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Title: Union Contractors and Subcontractors Association, Inc. (Industrial, Refractory, Commercial and Highway Agreement) and Southeast Florida Laborers' District Council, Laborers International Union of North America (LIUNA), AFL-CIO, Locals 478, 767, 800 (2003)

K#: 8900

Employer Name: Union Contractors and Subcontractors Association, Inc. (Industrial, Refractory, Commercial and Highway Agreement)

Location: FL Southeast

Union: Southeast Florida Laborers' District Council, Laborers International Union of North America (LIUNA), AFL-CIO

Local: 478, 767, 800

SIC: 1540

NAICS: 23622

Sector: P

Number of Workers: 1500

Effective Date: 05/01/03

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K8900

1,500 workers

Southeast Florida Laborers' District Council

18197

Industrial, Refractory, Commercial
and Highway Agreement

Bldg

between

1540
23622

**Southeast Florida Laborer's
District Council
on behalf of
Locals 478, 767 and 800**

and

**Union Contractors and
Subcontractors Association, Inc.**

Effective May 1, 2003 through April 30, 2006



Southeast Florida Laborers' District Council

**Industrial, Refractory, Commercial
and Highway Agreement**

between

**Southeast Florida Laborer's
District Council
on behalf of
Locals 478, 767 and 800**

and

**Union Contractors and
Subcontractors Association, Inc.**

Effective May 1, 2003 through April 30, 2006



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AGREEMENT

THIS AGREEMENT is made and entered into the FIRST day of May 2003, at Miami, Florida by and between the SOUTHEAST LABORERS' DISTRICT COUNCIL, and the UNION CONTRACTORS AND SUBCONTRACTORS ASSOCIATION, INC.

ARTICLE 1 CONDITIONS OF ACCEPTANCE

It is mutually agreed, understood, and acknowledged that the Southeast Florida Laborers' District Council of the Laborers' International Union of North American, AFL-CIO, on behalf of its Local Unions 478, Miami; 767, West Palm Beach; and 800 Miami; duly licensed in the State of Florida, hereinafter collectively referred to as the Union, a non-profit organization, is the duly authorized and recognized bargaining representative of the building construction general and semi-skilled, and highway laborers in the geographical area covered by this Agreement.

It is mutually agreed, understood, and acknowledged that the Union Contractors and Subcontractors Association, Inc., a non-profit corporation, hereinafter referred to as the Association, is duly authorized and recognized bargaining representative in the geographical area covered by the Agreement.

This Agreement is negotiated by the Association as a negotiating agent only, for and behalf of those firms whose liability for any breach of this Agreement shall be several, not joint.

Contractor Firms may become party to this Agreement by direct application to, and approved by, the Union. The Union shall notify the Association of the names of additional Contractor firms that become signatory to this Agreement.

The liability of the Union Contractors and Subcontractors Association, Inc., shall be that of bargaining agent only, acting without liability for the acts of its individual members or of others party to this Agreement.

The Contractor accepts and recognizes that the Union has declared and demanded recognition as the exclusive representative of the bargaining unit employees. The Employer acknowledges and accepts through first hand knowledge and is satisfied that the Union enjoys the majority support of the bargaining unit employees. Therefore, the Contractor recognizes the Union as the exclusive collective bargaining agent for the employees on all present and future job sites covered by this Agreement.

The Executive Vice President of the Union Contractors and Subcontractors Association, Inc., will appoint all Management Trustees and Committee Members regarding this Agreement.

ARTICLE 2
STRIKES AND LOCKOUTS

The parties hereto agree that there shall be no lockouts on the part of the Contractors. The Union shall not engage in any strikes, slowdown, work stoppage, planned inefficiency, or other interference with work, or threat or inducement of the same, during the term of this Agreement and any extension thereof.

Legal picket lines of trade unions are specifically excluded from the coverage of this Article. Jurisdictional pickets shall be a violation of this Agreement. A jurisdictional dispute shall be defined as a disagreement of assignment of work between two or more crafts.

