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**AGREEMENT BETWEEN
THE ATLANTA CONTRACTORS' LABOR COMMITTEE OF
THE GEORGIA BRANCH ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.
AND
CARPENTERS LOCAL UNION NO. 225
AN AFFILIATE OF THE SOUTHEASTERN CARPENTERS REGIONAL COUNCIL AND
THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
FOR
COMMERCIAL AND INDUSTRIAL CARPENTRY CONSTRUCTION**

**FOR THE PERIOD
JULY 1, 2004 – JUNE 30, 2007**

This Agreement is entered into by and between the Atlanta Contractors' Labor Committee of the Georgia Branch, Associated General Contractors of America, Inc., here and after referred to as the Employer, and Carpenters Local Union No. 225, an affiliate of the Southeastern Carpenters Regional Council and the United Brotherhood of Carpenters and Joiners of America, here and after referred to as the Union.

The purpose of this Agreement is to establish stability of wage rates and working conditions for Commercial and Industrial Carpentry Construction and is for the mutual benefit of, not only the parties of this Agreement who employ them but is for use by any employer and employee in the jurisdictional area who agrees to abide by its terms.

The area covered by this agreement is defined to be the following counties in the greater Atlanta, Georgia area: Clayton, Cobb, DeKalb, Fulton, Gwinnett, and Rockdale counties.

The parties intend that the total results of their understandings are embodied in this Agreement and the appropriate craft Schedule A, and no party is required to render any performance not set forth in the wording of this Agreement. Provisions of local or regional agreements shall not apply to projects which are undertaken and constructed under this agreement.

**ARTICLE I
Management of the Work**

- A. Except as expressly limited by the provisions of this Agreement and the "Schedule A" attached hereto, the Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations.
- B. The Employer will be the sole judge in determining the competency of applicants and employees with the right to hire, reject, or terminate accordingly, and will be responsible for determining a fair day's work for employees covered by the Agreement.
- C. The Employer shall be the sole judge as to the number of employees, foremen and other supervisors required to perform the work and the number of employees to be assigned to any crew, operation or piece of equipment.
- D. The selection of foreman shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen the Employer will give primary consideration to the qualified individuals available in the local area. After giving such consideration, the Employer may select such individuals from other areas. Foremen shall take orders from the designated Employer representatives.

- E. Non-manual employees, including but not limited to clerical, engineering, lay out, quality control, warehousing, custodial and security, are not covered by the Agreement and are recognized as Employer staff personnel.
- F. Any traditional management rights not expressly set forth in the Agreement are reserved for use by the Employer at the Employer's discretion.

ARTICLE II

Wage Rate and Benefits

- A. Wage rates and fringe benefit contributions to be paid employees on projects covered by this Agreement are set forth in Schedule A, which are made a part of this Agreement.
- B. Nothing contained herein shall require the Company to provide any employee a higher rate of pay, a greater health or pension contribution, or any other more favorable benefit, term or condition of employment than that required by any other collective bargaining contract entered into by the Union with any other Contractor competitive with this Company for the same classification of employment for the same period of time. To the extent that any such other collective bargaining contract provides lower wages, health or pension contributions, or any other less favorable benefit term or condition of employment than those provided hereunder, the provisions shall automatically be extended to the Company. If the Union negotiates such a more favorable benefit, it shall provide the Company with a written copy of the agreement containing such more favorable benefit within seven (7) calendar days of executing such agreement.
- C. Premium pay practices found elsewhere in the industry shall not be paid on projects worked under this Agreement. These prohibited premium pay practices shall include but not be limited to show-up pay or reporting pay, stand-by pay, premiums based on height or type of work, premiums based on handling certain materials, etc.
- D. The Employer agrees to recognize bon-a-fide employee fringe benefits contained in Schedule A such as pension, health and welfare, and apprenticeship and training funds and will contribute to such funds in accordance with the rates established in the appropriate Schedule A.
- E. Industrial promotion or administrative funds which do not accrue to the direct benefit of employees are not considered fringe benefits and need not be paid by the Employer.
- F. No language in the Agreement shall be construed as guaranteeing any number of hours of work per day or per week for any employee.
- G. The Union and the Company recognize the need to promote training, skills enhancement, and safety activities that would improve job skills and enhance job security for employees as well as contribute to the competitiveness and wellbeing of the Company. Therefore both parties agree that the wages set forth in Schedule "A" of this agreement are based upon continuous craft training for all eligible employees covered by this agreement. Furthermore, such training shall be administered under the following guidelines:

1. Time spent by eligible employees in receiving craft training may be outside regularly scheduled working hours, and shall not be considered hours worked, and shall not be compensated by the Company.
2. It is agreed that the Union and the Company will conduct all training in a spirit of cooperation with the intent to produce safer, more efficient, and conscientious employees. Therefore, the Company shall be ultimately responsible for the assessment of employees' training needs; to determine course selection, and to assist in the location and scheduling of all training classes. Furthermore, the company may make such training a condition for continued employment provided that adequate time is afforded to the employee to receive said training.
3. The Union and the Joint Apprenticeship Committee shall be ultimately responsible for the training process, course content and delivery, instructor certifications, and expenses associated with the training of eligible employees.
4. It is understood that sufficient time will be allotted to adequately cover the selected subject matter, and that each course may range from at least eight (8) hours to no more than forty (40) hours. Any employee that has not received eight (8) hours of craft training prior to July 1, 2004 may, at the Company's discretion, be required to receive an additional eight hours of craft training in order to receive this contract's guaranteed wage.

ARTICLE III
Work Rules

- A. Forty (40) hours of work performed, Monday through Saturday, shall constitute a regular workweek, comprised of five (5) eight (8) hour days, exclusive of half-hour meal breaks, Monday through Friday with a Saturday make-up day at straight time, worked at the option of the Employer, provided time lost Monday through Friday is for any reason beyond the control of the employer. Saturday will not be used as a make-up day when a holiday falls during the workweek.
- B. Four (4) ten (10) hour shifts may be worked when mutually agreed upon between the Employer and the Union. The fifth weekday and Saturday shall not be used as make-up days at straight time except for reasons beyond the control of the Employer, nor will the said days be used as make-up days in the event that a holiday falls during the workweek.
- C. Employees hired any day besides the first day of the pay period (or week) shall receive the same rate of pay as the crew that the Employee is working with, when the Employee works on Saturday (and the fifth weekday on a four ten hour shift.)
- D. The workday shall be between the hours of 6:00 a.m. and 6:00 p.m.
- E. Shifts shall be worked and paid as follows: First shift - 8 hours pay for 8 hours work; Second Shift - 8 hours pay for 7 ½ hours work; third shift eight hours pay for seven hours work. There will be at least eight (8) hours between shifts for employees. If employees return to work with less than eight (8) hours between shifts the employer will pay all employees at one and one half (1 ½) the regular rate of pay for hours worked on that shift.

- F. Special Shifts shall be established to conform to special job conditions and access to job, at the Employer's discretion. Employees on such shifts shall work eight (8) hours at straight time rates, provided this shift is worked for at least three (3) consecutive days. If the special shift is worked for one or two days, all time outside of the regular workday shall be paid at time and one half (1 ½) the base wage rate.

ARTICLE IV

Overtime and Holidays

- A. Time and one half (1 ½) the base wage rate shall be paid for all time worked over eight (8) hours in any one shift or in one work day; or over forty hours in any one week Monday through Saturday. One and one half times shall be paid after ten (10) hours worked in any one day or shift when four (4) ten (10) hours worked in any one day or shift when four (4) ten (10) hour shifts are utilized. Employers changing from five (5) eight (8) hour days to four (4) ten (10) hour work days shall give all employees affected forty eight (48) hours notice of change of shift times.
- B. Time worked on Sunday or holidays shall be paid at double the base wage rate (double time). Non-paid holidays shall be New Year's Day, National Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday, it will be observed on the Friday prior to the holiday. When a holiday falls on Sunday, it will be observed on the following Monday.
- C. There shall be no pyramiding of overtime rates and double time shall be the maximum pay for any hour worked.
- D. Carpenters, Improvers and Apprentices will not receive overtime pay for any day in a week in which an employee fails to work his full weekly schedule without a valid excuse. A valid excuse shall include but not be limited to absences for proven illnesses, injury, death of a family member, or jury duty.

