or she is under a doctor's care. Provisions for light duty positions will be at the employer's discretion with any wage rate adjustment, negotiated between the Union and the employer.

5. Employees who receive medical attention during working hours following an accident, shall be paid for the time lost in going to and from the doctor's office and the job with a maximum of two (2) hours pay per visit. If the Employer requires a signed statement by the Employee's doctor that such medical attention has been furnished, the Employee shall present such statement before being entitled to the pay provided hereinafter.

6. If an Employee becomes seriously ill or meets with an accident on the job, the Employer's representative or the Steward shall see that he or she receives proper medical attention and that the Employee is sent home or to the hospital. When necessary, the Employers representative or the Steward shall accompany the sick or injured Employee to his or her home, to the doctor's office or to the hospital. The accompanying Employee or the Steward shall be paid for time spent performing these duties, not to exceed required time for such duties. This time will be paid at the straight time rate of pay.

ARTICLE X

STEWARDS AND BUSINESS REPRESENTATIVES

1. The Union's business agents or their representatives shall have access to any job site during working hours for the purpose of adjusting grievances or disputes and investigating whether the terms of this Agreement are being complied with. They shall make a reasonable effort to advise the Employer's representative of their presence on the job and shall not stop nor interfere with the work of any Employee, except the Steward, without the permission of the Employer or his or her representatives.

2. The Union through its Business Representative reserves the right to appoint one or more Stewards on any job. If a Steward is appointed he or she shall be on the job at all times that Carpenter work is being done and he or she shall not be laid-off as long as there is work being done in that particular craft or trade. A Steward may, however, be discharged for good cause after notice in writing is sent to the Union no less than two (2) full working days prior to such intended discharge. "Good cause" shall include but not be limited to acts of dishonesty, use of illegal drugs, or drinking on the job.

3. Where a qualified Carpenter Steward is not available on the job the Employer shall meet with the Business Representative to resolve the matter. If they are unable to do so, the problem shall be submitted as a Grievance. The Steward shall be a working Employee who shall, in addition to his or her regularly assigned work, be permitted to perform during working hours, such of his or her Steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable amount of time for the performance of the following duties:

A. Obtaining information and consulting with Foremen on matters relating to safety and sanitation.

B. Reporting matters in dispute or grievance to the Union

C. Documenting workforce classifications, hours of work, and accidents involving injury or death.

4. The Steward shall not stop the Employer's work for any reason unless authorized by the Business Representative.

5. The Steward shall be the first Journeyman after the Superintendent or foreman to be called back on the restart of the job if he or she is available.

6. The maintenance of safe working conditions is the Employer's responsibility. Stewards shall at all times be considered Employees of the Employer and working under the Employer's direction and control. Stewards shall not perform any safety inspections on behalf of the Union. If an Employee, including the Steward, is requested by the Employer to perform any safety inspections or tests, or take or suggest any corrective action or repairs to an unsafe situation, the Employee shall do so solely as an Employee and agent of the Employer and not on behalf of the Union. The Union, officers and agents, shall have no liability for unsafe working conditions and shall have no duty to assure that the workplace is safe. Employees are required to comply with all safety policies and directives of the employer or as otherwise required by law.

7. A Steward shall be given the time to perform the duties as outlined above. A Steward shall have First Aid Certification, CPR Certification, and shall have completed the OSHA 10 hour Construction Safety (or equivalent) program and the OSHA 30 hour Training Program. This shall apply to the training required in Article VI Section 1 above.

ARTICLE XI

APPRENTICES

1. Each Employer agrees to employ Apprentices and support the Apprenticeship Program of the Union. The ratio of Apprentices to Journeyman, work assignments and other conditions of employment, and Apprenticeship standards as registered with the State of Florida within the Union's jurisdiction shall be regulated by the Trustees of the South Florida Carpenters Millwrights Piledrivers Training Trust Fund.