ARTICLE 3
GRIEVANCE PROCEDURE

All disputes arising under the terms of this Agreement, except work assignment disputes, disputes relating to payment of wages, and to fringe benefit contributions, shall be settled as follows:

STEP 1: Within ten (10) working days after the occurrence of the event giving rise to the grievance, the Union or the contractor representative affected shall take it up with the other party or the grievance is null and void. The two parties shall render a decision within one work day. If not adjusted, then;

STEP 2: Within ten (10) working days of receipt of the answer from Step 1, the grievance shall be reduced to writing, signed by the aggrieved party and given to the other party. The Union representative and the superintendent shall attempt to resolve the grievance. A decision shall be rendered by the superintendent with two (2) work days. If the grievance is not adjusted, then;

STEP 3: Not later than ten (10) working days after Steps (1) and (2) have been completed, either party may request such controversy, claim, dispute or grievance be submitted to arbitration before the Labor Management Committee as follows:

The Labor Management Committee, consisting of two Union agents, two contractors signatory to this Agreement and not involved on the jobsite in the dispute and a fifth party jointly agreed upon, shall establish a meeting date, place (off job site) and time within ten (10) working days to meet. This time limit may be extended by mutual agreement. The decision of the Labor Management Committee shall be rendered verbally at the conclusion of the meeting and distributed to all parties, in writing, by the Chairman of the Labor Management Committee within ten (10) working days, and shall be final and binding on both parties.

If the Labor Management Committee deadlocks or if no majority decision is entered, then the dispute shall be submitted for final and binding arbitration under the Labor Arbitration Rules of the American Arbitration Association.

ARTICLE 4 **FOUR TEN-HOUR WORK DAYS**

At the contractor's option, and with prior notice to the Union, he can initiate four ten-hour work days, Monday through Thursday, at straight time. Any time worked over the ten hours will be at the appropriate overtime rate. Friday can be a makeup day but all fours over forty (40) are at the appropriate overtime rate. Friday can be a makeup day, a minimum of ten hours will be worked, weather permitting. If the contractor determines to revert to five days of eight hours, he is required to give the Union a three day notice.

ARTICLE 5 **HOLIDAYS**

Holidays recognized in this Agreement are:

- | | |
|--|---------------------------|
| 1. New Years Days | 5. Labor Day |
| 2. Dr. Martin Luther King Jr. Birthday | 6. Thanksgiving Day |
| 3. Memorial Day | 7. Day after Thanksgiving |
| 4. Fourth of July | 8. Christmas Day |

ARTICLE 6 **TERMINATION NOTICE**

Employees terminated by the discharge or reduction in force shall be paid all wages due at the time of termination. If any employee voluntarily quits he/she shall be paid all the wages due at the next regular pay day.

ARTICLE 7 **SAFETY AND SANITATION**

The contractor agrees to conform to standards for workers' protection and safety in compliance with all state and federal laws; to provide drinking water to be iced, individual drinking cups and/or fountains, and sanitary toilet facilities. The contractor, the Union and the employees covered by this Agreement agree to cooperate to the fullest extent to ensure that the safety and health of employees is protected

ARTICLE 8
HIRING HALL

When the contractor performs work within the territorial jurisdiction of the Southeast Florida Laborers' District Council, the contractor agrees that in the hiring of any employees to perform work subject to this Collective Bargaining Agreement, the employment of these employees shall be in accordance with the Joint Referral Rules of the Laborers' International Union of North America, the terms of which are incorporated herein by reference. The contractor may receive a copy of the Joint Referral Rules upon request.

A hiring hall for a flow of employees to employers who are bound hereunder is hereby established by the Union and operated and administered by the Union in each geographical area and for each classification that is set forth herein and the said hiring shall be operated pursuant to the terms of this clause.

The hiring hall shall be the sole and exclusive agency for the referral of employees to the employer. In hiring of all new men the employer agrees to call the Union and to give the Union the opportunity to refer laborer classifications employees and construction specialist employees required by the employer to perform work covered by this Collective Bargaining Agreement.

When new construction begins and the first working carpenter arrives at the jobsite then the employer will also have a laborer on the jobsite to perform laborers work.

ARTICLE 9
GEOGRAPHICAL AREA OF AGREEMENT

This Agreement covers the performance of work of Laborers, as outlined in the Constitution of the Laborers' International Union of North America, AFL-CIO, which work is performed by the contractor on construction jobsites in the geographical area of this Agreement.