ARTICLE V

Recruitment of Trade Personnel

- A. The Union shall maintain an out of work list for the orderly referral of applicants for employment. The Union shall exercise total control over the out of work list and shall be solely responsible for its institutional structure and its operation. The Employer shall be held harmless in any issues arising from operation of the out of work list, including but not limited to acts of discrimination, breach of law, liability and negligence.
- B. The Union agrees to furnish duly qualified applicants on a nondiscriminatory basis and shall do so in accordance with the minority requirements of the various federal, state and municipal agencies having duly constituted authority. (Inability to comply with these minority requirements shall not constitute a breach of this Agreement on the part of the unions.) Upon request of the Employer, the Union shall furnish applicants in such numbers and classifications of work skill as required by the Employer in the manner and under the conditions specified in this Agreement. The Employer shall be the sole judge as to the qualifications of any applicant for employment.

- C. If, within twenty-four (24) hours following the request of the Employer for job applicants, the Union is unable to furnish, or withholds for any reason, requested job applicants, the Employer may hire from any source. In this event, however, the Employer shall promptly notify the trade of the persons so employed, giving names, Social Security numbers, job classifications and probable length of employment.
- D. **NON-DISCRIMINATION:** The Union and Employer mutually agree that they will not discriminate against anyone because of race, color, creed, age, sex, national origin and union membership in referrals and hiring, and do further agree that they will comply with all federal, state and municipal laws and regulations regarding equal opportunity employment. Wherever reference is made to gender in the Agreement, the same shall be interpreted and construed as including both male and female.
- E. The Employer shall have the right to employ directly by name any number of journeymen, foremen, apprentices and improvers.

ARTICLE VI
Project Working Conditions

- A. Employees shall be at their work stations at the designated reporting time ready to work; with all personal tools and/or protective gear in their possessions to perform the work assigned and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time.
- B. Lunch wagons and vending machines may not be permitted on the project nor will employees be allowed to bring items on the project for sale to other employees. Employees are expected to bring their own lunches and beverages for lunch.
- C. There shall be one paid rest break for each four consecutive hours worked. This break shall be fifteen (15) minutes in duration and shall be taken before the completion of this same work period. All breaks will be taken at a time and place designated by the Employer; furthermore, it shall in no way impede the progress of work outside of this fifteen minute break period.
- D. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety regulations as established by the Employer or the Owner. Any Employee who violates any published safety regulation established by the Employer or Owner, which may be amended at any time at the sole discretion of the Employer or Owner, will be subject to the disciplinary action, up to and including discharge without recourse of the provisions of Article VIII - Settlement of Disputes.
- E. As a part of the State of Georgia Workers' Compensation Drug-Free Workplace Certification Program (O.C.G.A.) Section 34-9-41 thru (1993), as well as the federal Drug-Free Workplace Programs, the Union recognizes the right of the Employer to have a Substance Abuse Program to help ensure a safe, healthy, productive work environment for all workers.

The Employer's Substance Abuse Program will provide a written policy addressing a minimum of the following items:

- * Who is covered by the program.
 - * Rules regarding the types of drugs, alcohol and other items that are subject to the program
 - * An explanation of how the Employer will enforce the program.
 - * An explanation of the penalties for violating the program.
- F. The Employer shall establish such other project rules as appropriate. These rules will be posted at the project site and may be amended by the Employer thereafter as necessary.
- G. The Union agrees that the Employer may make maximum use of apprentices and improvers on the project.
- H. The workweek for payroll purposes will begin with the first or day shift on Monday morning and end on the following Monday morning (the work week may be modified by mutual consent). The Employees shall be paid on Friday before quitting time for all work performed during the preceding workweek. Any employee desiring to leave the job before the end of the day on Friday will wait until the next workday to be paid.
- I. Toilet facilities shall be provided at the job site to comply with Section 1926.51 (c) of 29 CFR Occupational Safety and Health Regulations for Construction.
- J. Drinking water shall be provided at the job site to comply with Section 1926.51 (a & b) 29 CFR Occupational Safety and Health Regulations for Construction.
- K. On jobs where adequate free parking is not available within a reasonable distance from the work site, the Employer shall have the right to designate parking areas to be used by the Employees. The Employer will reimburse the Employee a maximum of \$5.00 per day of parking charges upon presentation of valid receipt. These reimbursements will be made on a weekly basis with the Employees check.