2. In addition to other benefits required to be paid under this Agreement, commencing on the effective date of this Agreement, the following Apprenticeship and Training contribution shall be made: The Employer agrees to contribute to the South Florida Carpenters Millwrights Piledrivers Training Trust Fund the sum listed in Article XI for each hour paid to Employees under the terms of this Agreement, who work within the jurisdiction of the Union. Said contributions shall be made monthly by sending a check for the amount due accompanied by a Reporting Form to the Escrow Agent or such firm designated by the Trustees of the Joint Trust Funds described herein.

3. Fringe Benefit contributions shall be paid in accordance with the provisions of Articles XII and XIII for each hour of work performed by apprentices provided however that a first period

apprentice shall not be eligible to receive either pension vesting or benefit credits for 12 calendar months from the date of his or her initiation.

ARTICLE XII

HEALTH AND WELFARE, PENSION, APPRENTICE & TRAINING, CHECK-OFF, AND HEALTH & SAFETY TRAINING

1. Commencing on the first full payroll period after April 1, 2003, the Employer agrees to contribute or to check-off (where noted below) the following sums of money per hour for each hour paid to Employees under the terms of this Agreement, for Health & Welfare, Pension, Apprentice & Training, Check-off, and Health & Safety Training Funds:

Commencing First Full Payroll Period after:	**Current**	**4/1/03**	***4/1/04**	***4/1/05**
Health & Welfare	$3.15	$3.62		
Pension	1.05	1.05		
Apprentice & Training	.16	.30		
Health, Safety Training	.06	.06		
Increase	$0.61			
Total	**$4.42**	**$5.03**		
**Check-Off	4%	4%	4%	

* Allocation subject to the provisions of Article XIII section 14 below. Future increases in accordance with Wage Appendix.

** Check-off contributions shall be deducted from the gross wages of employees as per Article XIV, Check-Off.

2. Contributions required to be paid hereunder shall be made monthly by sending a check for the amount due accompanied by Reporting Form to the Escrow Agent designated by the Trustees of the several Joint Trust Funds described herein. After receipt of the contribution, all moneys collected, excepting those amounts representing check-off, shall be paid by the Escrow Agent to the appropriate Joint Trust Funds described herein. Moneys contributed for check-off shall be distributed to the Union. The Reporting Form shall, among other data required include name of the Employees, Social Security numbers, and the number of hours paid to each employee. Contributions distributed in the manner aforesaid shall be paid to the South Florida Carpenters Health and Welfare Fund, South Florida Carpenters Pension Trust Fund, South Florida Carpenters Millwrights

Piledrivers Training Trust Fund, all of which are existing separate common law Trust Funds established by approved Agreements and Declarations of Trust.

3. If the Employer does not have Employees during the reporting period, the employer shall report that information monthly by marking the appropriate box on the Reporting Form.

ARTICLE XIII

PROVISIONS APPLICABLE TO FRINGE BENEFITS

1. All Employers who are party to or otherwise bound by this Agreement, acknowledge, accept and agree to be bound by the Agreements and Declarations of Trust of the various Joint Trust Funds, as set forth within this Agreement. All Employers acknowledge, accept and appoint the current Employer Trustees of the various Joint Trust Funds to act on their behalf and to accept future Trustees who are appointed or elected in accordance with the Trust documents. All Employers further acknowledge that they are bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments pertaining to any Joint Trust Funds, as promulgated by the Trustees, whether currently existing or promulgated during the term of this Agreement. All the Joint Trust Funds set forth within this Agreement are established and maintained pursuant to §302 of the Taft-Hartley Act and the provisions of the Employee Retirement Income Security Act.

2. The Employer agrees that if he or she is two (2) weeks delinquent in the payment of any fringe benefits required to be paid under Articles XI or XII, above, he or she shall owe, in addition to any delinquent sums, ten percent (10%) of the delinquent amount as a service fee. In addition, the Employer shall pay reasonable attorneys fees and audit charges incurred by the several Trust Funds in collecting the delinquent payments. Interest at the statutory rate shall be added to all past due and unpaid contributions from the date they were due.