The geographical area covered by this Agreement shall be: Broward, Glades, Hendrick, Miami-Dade, Indian River, Martin, Monroe, Okeechobee, Palm Beach and St. Lucie counties.

ARTICLE 10
REPORTING TIME

When an employee is required by a Contractor to report for work and is not given work, he shall received two (2) hours pay at the regular straight time rate regardless of whether Saturdays or Holidays are included. If an employee reports to work and the Contractor requests that the employee stand-by to perform work, the employee shall receive pay for all time worked including stand-by time.

ARTICLE 11
SHIFT WORK

THREE EIGHTS

Work eight, pay for eight. Work seven and one-half, pay for eight. Work seven, pay for eight.

| | | | |
|--------|------------|----|------------|
| Shifts | 7:00 a.m. | -- | 3:30 p.m. |
| | 3:30 p.m. | -- | 11:30 p.m. |
| | 11:30 p.m. | -- | 7:00 a.m. |

TWO NINES

First Shift: Nine and one-half hours, eight hours straight time, one hour time and one-half, one-half hour meal.

Second Shift: Nine hours, eight hours straight time, one hour time and one-half, one-half hour meal, \$0.25 premium each hour paid.

| | | | |
|---------|-----------|----|-----------|
| Shifts: | 7:00 a.m. | -- | 4:30 p.m. |
| | 5:00 p.m. | -- | 2:00 a.m. |

TWO TENS

First Shift: Ten and one-half hours, eight hours straight time, two hours time and one-half, one half hour meal time.

Second Shift: Work nine and one-half hours, on the job ten hours, eight hours straight time, two hours time and one-half, one-half hour meal time, \$0.25 premium for all hours paid. Craftsmen will be sent from Hall with hourly rate, to include the \$0.25 premium. Realize that the overtime hours will be \$3.75 and not \$0.25 on the premium pay.

| | | | |
|---------|-----------|----|-----------|
| Shifts: | 7:00 a.m. | -- | 4:30 p.m. |
| | 6:00 p.m. | -- | 4:00 a.m. |

TWO TWELVES

First Shift: Twelve hours, eight hours straight time, three and one-half hours time and one-half, one-half hour meal time.

Second Shift: Twelve hours, eight hours straight time, four hours time and one-half, meal time paid, \$0.25 per hour premium.

| | | | |
|---------|-----------|----|-----------|
| Shifts: | 7:00 a.m. | -- | 7:00 p.m. |
| | 7:00 p.m. | -- | 7:00 a.m. |

ARTICLE 12
FOREMAN

For each five (5) laborers or semi-skilled laborers, employed by any Contractor on a jobsite, one (1) shall be assigned as foreman and supervisor of laborers. All foreman shall be members of Laborers' Locals 478, 767, 800; all foreman shall be dispatched by the Local Union's Business Managers. The Contractor shall be the sole judge of the employee's qualifications as foreman. If the Contractor is not satisfied with the foreman, another foreman shall be dispatched from the Union's Hiring Hall. The determination and appointment of the general foreman shall be by the Contractor after fifteen (15) laborers are employed by the Contractor on a jobsite.

ARTICLE 13
UNUSUAL WORKING CONDITIONS

Laborers shall be reimbursed for, or have replaced, clothing and shoes materially damaged by acids or other corrosive chemicals when they are required by the Contractor to work near such materials.

Contractors shall provide goggles, Vaseline, or suitable lubricant, and protective clothing to all laborers working with noxious materials.

When laborers are required to work in wet concrete, water or rain, Contractors shall furnish each laborer with suitable rubber boots, raincoats, and rubber gloves.

If safety shoes are required by the client, laborers will furnish their own.

Free parking shall be provided by the employer.

ARTICLE 14
REFRESHMENT

Laborers will be permitted to have a refreshment once in the morning and once in the afternoon at or near their work stations, not organized.

ARTICLE 15
OVERTIME

Overtime at the rate of time and one-half shall be paid for all work performed after eight hours on any regular work day except as provided in Article 6. The first ten (10) hours of work performed on Saturday shall be paid at the rate of time and one-half and all work performed after ten (10) hours on Saturdays, shall be paid at the rate of double time. Work performed on Sundays and holidays shall be paid at the rate of double time.