ARTICLE VII
Project Harmony

- A. It is hereby agreed by the Union and the Employer that the Union will not resort to strikes (which include stoppages or slowdowns of work) during the life of this Agreement. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, honor, support or condone any strike, sympathy strike, slowdown, picketing, concerted work stoppage or any intentional interruption of production during the life of the Agreement by reason of any dispute or difference of opinion between the parties hereto, save and except the failure of either party to abide by the terms of this Agreement as adjudicated by a competent state or federal court of final judgment after the exhaustion of all efforts to resolve the issue through arbitration procedures in Article VIII - Settlement of Disputes.
- B. Any employee or employees engaged in the above prohibited activities shall be subject to disciplinary action and/or discharge.
- C. In the event a grievance is filed by the Employer alleging breach of the above terms by employees, the sole question for arbitration shall be whether the employees engaged in prohibited activities under this Article.

- D. The Employer agrees that there shall be no lockouts for the duration of this Agreement.
- E. The Union agrees that if any other union or group of employees engages in any picketing or work stoppage, the Union shall consider such actions as illegal and will refuse to honor such picketing or work stoppage.

ARTICLE VIII
Settlement of Disputes

- A. JURISDICTIONAL DISPUTES: Work shall be assigned by the Employer based on economy, efficiency and Employer preference with consideration given to normal industry practices used to determine such matters. Once assigned by the Employer, such assignment will be performed by the Union and will remain unchanged unless changed by the mutual agreement of the Employer, the Union who has the work and the union who claims the work.
- B. GRIEVANCES: Any differences arising between the Employer and the Union as to the meaning and interpretation of the provisions of this agreement, with the exception of jurisdictional disputes, shall be resolved as follows:
 - (A) Within three (3) working days of the incident giving rise to the grievance, an attempted adjustment will be made at the local level between the Employer's job superintendent and the local Union Business Agent.
 - (B) If the grievance is not resolved within five (5) working days of its presentation pursuant to Step (A) above, it shall be referred to the Business Manager of the Union and an executive officer of the Employer.
 - (C) If the grievance is not resolved within five (5) working days of its presentation pursuant to Step (B) above, it shall be referred to a board of arbitration composed of one arbitrator appointed by the Employer and one arbitrator appointed by the Union. These two arbitrators shall immediately select a neutral arbitrator as chairman of the arbitration board. Should the two arbitrators fail to agree on the selection of the neutral arbitrator chairman, application shall be made to the Federal Mediation and conciliation Service for a panel of five (5) arbitrators. Upon its receipt, and within five (5) working days thereof, the parties will alternately strike (the first strike being selected by chance) until one arbitrator is left who will serve as chairman of the board. The board shall hear the grievance and deliver a final decision settling the dispute at issue not later than five (5) working days following the date of the final hearing. The decision of the arbitrators shall be in writing and delivered to the parties herein, but shall be final and binding only with respect to the issue or issues submitted by the parties.
 - (D) The arbitration board is limited to making a decision on the grievance in conformity with the provisions of this Agreement and has no power to add to, subtract from, or modify the provisions of this Agreement.
 - (E) The cost of the arbitration, exclusive of attorneys' fees, shall be divided equally between the Employer and the Union.

ARTICLE IX
Owner Relations

- A. The parties to this Agreement have a deep appreciation for the Owner and a respect for all the prerogatives and privileges of the Owner. It is the Owner who provides the work and the employment opportunities and it is the PLEDGE of the parties to satisfy the Owner's requirements and to develop a "repeat business" relationship.