3. The Employer agrees that should the Trustees of any of the several Trust Funds described in this Agreement employ the services of an attorney to collect any delinquent payments, to force compliance with this Agreement, or because the Employer failed to submit to auditing as herein provided, the amount of reasonable attorney's fees incurred by the Trust Funds shall be paid by the Employer, in addition to court costs and other costs of litigation which the Trustees incurred on account of any suit they may have instituted because of the delinquency of the Employer.

4. Each of the Joint Trust Funds shall have the right, at any time, to audit the records of any Employer to determine whether full or timely payments have been made. The Employer agrees to permit a

Certified Public Accountant or a member of the firm or staff as selected by the Trustees, to enter upon the Employer's premises during normal working hours to examine such records as may be required determine the correctness of the Employer's contributions under this or the prior Agreement. Records to be provided by the Employer shall include, but not be limited to, the Employer's Quarterly Tax Return Form 941), Employers Quarterly Tax and Wage Report, State of Florida Form UCT6, Employer's Annual Federal Unemployment Tax Return (Form 940), payroll ledger and other such records as the Trustees may deem necessary to determine the Employer's compliance with the fringe benefit provisions contained within this Agreement. In the event the auditor determines that the Employer has violated the provisions of this Agreement in the method of computation of contributions, or if adequate records are not made available to permit the auditor to make a determination in that regard, the auditor may determine delinquency by dividing each Employee's gross compensation by the applicable hourly rate of pay and the quotient from that calculation shall be multiplied by the applicable fringe benefit contributions required to be paid under this Agreement.

5. In the event the audit reveals that the Employer has underpaid or failed to pay any fringe benefits required to be paid under this Agreement, except for clerical errors in a minor amount, or failed to submit to auditing, all costs incurred by the Trustees, including audit charges and reasonable attorney's fees, shall be paid by the Employer.

6. The Employer agrees that if his or her delinquency in the payment of fringe benefits has caused, in whole or in part, any Employee to lose or fail to gain eligibility under the Health and Welfare program and the said Employee has personally incurred any dental, medical or hospital expenses or costs for himself or herself or his or her dependents, the Employer shall be liable for and shall pay such expenses and costs in addition to any delinquent amounts.

7. Contributions are due and must be received by the Escrow Agent within two weeks (2) after the end of the month for which the contributions are payable. If the Employer's contributions are not received within that time period, the Employer shall be deemed delinquent. The Employer shall also be delinquent if the Employer fails to pay on all Employees or fails to make the proper amount of payments or fails to submit to auditing.

8. If the Employer is two (2) weeks delinquent in the payment of any fringe benefits required to be paid under this Agreement, the Employer shall be liable for the payment of liquidated damages and service fees to the extent such amount shall be established by the Trustees for each Fund, by the promulgation of rules and regulations, in accordance with the Trust Agreement. The Trustees shall notify all participating Employers of all rules and regulations establishing and revising the liquidated damages and late payment service fees charges, and any terms, conditions and provisions thereof, in advance of enforcement, but by execution of the Memorandum Agreement, the

Employer shall be bound by such promulgation on and after its effective date.

9. It is agreed that the various Trust Funds shall at all times accept any fringe benefit payment made by an Employer on behalf of Superintendents, provided that the Employer executes a Participation Agreement with the various Trust Funds and complies with the terms of such Participation Agreement.