ARTICLE 16
SUBCONTRACTING

Nothing in this Agreement shall limit the right of the Contractors to subcontract or select its subcontractors. The Contractor agrees to put forth a "good faith" effort to subcontract work performed under this Agreement to subcontractor's signatory to the appropriate Agreement with the Laborers District Council. In the event that work is subcontracted to a non-signatory contractor, the Contractor agrees to notify each subcontractor of the provisions of this Agreement and to notify the Laborers District Council of any work subcontracted to non-signatory contractors. The Laborers District Council agrees to furnish a list of signatory contractors upon request to the signatory Contractor.

ARTICLE 17
UNION REPRESENTATIVES

When requested by the Union the Contractor shall grant to any duly elected officer or delegate of the Union leave of absence, without discrimination, for the purpose of talking care of his duties when given notice, not less than twenty-four (24) hours.

The Business Representative of Locals signatory to this Agreement shall have access, through established procedures, to the job for the purpose of transacting business in connection with the job, but shall not interrupt employees during working hours.

ARTICLE 18
LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee composed of the Business Agents and Assistant Business Agents of each of the three (3) Locals signatory to this Agreement and the Executive Vice President of the Association and contractors signatory to this Agreement.

ARTICLE 19
JOB STEWARDS

The Business Representative shall appoint for each shift a job steward who must be on the job at all times when laborers' work is being performed and who must be a member in good standing in the Local.

The Steward shall not be discriminated against for performing his recognized duties, which are as follows:

To present all grievances and disputes to his foreman. If he cannot agree on an adjustment of the questions, the steward shall notify his Business Representative who shall take the matter up with the Contractor's representative for adjustment in the field office or in an area other than the immediate working area; and the steward shall remain on the job for instructions from his Business Representative.

To report promptly all sickness and injuries on the job to the Contractor, who shall have someone accompany the sick and injured laborer to his/her home or the hospital if necessary. If the job steward is injured, the laborers shall select an acting steward, subject to the approval of the Business Representative.

Stewards representing these Locals shall be afforded every courtesy that is extended stewards of all other crafts. In addition, prior to discharge of the steward, the Union office and/or Business Representative shall be given notification of the intended discharge at least twenty-four (24) hours prior to the discharge on any jobs; however, should the steward be guilty of insubordination, fighting, drinking, gambling, not using the latrines, or possession of a deadly weapon, then he shall be terminated immediately.

The steward shall have sufficient time to carry out these duties during working hours; and shall confine his inspections to the jobsite on which his Contractor is working.

It shall be the duty of the steward to see whether the terms and conditions of this Agreement are being complied with; and while acting in this capacity, he shall be required to be familiar with the current Agreement and the jurisdictional procedures and shall notify the job superintendent if they are not observed.

All newly hired employees will report to the job steward upon reporting to the job for work for the first time. If for some reasons the steward cannot be found he shall report to the job steward as soon as he is available or before starting work on the succeeding date. However, nothing herein shall prohibit the employee from starting work. Any employee who fails to abide by the reporting provision is subject to discharge at the request of the Union for violation of the hiring hall provisions of this Agreement.

The steward shall be notified of a reduction in the work force not less than one (1) hour before the discharge of employees.

ARTICLE 20 JOINT TRUST FUNDS

Section 1: The Contractor agrees to contribute to the below listed Joint Trust Funds, the hourly contributions as set forth in this Agreement.

Southeast Florida Laborers' District Council Health & Welfare Fund
Laborers' National Pension Fund
Laborers' Southeast Training Fund
Laborers-Contractors Cooperation and Education Trust
Southeast Florida Joint Apprenticeship and Training Fund

Section 2: All Contractors who are parties to or otherwise bound by this Agreement acknowledge, accept and agree to be bound by the Agreements and Declarations of Trust of the various Trust Funds as set forth within this Agreement. All Contractors acknowledge and accept the current contractor Trustees of the various Trust Funds to act in their behalf and to accept future Trustees who are appointed or elected in accordance with the Trust documents. All Contractors further acknowledge that they are bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments pertaining to any Trust Fund as promulgated by the Trustees, in accordance with the Trust Agreements, whether currently existing or promulgated during the term of this Agreement.