- B. The parties recognize that many Owners have constructed facilities in Georgia to improve their employee's relations and to avail themselves of the abundant labor supply in the state. The trades want to continue to perform construction and maintenance for the Owners and PLEDGE that they will not participate in any organizational effort toward an Owner whose facility is constructed or maintained under this Agreement, nor support such an effort by others.
 - 1. Employees covered by this Agreement will keep out of areas of the project which have been accepted by the Owner for beneficial occupancy and designated as such. Exceptions will be made for employees who have been directed by the Employer to enter such areas to perform specific work assignments.
 - 2. Union representatives and employees covered by the Agreement will not contact employees of the Owner during work hours for non-job-related purposes.
 - 3. This Agreement will have no relationship or effect upon the operation, production, or maintenance work within a facility being performed by the Owner, its employees or other employers reporting directly to the Owner. As areas of the construction project are accepted by the Owner for beneficial occupancy, there will be no further interest in such occupied areas except where the Employer must return to accomplish repairs, modifications, check out or warranty functions required by the contract with the Owner.

The Owner may perform any part of the construction work, or any work or service related thereto, with their own employees as they deem best, or to contract all or any part of such work or services, including the maintenance of machinery or equipment, or the calibration, testing, checking and start-up of equipment, systems or partial systems, areas, or pieces of equipment turned over to the Owner.

Nothing in this Agreement shall prohibit or restrict the Employer from using any materials, supplies or equipment regardless of source or whether fabricated or assembled off the job site. The Employer's purchase order or contract for purchase of equipment shall be considered the Owner's instructions for the purchase of a specific item. There shall be no controversy over installation of such materials, supplies or equipment.

ARTICLE X

Intent of the Parties

- A. It is intended that this Agreement shall not violate any applicable federal or state law, but if any condition is held to violate any law, that portion of the Agreement shall be considered null and void; but the remainder of the Agreement shall continue in full force and effect.

- B. The employer may take such actions that are necessary to effectuate compliance with "The Americans with Disabilities Act". Such action shall not be a violation of this Agreement, nor shall it be a subject of arbitration.

ARTICLE XI
Duration of Agreement

The wages and working rules set forth herein shall remain in force and in effect from the date of Agreement of the parties involved, July 1, 2004 up to and including June 30, 2007 and shall continue thereafter unless notice is given in writing by either party to the other party, sixty (60) days prior to date of expiration or anniversary date thereof.

CARPENTERS LOCAL UNION NO. 225 OF
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REGIONAL COUNCIL AND THE UNITED
BROTHERHOOD OF CARPENTERS AND
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ATLANTA CONTRACTORS' LABOR
COMMITTEE OF THE GEORGIA BRANCH
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.

Mark M. Brown
Business Representative

L. Thomas Gay, Chairman

Larry Phillips
Executive Secretary / Treasurer
Southeastern Carpenters Regional Council

SCHEDULE "A"
CARPENTERS LOCAL UNION NO. 225

I. WAGE RATES AND FRINGE BENEFIT CONTRIBUTIONS:

With the exceptions provided for in Section VII of this Schedule A, employees covered by the Agreement shall be paid as indicated and such wage rates and fringe benefit contribution shall become effective. These wage rates are established as minimum rates. The Employer, at his sole discretion, may pay higher wage rates. If requested by letter from the Trustees of any of the fringe benefit funds part of the existing wage scale, or increase, may be transferred to the particular fund.

	Effective <u>07/01/04</u>	Effective <u>01/01/05</u>	Effective <u>07/01/05</u>	Effective <u>01/01/06</u>	Effective <u>07/01/06</u>	Effective <u>01/01/07</u>
Carpenter (Journeyman)	\$ 19.25	\$ 19.40	\$ 19.55	\$ 19.70	\$ 19.85	\$ 20.00
Carpenter Foreman	\$ 20.60	\$ 20.75	\$ 20.90	\$ 21.05	\$ 21.20	\$ 21.35
Piledriver	\$ 19.40	\$ 19.55	\$ 19.70	\$ 19.85	\$ 20.00	\$ 20.15
Piledriver-Welder	\$ 19.55	\$ 19.70	\$ 19.85	\$ 20.00	\$ 20.15	\$ 20.30
Health & Welfare	\$ 3.20	\$ 3.25	\$ 3.25	\$ 3.45	\$ 3.45	\$ 3.65
Pension	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40
Apprenticeship Training	\$.25	\$.25	\$.25	\$.25	\$.25	\$.25

APPRENTICE

Apprentice rates are based on a percentage of journeymen's rate. These wage rates are established as minimum rates. The Employer, at his sole discretion, may pay higher wage rates.