10. Bonding:

If an Employer signatory to the Agreement is delinquent in the payments of contributions required hereunder, the Employer, upon request of the Trustees, shall immediately place with the Trustees of the Trust Funds referred to herein, a cash or surety bond in the total amount of $25,000.00 or twenty-five percent (25%) of the Employer's fringe benefit contributions for the prior twelve (12) months, whichever sum is larger. The bond shall be non-cancelable during the term of this Agreement or until the Employer permanently stops doing business in the jurisdiction of the Union. The face value of the bond or any part thereof, shall be payable to the various Trust Funds conditioned upon the Employer's delinquency in making timely or full contributions, and shall include payment of service fees, auditing costs, court costs and attorney's fees which the Trust Funds incurred because of the Employer's delinquency. The Employer shall be required to place a cash bond, if not bondable. The Surety Bond shall be on a uniform bond form approved by the Trustees, and shall be written only by an insurance carrier authorized, licensed or permitted to do business in the State of Florida.

11. Liquidated Damages:

In the event the Employer fails in any manner to submit to auditing as provided in this Article, the full face amount of the Bond which the Employer posted pursuant to Section 10 of this Article shall be paid immediately to the Trustees of the various Joint Trust Funds as liquidated damages. Considering the difficulty and the uncertainty of determining the amount of any Employer's delinquency, if any, the parties agree the audit procedures are the most equitable way of determining an Employer's liability to the Joint Trust Funds. Therefore, if any Employer has kept inadequate books and records, has prevented an audit by moving out of the jurisdiction of the Union or otherwise prevents an audit from properly being conducted, the amount of the Employer's bond ($25,000.00) shall be considered as being reasonably related to the losses and expenses of the Trustees and shall be treated as liquidated damages payable within forty-eight (48) hours after the Employer is notified of the provision of this section.

12. Upon three (3) days notice to the Employer that he or she is delinquent and that his or her workers will be withdrawn in order to enforce the fringe benefit payments under this Contract, workers withdrawn from the job to effect collection of delinquent contributions shall be paid eight (8) hours wages, Monday through Friday, for each day they are off the job until the Employer brings

his or her payments current; in that event no other Employer will be liable for the full day's wages except the delinquent Employer.

13. Trustee Authority:

The parties to this Agreement agree that it is desirable for the Boards of Trustees of the various Trust Funds referred to in this Agreement to have the discretionary authority to make good faith determinations regarding payment of benefits and interpretations of the terms of the written plan documents involved in the operation of the Trust Funds. The parties further agree that it would be more costly and burdensome for the operation of the Trust Funds to make those determinations subject to de novo review by the Courts. Therefore, the parties specifically agree that the Boards of Trustees of the various Trust Funds referred to in this Agreement have been delegated the full power and authority, in their sole discretion, to determine eligibility for benefits, to construe and interpret the terms of all written plan documents, including Trust Agreements, the Plan Documents, and the Summary Plan Descriptions, and to otherwise make decisions regarding the administration and operation of the Trust Funds.

14. The Union reserves the right to redirect from negotiated wage amounts and/or fringe benefit increases all or part thereof, to the Pension Trust Fund, Health and Welfare Trust Fund and/or the Apprenticeship and Training Trust Fund (more specifically described herein) for the purpose of maintaining the financial stability of these Funds.

ARTICLE XIV

CHECK-OFF

1. The Employer agrees to check-off weekly from the wages of all Employees who have executed proper written authorizations the following sum of dues to be paid to the Union and forwarding same monthly to the Escrow Agent that the Union may designate in writing at the same time as the Employer pays his or her fringe benefit contributions. The Employer shall have no responsibility for any moneys so deducted after forwarding same to the Escrow Agent.

2. The Employer also appoints the Escrow Agent to be the Employer's Escrow Agent for receipt of all written check-off assignments required by law to be executed and received by the Employer.

3. For all work performed in the jurisdiction of South Florida Carpenters Regional Council, four percent (4%) of each Employee's gross wages [forty (40) hours maximum of Journeyman scale, or in the case of Apprentices/TL'S, forty (40) hours maximum of the Apprentice's or TL'S hourly scale].