Section 3: Contributions and withholdings shall be paid weekly, based upon the payroll week now in effect by the individual Contractors. If any respective Board of Trustees of various Trust Funds and the Union decide to permit monthly payments, then upon written notice to the Contractor, contributions and withholding shall be payable on the fifteenth (15) day of the month next following the month for which the contributions are payable.

Section 4: The Contractor agrees to accompany fringe benefit contributions and withholdings with a uniform reporting form approved by the Trustees, showing the name and social security numbers of the employees, the hours paid, the amount of the contributions, and such other pertinent information as may be requested by the Trustees. In the event the Contractor has no payments to make for any reporting period, the Contractor shall indicate that fact in the appropriate space on the reporting form.

Section 5: Weekly contributions are due within ten (10) days of the end of the payroll week. A Contractor shall be considered delinquent if contributions or withholdings in full are not received by the Trust Funds, or their designated agent, with the ten (10) day period. In event that a Contractor is delinquent, the contractor shall be responsible for payment of any and all costs that are incurred in the collection of the delinquent contributions or withholdings, including reasonable attorneys' fees, accountants' fees, court costs, liquidated damages and interest.

Section 6: The Board of Trustees of the Trust Funds by majority vote shall have the right at any time to audit the records of any Contractor to determine whether full or timely payments have been made. The Contractor agrees to permit a certified public accountant or a member of the firm or staff, selected by the Trustees, to enter upon a Contractor's premises during normal working hours to examine such records as may be required to determine whether full and timely payments have been made. The Contractor agrees to provide, among other records, IRS form 941, Unemployment Compensation Tax Form UCT-6, payroll journal, disbursements journal, time and job record cards, listing or schedule of subcontractors and any other such records deemed necessary by the Board of Trustees to determine compliance with the reporting and payment requirements of this Agreement. If an audit shows a delinquency or deficiency in payments, the Contractor shall pay the cost of the audit, otherwise the Trust requesting the audit shall pay the cost.

Section 7: The Contractor agrees that if the Contractor's delinquency and the payment of contributions to the Health & Welfare Fund causes any employee to lost or fail to gain eligibility under the Health & Welfare Plan, and the employee has personally incurred any dental, medical or hospital expense for the employee or the employee's family, the Contractor shall be liable for and shall pay such expenses and costs in addition to any delinquent amounts.

ARTICLE 21 APPRENTICES

After employing one (1) journeyman, the next laborer employed may be an apprentice. After employing four (4) journeymen, an apprentice shall be employed as the next laborer employed. After the first apprentice is employed, the ratio of apprentices to journeyman shall not exceed one (1) apprentice for three (3) journeyman.

The apprentice to journeyman ratio shall pertain to the employer's total employment of journeyman which shall not have to be maintained on any specific job provided a journeyman is on each job where an apprentice is employed. The employer is responsible for apprentices receiving the necessary on-the-job experience and related technical instructions.

All apprentices must attend apprentice school as established and administered by the Joint Apprenticeship Committee. The apprentice school courses shall meet the minimum requirements established by the Bureau of Apprenticeship and Training. The employer agrees to discharge from employment any apprentice who violates this section, upon receipt of such notice by certified mail from the Joint Apprenticeship Committee.

The Joint Apprenticeship Committee shall be composed of equal representation from the Employers and from the Union. This committee shall be charged with administering the applications for apprenticeship and training. It shall pass on requests for apprenticeship and training, consider requests for promotions, consult with the apprenticeship and training program.

The committee shall meet regularly on the call of the Chairman during the apprentice and training school year and at such times as are necessary to properly promote the welfare of the apprenticeship and training program. The cost of the apprenticeship program will be born through the Training Trust Fund.

Apprentices shall receive the following percent of the journeyman's wages:

| | | |
|---------------|--------------------------------|------------------------|
| First Period | One to Six Months | 80% of journeyman wage |
| Second Period | Six to Twelve Months | 85% of journeyman wage |
| Third Period | Twelve to Eighteen Months | 90% of journeyman wage |
| Fourth Period | Eighteen to Twenty-Four Months | 95% of journeyman wage |

ARTICLE 22 WAGES

Effective the first full payroll period on or after May 1, 2003, wage rates and benefits for Laborers represented by the Southeast Florida Laborers District Council in the geographical area covered by this Agreement shall be for Locals 478, Miami; 767, West Palm Beach; and 800 Miami; as follows:

COMMERCIAL WAGES AND FRINGE BENEFITS:

Effective May 1, 2003 through April 30, 2004

| | |
|-------------------------|------------|
| Wages | \$11.65 |
| Health & Welfare | 2.02 |
| Pension | 1.10 |
| Training | 20 |
| LECET | .05 |
| Agreement Adm./Training | <u>.09</u> |
| Total Package | \$15.11 |

A \$0.50 per hour premium will be paid for Mason and Plaster Tenders, Concrete Placement-Patchmen and Finisher Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air-Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper & Mixers, Cutting Torch, Hydro-Blasting, Chain Saw.

| | |
|-------------------------|--------|
| Laborer Foreman | \$1.00 |
| Laborer General Foreman | \$1.50 |

INDUSTRIAL WAGES AND FRINGE BENEFITS:

Effective May 1, 2003 through April 30, 2004

Local Union 478

| | |
|------------------|------------|
| Wages | \$16.04 |
| Health & Welfare | 2.02 |
| Pension | 2.65 |
| Training | .20 |
| LECET | <u>.05</u> |
| Total Package | \$20.96 |

Local Union 767

| | |
|------------------|------------|
| Wages | \$15.50 |
| Health & Welfare | 2.02 |
| Pension | 1.88 |
| Training | .20 |
| LECET | <u>.05</u> |
| Total Package | \$19.65 |

MASTER AGREEMENT:

Effective May 1, 2003 through April 30, 2004

Local Union Number 800 Only

(Highway, Subdivision Utilities Site Preparation and Asbestos Removal)

Construction and
Landscaping Laborers

| | |
|-------------------------|------------|
| Wages | \$10.15 |
| Health & Welfare | 2.02 |
| Pension | 1.30 |
| Training | .20 |
| LECET | .05 |
| Agreement Adm./Training | <u>.09</u> |
| Total Package | \$13.81 |

Construction Specialist
Pipelayer, Asbestos Remover
Hazardous Water and Lead

| | |
|-------------------------|------------|
| Wages | \$12.35 |
| Health & Welfare | 2.02 |
| Pension | 1.30 |
| Training | .20 |
| LECET | .05 |
| Agreement Adm./Training | <u>.09</u> |
| Total Package | \$16.01 |

Landscaping Maintenance

| | |
|-------------------------|------------|
| Wages | \$ 9.80 |
| Health & Welfare | 2.02 |
| Pension | 1.30 |
| Training | .20 |
| LECET | .05 |
| Agreement Adm./Training | <u>.09</u> |
| Total Package | \$13.46 |

Heavy and Highway Contractors – ONLY, start fringe benefits after 90 DAYS –
PROBATIONARY EMPLOYEES ONLY

Any power tools - \$0.50 extra per hour

Water Truck Driver - \$0.50 extra per hour

Laborer Finisher wage for Sidewalk/Curb Gutter - \$12.00 per hour

Lead Man - \$0.50

Laborer Foreman - \$1.50

Laborer General Foreman \$2.00

One (1) to Five (5) Laborers – Laborer Foreman shall be assigned.

Five (5) to Fifteen (15) Laborers – Laborer General Foreman shall be assigned.

Effective May 1, 2004, \$0.75 increase was negotiated and to be allocated by the Union.

Effective May 1, 2005, \$0.75 increase was negotiated and to be allocated by the Union.

ARTICLE 23 **CHECKOFF**

Section 1. The Contractor agrees, on written notice from the Union, to deduct from the wages of the employee who properly authorizes said deductions, such amounts for initiation fees, readmission fees, membership dues, working dues, monthly dues and assessments of the Local Union as may be established from time to time. The Contractor shall first withhold taxes and make prescribed social security deductions and payments on the gross amount of wages to the employees, and shall thereafter withhold from the employee's net wages the working assessments and other payments provided in the authorization..

Section 2. The Contractor agrees, upon presentation of the signed written authorization, to withhold weekly such amounts as the Union requests consistent with the authorization, and to forward the total of such withheld sums weekly to the Union, upon the Union's direction to the Union's Escrow Account.

Section 3. The Union shall indemnify and save the Contractor harmless against any and all claims, demands, suits or other forms of liability that shall arise out of by reason of action taken or not taken by the Contractor for the purpose of complying with the provisions of this Article.