		Effective <u>07/01/04</u>	Effective <u>01/01/05</u>	Effective <u>07/01/05</u>	Effective <u>01/01/06</u>	Effective <u>07/01/06</u>	Effective <u>01/01/07</u>
1st	1,000 hrs 60%	\$ 11.55	\$ 11.64	\$ 11.73	\$ 11.82	\$ 11.91	\$ 12.00
2nd	1,000 hrs 65%	\$ 12.51	\$ 12.61	\$ 12.71	\$ 12.81	\$ 12.90	\$ 13.00
3rd	1,000 hrs 70%	\$ 13.48	\$ 13.58	\$ 13.69	\$ 13.79	\$ 13.90	\$ 14.00
4th	1,000 hrs 74%	\$ 14.25	\$ 14.36	\$ 14.47	\$ 14.58	\$ 14.69	\$ 14.80
5th	1,000 hrs 78%	\$ 15.02	\$ 15.13	\$ 15.25	\$ 15.37	\$ 15.48	\$ 15.60
6th	1,000 hrs 82%	\$ 15.79	\$ 15.91	\$ 16.03	\$ 16.15	\$ 16.28	\$ 16.40
7th	1,000 hrs 86%	\$ 16.56	\$ 16.68	\$ 16.81	\$ 16.94	\$ 17.07	\$ 17.20
8th	1,000 hrs 90%	\$ 17.33	\$ 17.46	\$ 17.60	\$ 17.73	\$ 17.87	\$ 18.00

No pension contribution will be paid on an apprentice during the first two apprenticeship periods enrolled in the program. Pension contribution thereafter will be seventy-five (75%) of the journeyman pension hourly rate. Health and Apprenticeship Training for all Apprentices will be equal to the Journeyman hourly benefit rate.

The Employer, at his sole discretion, shall assign work performed by all apprentices without restriction, provided that:

- The craft work performed is within the individual's capability.
- No Apprentice can be employed as a Foreman.
- Apprentices may be utilized in a ratio not to exceed one (1) apprentice to one journeyman carpenter.

IMPROVER

These wage rates are established as minimum rates. The Employer, at his sole discretion, may pay higher wage rates.

	Effective	Effective	Effective	Effective	Effective	Effective
CLASS B*	07/01/04	01/01/05	07/01/05	01/01/06	07/01/06	01/01/07
Wages	\$ 10.65	\$ 10.65	\$ 10.80	\$ 10.80	\$ 10.95	\$ 10.95
Health & Welfare	\$ 3.20	\$ 3.25	\$ 3.25	\$ 3.45	\$ 3.45	\$ 3.65

*Health & Welfare contributions for Improvers begin after a thirty day entry period. Employers are not required to make pension contributions for any hours worked by a Class B Improver. Furthermore, an employee may be classified as "Class B Improver" for a maximum of two years.

	Effective	Effective	Effective	Effective	Effective	Effective
CLASS A	07/01/04	01/01/05	07/01/05	01/01/06	07/01/06	01/01/07
Wages	\$ 12.15	\$ 12.15	\$ 12.30	\$ 12.30	\$ 12.45	\$ 12.45
Health & Welfare	\$ 3.20	\$ 3.25	\$ 3.25	\$ 3.45	\$ 3.45	\$ 3.65
Pension	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00

The Employer, at its sole discretion, may hire and maintain any mixture of Improvers to journeymen that it believes to be efficient while performing craft work or related activities, so long as it does not exceed the ratio of one (1) Journeyman to five (5) Improvers, or one (1) Journeyman to one (1) Apprentice and four (4) Improvers. This ratio will be in effect on a company wide basis in the area covered by this Agreement. The Employer will not be subject to maintaining any ratio of Improvers/Apprentices to Journeyman carpenters except as provided above. The Employer, at his sole discretion, shall assign work performed by all Improvers without restriction, provided that:

- The craft work performed is within the individual's capability.
- No Improver can be employed as a Foreman.