ARTICLE XV

DISPUTES

1. Grievance Committee:

There shall be a Committee of six (6) persons who shall constitute the Grievance Committee. The Committee shall be composed of three (3) Employers appointed by the Employers, and three (3) persons appointed by the Union. Meetings of the Committee shall be held as often as necessary.

2. All questions and disputes relating to the interpretation of this Agreement arising during the term of this Agreement between the Union and any Employer shall be resolved in the following manner:

A. Questions and disputes arising on the job shall be taken up with the Job Steward within seven (7) working days of the occurrence or it is waived. In the event he or she cannot adjust them, he or she must promptly report that fact to the Business Representative of the Union. The Business Representative and the Employer's Representative shall endeavor to settle the controversy. Upon failure of these two (2) Representatives to agree within two (2) working days, or if the question or dispute is directly between any Employer and the Union, the matter shall be referred to the Grievance Committee.

B. The Grievance Committee shall meet within forty-eight (48) hours after notice of dispute and by majority vote attempt to settle the dispute within forty-eight (48) hours after their first meeting on the dispute.

C. Should the Grievance Committee fail to agree within the time set forth above, the services of the Federal Mediation and Conciliation Service shall be sought within twenty-one (21) calendar days after the dispute occurred, regardless of the status of the steps in subparagraph A or B above, or it is deemed waived. The parties shall cooperate to the end that a settlement of the grievance shall be affected.

D. There shall be no work stoppage, strike, or lockout, however, upon three (3) days written notice to the Employer, the Union reserves the right to strike at any time for non-payment of wages or fringes, or for failure to deduct or forward check-off monies required by this Agreement, and nothing contained herein shall act as a limitation on that right.

ARTICLE XVI

WORK STOPPAGES AND LOCKOUTS

1. The Union agrees that during the life of the Master Carpenters Agreement, there shall not be any strike or work stoppage of the Employer's Employees including a strike or work stoppage of a jurisdictional dispute.

2. The Employer agrees that during the life of this Agreement there shall be no lockout of Employees by the Employer for any reason whatsoever.

3. In the event a strike or work stoppage, or lockout, occurs and continues for a period of twenty-four (24) hours, the party desiring arbitration may institute the following procedure, in lieu of or in addition to any other action in law or equity:

A. There shall be three (3) permanent arbitrators to hear disputes under this Article. If the parties are unable to select 3 permanent arbitrators, an arbitrator will be selected by using the AAA Expedited Rules.

B. If the alleged violation of this Article does not cease within the time limits specified above, either party shall contact the foregoing arbitrators to determine which of them is available to hold a hearing within twenty-four (24) hours. In the event none of those persons is available for such a hearing, an alternate arbitrator shall be appointed by one of the above. Notice shall be given to the other party immediately upon the selection of an arbitrator.

C. Upon being notified of the existence of the dispute, the arbitrator named above, or the alternate, shall schedule and hold a hearing within twenty-four (24) hours after being notified of the dispute. The arbitrator shall notify the parties by the most expeditious means of the place and time he or she has chosen for the hearing. Said hearing shall be completed in one (1) session, with appropriate recesses at the arbitrator's discretion. The failure of any party or parties to attend said hearing will not delay the hearing of evidence or issuance of an award by the arbitrator.

D. The sole issue at the hearing shall be whether or not a violation of Section 1 has in fact occurred. The arbitrator shall issue his or her award in writing three (3) hours after the close of the hearing, and the award may be issued without an opinion. If either party desires an opinion, one shall be issued within fifteen (15) days, but the issuance of the opinion shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of this Article, and other appropriate relief. Nothing in this Article XV shall preclude either party from seeking other equitable judicial relief to prevent an unauthorized work stoppage or strike.

E. Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above.

F. The fees and expenses of the arbitrator shall be divided equally between the moving party or parties and the party or parities respondent, however, if an opinion is issued the party requesting the opinion shall bear any cost involved.

4. None of the provisions of this Article shall apply in the event the Employer fails to properly pay wages, or fringe benefits, or to deduct and forward check-off moneys which are required by the Master Carpenters Agreement.