ARTICLE 24

LABORERS-CONTRACTORS COOPERATION AND EDUCATION TRUST (LECET)

The Contractor and the Union recognize that they must confront many issues of mutual concern which are more susceptible to resolution through labor-management cooperation than through collective bargaining. The Contractor and the Union also recognize that workers as well as business benefit from labor-management cooperation. To seek resolution of these mutual concerns and to advance mutual interest through labor-management cooperative efforts, the Contractor and the Union agree to participate in the labor-management cooperation trust funds described herein which are established in accordance with Section 302 (c) (9) of the Taft-Hartley Act.

The Contractor shall contribute to the Laborers-Contractors Cooperation and Education Trust (LECET) effective as of the effective date of this Agreement and for each month thereafter for the term of this Agreement, including any extensions or renewals thereof. The Contractor shall contribute to LECET at the rate of two cents (\$0.02) for each hour or portion of an hour for which each employee covered by this Agreement is entitled to receive pay. The Contractor shall submit all contributions to LECET in such manner and at such times and place as LECET shall designate. The Contractor and the Union hereby adopt the Agreement and Declaration of Trust establishing LECET, a copy of which has been provided to each.

The Contractor shall contribute to the Regional Labor-Management Cooperation Trust (Regional Cooperation Trust) effective as of the effective date of this Agreement and for each month thereafter for the term of this Agreement, including and extensions or renewals thereof. The Contractor shall contribute to the Regional Cooperation Trust at the rate of three cents (\$0.03) for each hour or portion of an hour for which each employee covered by this Agreement is entitled to receive pay. The Contractor shall submit and place as the Regional Cooperation Trust deems necessary to verify contributions. The Contractor and the Union hereby adopt the Agreement and Declaration of Trust establishing the Regional Cooperation Trust, a copy of which has been provided to each.

ARTICLE 25

AGREEMENT ADMINISTRATION TRAINING

This Agreement Administration/Training (AAT) shall be applied to Management's cost of labor relations, collective bargaining, industry relations, public relations and all matters and problems incidental thereto, cost of maintaining facilities, arbitration, disputes, and adjustment of grievances; appointing of trustees on benefit funds; promotion of training and safety programs, and other industry costs.

Specifically excluded from the purpose of the Agreement Administration/Training is the use of any of this fund for lobbying in support of anti-labor legislation and/or to subsidize

contractors by the payment of monies to them from the fund in connection with legal work stoppages or strikes against such contractors.

It is hereby mutually agreed that the Union Contractors and Subcontractors Association, Inc., shall have full control of and disburse all funds of the Agreement Administration/Training.

ARTICLE 26
DURATION OF AGREEMENT

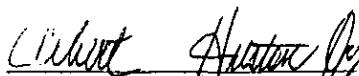
This Agreement is effective May 1, 2003 and shall continue in full force and effect until midnight April 30, 2006, the anniversary date, and for consecutive one-year periods thereafter until terminated or modified by either party by written notice of intent to terminate or modify, mailed to the other party by registered mail, postmarked at least sixty (60) days prior to the anniversary date; provided, however, that any change or modification can be made at any time by mutual consent. The adjustment or modification period shall be sixty (60) days prior to the anniversary date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

UNION CONTRACTORS
AND SUBCONTRACTORS
ASSOCIATION, INC.

SOUTHEAST FLORIDA LABORERS'
DISTRICT COUNCIL ON BEHALF OF
LOCALS 478, 767, AND 800


H. Preston Taylor-Chairman


Albert Huston Jr.-Local 478


Thomas K. Matthews-Local 767


Coleman A. Sippio-Local 800

EMPLOYER ACCEPTANCE

The below named Employer hereby expressly acknowledges that he has received and examined a true and exact copy of the Collective Bargaining Agreement. In addition, the undersigned Employer accepts, adopts and agrees to be bound by each and every term and condition of the Collective Bargaining Agreement with the Southeast Florida Laborers' District Council dated May 1, 2003, for the term expressed therein.

Signed this _____ day of _____, 2_____

Name of Employer

Address

By: _____
Signature of Authorized Employer Representative

Title of Person Signing

Employer Federal I.D. Number

Accepted for Southeast Florida Laborers District Council