II. FRINGE BENEFITS:

(A) Employers agree to pay all fringe benefits covered by this Agreement on a weekly basis unless prior written permission for monthly payments is granted by the Fund Administrator, Trustees, or authorized Union Representative. Failure to make said contributions will subject the employer to any and all recourse provided to the Fund Trustees. Any one of the Union's authorized Representatives has the authority to enforce Trust Agreement conditions provided for insuring prompt payment of fringe benefit contributions.

In the event that the employees have to be stopped from a job because of failure of the Employer to pay required fringe benefits as set out in the Agreement, those employees shall be paid for all time lost until said fringe benefits shall have been paid as evidenced by a signed receipt from the Fund Administrator's office. Provided, however, that no enforcement procedure will be instituted against Employers reporting on monthly basis until five (5) days after receipt of notice by the Employer. Delinquent notice shall be given by certified mail, return receipt requested.

(B) APPRENTICESHIP & TRAINING CONTRIBUTION: Each Employer agrees to contribute to the Carpenters Local Union No. 225 Joint Apprenticeship and Training Fund the amount set forth in Schedule A per hour for each hour worked by each employee covered by this Agreement, to be used exclusively to defray training cost as provided for in Carpenters Local Union No. 225 Joint Apprenticeship Training Program. A copy of the Trust Agreement for this contribution, together with amendment thereto, shall be considered a part of this Agreement as though set forth herein. The reporting, payment and administration of such contributions to this Fund shall be governed by the Trust Agreement drawn and approved by duly appointed Trustees.

(C) HEALTH & WELFARE: The Employer agrees to contribute to the Southeastern Carpenters Health and Welfare Fund amounts shown in Section I for each employee man-hour worked. The reporting, payment and administration of such contributions to this Fund shall be governed by the Trust Agreement drawn and approved by duly appointed Trustees. A copy of the Trust Agreement for this contribution, together with amendment thereto, shall be considered a part of this Agreement as though set forth herein.

(D) PENSION FUND: The employer agrees to contribute to the Southeastern Carpenters Pension Fund amounts shown in Section I for each employee man-hour worked, except those man-hours worked by improver's concerning the Pension Fund. The reporting, payment and administration of such contribution to this Fund shall be governed by the Trust Agreement drawn and approved by duly appointed Trustees. A copy of the Trust Agreement for this contribution, together with amendment thereto, shall be considered a part of this Agreement as though set forth herein

III. DUES DEDUCTION

In accordance with the terms of an individual and voluntarily signed authorization for check off of membership dues permitted by Section 302 (c) (4) of the Labor Management Relations Act as amended, the Employer agrees to deduct once each week from the gross wages, of each employee so authorizing and covered by this agreement, initiation, permit fees, and assessments. These deductions shall be reported and paid under the same provisions as the fringe benefits mentioned in Section II. The Union and employee agree to indemnify and hold harmless the Employer against any and all claims, demands, suits or other forms of liability from any employee for any action taken, or not taken, for the purpose of complying with the provisions of this Section.

IV. STEWARD

The Union shall have the right to appoint a steward who shall be identified to the contractor or job superintendent. There shall be no non-working stewards.

V. JOB ACCESS

Any one of the Union's Business Representatives shall be privileged to have access to the job except where access is beyond control of the Employer.

VI. SMALL PROJECTS WAGE RATE:

The parties may mutually agree in writing to establish a special wage rate for "small projects" at 85% of the appropriate journeyman wage rate outlined in Section I of this Schedule A. Fringe benefit contributions for these small projects will be in accordance with the provisions outlined in Section I above.

CARPENTERS LOCAL UNION NO. 225
OF THE SOUTHEASTERN CARPENTERS
REGIONAL COUNCIL AND THE UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

COMPANY NAME

ADDRESS

CITY AND ZIP CODE

SIGNATURE OF REPRESENTATIVE

SIGNATURE

TITLE

SOUTHEASTERN CARPENTERS REGIONAL COUNCIL
EXECUTIVE SECRETARY / TREASURER

TELEPHONE NUMBER

FAX NUMBER