ARTICLE XVII

RETROACTIVE PAYMENTS

It is understood and agreed between the parties that the terms and conditions of this Agreement shall become effective on the first full payroll period after April 1, 2003and in the event any Employer who was signatory to the prior Collective Bargaining Agreement which expired on March 31, 2003 and has employed Employees covered by this Agreement since that date executes this Agreement beyond the effective date hereof, any benefits payable under this Agreement shall be paid retroactively to the first full payroll period after April 1, 2003for Employees covered irrespective of the date of execution. The effective date of this Agreement for Employers who are not signers of the prior Agreement shall be on the date this Agreement is signed.

ARTICLE XVIII

REOPENING - TERMINATION AND RENEGOTIATIONS

1. This Agreement shall be in force and effect to and including Midnight, March 31, 2006 and thereafter from year to year unless either parties to this Agreement serve written notice within the time limits fixed by law sixty (60) days citing their desire and intent to reopen any part or all of this Agreement March 31, 2006. If such notice is given, the parties shall meet within 10-15 days, then for sixty (60) days prior to this expiration date, the parties will make an honest effort to renew this Agreement and fix mutually satisfactory wage rates, working conditions and other provisions for the next ensuing Agreement following March 31, 2006.

2. In order to facilitate negotiations and prevent termination of benefits hereunder, the Parties are empowered to extend the terms of this Agreement beyond March 31, 2006 for short terms not to exceed thirty (30) days each term, provided that notice of such temporary extensions of this Agreement are mailed to each Employer who signs this Agreement. In the event an extension or extensions are made as set forth herein, all Parties and signatories to this Agreement shall be bound by such temporary extension for the length of time set forth herein.

ARTICLE XIX

SEPARABILITY

It is mutually agreed that if any Court of competent jurisdiction or any law, present or future, should declare or make any portion of

this Agreement illegal or unconstitutional, such decision shall not invalidate any other portion of this Agreement.

SCOPE OF WORK

CONCRETE ADDENDUM

This concrete addendum shall apply to all carpenter work in connection with architectural and structural concrete shell work, inclusive of commercial and high-rise concrete work. This shall include work related to concrete construction where the Employer is not signatory to Agreements with other Labor Unions, including but not limited to prefabrication or construction of forms for footing or foundations buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structural parts of a building, or structure made of wood or any substitute such as plastics or composition materials, that puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of a building, or any structure, and dismantling of all forms. All framing in connection with the setting of metal columns. The settings of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one. The making and setting of all forms used in concrete work.

High-rise – The word "High-rise" shall mean all work performed by employees in the construction of any building, which reaches or exceeds the fifth floor or the equivalent height of any structure, which equals or exceeds a height of five stories.

Commercial - The word "Commercial" shall mean all work performed by employees at all facilities open to the public for the purpose of transacting business, providing cultural, recreational activities, educational and or entertainment purposes, including, but not limited to Hotels, motels, restaurants, retail stores, supermarkets, food and beverage retailers, malls, sports and entertainment facilities, schools, auditoriums, banquet facilities, office buildings and facilities, educational and religious institutions, libraries and museums.

SCOPE OF AGREEMENT

INTERIOR ADDENDUM

This Interior addendum shall apply to all carpenter related work in connection with the following work jurisdiction.

1. The erection of all Ceiling Materials, all types of component parts of all types of Ceiling, and all Grid Systems regardless of their material or composition or method of manner of installation, attachment or connection; cross furring, stiffeners, braces, all bars regardless of material or method of attachment; all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and insulation and all finish ceilings materials, regardless of method of manner of installation; and all layout work, including the use of level, transit laser, and any other instrument or tool in use or adaptable to the work herein.

2. All work in connection with installation, erection and/or application of gypsum board and of all dry wall materials, regardless of composition, and regardless of the method of manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, installation and preparation of flooring and floor covering and flooring products (inclusive of vinyl, ceramics, recessed/computer flooring) studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, metal door bucks, and metal window frames, movable partitions, regardless of composition and accessories, the handling of all these items regardless of the packaging or protection used; backing board of all systems (including but not limited to thin coat and other finished systems); fireproofing of beams, and columns and chases (except sprayed on); rigid, sound and thermal insulation materials, also insulation used for the purposes, but not limited to fireproofing, soundproofing, thermal, etc.; preparation of all openings for lighting, air vents or other purposes.

A. All work connected with the handling, cutting, fitting and installation of gypsum board, to be used as insulation and/or as fire retardant on field-assembled insulated metal panels. All work in connection with the handling, cutting, fitting, and installation of gypsum board which may be used for supply duct, shaft walls, exhaust duct and bathroom ventilation rises (including metal framing and grills), and regardless of the purpose, type or method or manner of installation, attachment or connection (free standing or connected); all layout work including the use of the level, transit, laser and any other instrument or tool in use or adaptable to the work herein described in this Section 2.

B. The Carpenter's work jurisdiction concerning the unloading of unfinished gypsum drywall and insulation materials shall be performed in accordance with the past tradition as previously performed by the individual contractor. After drywall and material are stored, the *second move will be by carpenters.*

C. This agreement covers all work in connection with the installation and erection of all temporary protection, dust proof partitions and enclosures.

3. It is understood that the installation and attachment of the miscellaneous iron and steel that penetrates the drywall or acoustical materials and serves as a support system pertaining to any work normally performed by Carpenters shall be done by the Employees covered in this Agreement. It is further understood that the installation, fastening, and connection of all types interior or exterior fixtures, light iron and metal studs, interior and exterior light gauge steel, framing and all types of furring, regardless of composition, erected to receive the materials specified in this Agreement, including by not limited to: gypsum (plane, vinyl/covered, sheet lead lined), walls, partitions, ceiling heat panels, backing boards, or acoustical materials.

CARPET WORK

The employment of Carpet Mechanics and Apprentices in the Carpet Industry shall be governed by the terms and conditions of the Master Carpenters Agreement, to which this is appended, and by the specific terms of this Appendix. In the interpretation of application of the Master Carpenters Agreement and this Appendix, if any conflict arises pertaining to the employment of Employees in the Carpet Industry, the terms of this Appendix shall govern. Any benefit or condition not changed by this Appendix shall be governed by the Master Carpenters Agreement.

WORK AS CARPET EMPLOYERS

Prior to the employment of Employees to perform work within the Carpet Industry, and thereafter during the term of this Agreement, an Employer shall have a regular Carpet Business Office and work-room and hire Employees to work in the Carpet Industry on more than a casual basis. No Employer failing to meet these requirements shall employ persons to work in the Carpet Industry.

GENERAL CONDITIONS

1. Carpet Mechanics shall provide the tools for their craft ordinarily carried in toolboxes including a drill, pole carpet stretcher and heat-seaming iron. Employees shall not be allowed to furnish trucks or cars, or rent tools or equipment to any Employer.

2. The delivery of flooring material, final preparation of floors and clean up of debris will be the assignment of Employees working under the Agreement, whether Journeymen or Apprentices.

3. Each shop shall have a Shop Steward appointed by the Business Representative.

A. Separate Carpet or Flooring Stewards may be appointed at the jobsite by the Business Representative.

SOUTH FLORIDA CARPENTERS REGIONAL COUNCIL
TILT-UP CONSTRUCTION ADDENDUM

1. SCOPE: This agreement shall apply to new, private tilt-up construction, and miscellaneous concrete work performed in connection with a tilt-up construction project, on any project with a project cost, excluding land, of up to nine million dollars $9,000,000.00). Non-tilt-up projects will not be covered by this Agreement, except as provided below. Tilt up projects more than nine million dollars ($9,000,000.00) will be covered by the Master Labor Agreement. This Agreement will cover all employees performing carpenter craftwork and any other classification of workers which the Contractor wishes to cover, with the agreement, in writing, of the South Florida Carpenters Regional Council on other types of concrete construction will be handled as follows:

A. Any type of construction work performed on a public works project will be covered by the Carpenters Master Labor Agreement and performed under the appropriate established prevailing wage and benefit package.

WAGE APPENDIX

The Wage and Fringe adjustment will be as follows under the current Master Agreement. The increases or portions thereof for 2004 and 2005 are to be allocated by the Union.

CARPENTER:	**8/1/03**	**4/1/04**	**4/1/05**
Master Agree. JM	17.46	* $1.07	* $1.07
Interior/Carpet	17.25	* 4%	* 4%
Tilt Wall JM	17.25	* 4%	* 4%

Apprentices: Apprentice and Training Level Carpenters percentage increases shall be paid in accordance with the Master Agreement Rate.

	8/1/03	**4/1/04**	**4/1/05**
1st Period	10.83	*	*
2nd Period	11.70		
3rd Period	12.57		
4th Period	13.44		
5th Period	14.32		
6th Period	15.19		
7th Period	16.06		
8th Period	16.94		
TL-5	14.32		
TL-6	15.19		
TL-7	16.06		
TL-8	16.94		

Industrial: (Refer to Article VI, Page 12 Under Industrial Rate)

	8/1/03	**4/1/04**	**4/1/05**
Journeyman	20.46	*	*
1st Period	12.68		
2nd Period	13.70		
3rd Period	14.73		
4th Period	15.75		
5th Period	16.77		
6th Period	17.80		
7th Period	18.82		
8th Period	18.84		

* Allocations subject to the Provisions of Article XIII, Section 14.

Per Article VI of the Master Agreement, Wage Schedules, "All Employees below the Classification of Superintendent should be classified and paid in accordance with this Article. The wages as set forth in thus Appendix shall apply to work covered by this Agreement. The Union reserves the right to redirect from negotiated Wage Amounts and/or Fringe Benefit increases all or part thereof, to the South Florida Carpenters Health and Welfare Pension Trust Fund and/or the S.F.C.M.W.P.D. Training Trust Fund as defined in this Agreement.

IN WITNESS WHEREOF, the parties hereunder set their hands and

Seals this _____day of _____, 200__.

EMPLOYER:	**UNION:**
_____ Name of Company or Firm	South Florida Carpenters Regional Council
_____ Employer ID Number	
_____ Street Address	295 W. 79th Place
_____ City, State and Zip Code	Hialeah, Florida 33014
Phone Number _____	Phone: (305) 557-6100
Fax Number _____	Fax:(305) 557-5199
_____ Authorized Agent - Print	_____ Authorized Agent - Print
_____ Signature of Authorized Agent	_____ Signature of Authorized Agent
_____ Title of Authorized Agent	_____ Title of Authorized Agent
_____ Description of Business	

IN WITNESS WHEREOF, the parties hereunder set their hands and

Seals this _____ day of _____, 200__.

EMPLOYER:	**UNION:**
_____ Name of Company or Firm	South Florida Carpenters Regional Council
_____ Employer ID Number	
_____ Street Address	295 W. 79th Place
_____ City, State and Zip Code	Hialeah, Florida 33014
Phone Number _____	Phone: (305) 557-6100
Fax Number _____	Fax:(305) 557-5199
_____ Authorized Agent - Print	_____ Authorized Agent - Print
_____ Signature of Authorized Agent	_____ Signature of Authorized Agent
_____ Title of Authorized Agent	_____ Title of Authorized Agent
_____ Description of Business	

DEMAND THIS LABEL ON ALL MILLWORK, FIXTURES AND CABINET WORK, IT IS A SIGN OF DEPENDABLE WORKMANSHIP.

561-242-9911