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Title: **Associated General Contractors of Michigan, Greater Detroit Chapter, Inc. and Michigan Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC), AFL-CIO (2000) (MOA)**

K#: **8666**

Employer Name: **Associated General Contractors of Michigan, Greater Detroit Chapter, Inc.**

Location: **MI Southcentral**

Union: **Michigan Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC), AFL-CIO**

Local:

SIC: **1540**

NAICS: **23622**

Sector: **P**

Number of Workers: **5500**

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6/1/2000-6/1/2003

**2000-2003
CARPENTERS
AGREEMENT**

Covering

**Commercial, Industrial,
Institutional and Heavy
Construction**

Entered into between

**The Associated General
Contractors of America
Greater Detroit Chapter, Inc.**

and

**Michigan Regional Council
of Carpenters
AFL-CIO**

DETROIT, MICHIGAN



**The Associated General Contractors
of America, Greater Detroit Chapter, Inc.**
23999 Northwestern Highway, Suite 150
Southfield, Michigan 48075
Phone (248) 948-7000

★

Michigan Regional Council of Carpenters
3800 Woodward Ave., Suite 1200
Detroit, Michigan 48201
Phone (888) HAMMER9

★

Apprenticeship Training
1401 Farrow, Ferndale, Michigan 48220
Phone (248) 541-2740

★

**Pension, Employee Benefits Fund
and Vacation & Holiday Funds**
2075 W. Big Beaver Rd., Suite 700
Troy, Michigan 48084
Phone (248) 822-4200

THE FOLLOWING LOCALS COVER THE
COMPLETE JURISDICTION OF THE
MICHIGAN REGIONAL COUNCIL
OF CARPENTERS



Carpenters Local 687
3800 Woodward Ave., Suite 1200
Detroit, Michigan 48201
Phone (888) HAMMER9



Carpenters Local 100
140 North 64th Ave., Coopersville, MI 49404
Phone (616) 837-1500



Carpenters Local 202
1300 W. Thomas St., Bay City, MI 48706
Phone (517) 686-8888



Carpenters Local 525
3617 Gembrit Circle, Kalamazoo, MI 49001
Phone (616) 345-8601



Carpenters Local 706
1400 W. Genesee Ave., Saginaw, MI 48602
Phone (517) 753-1487

Carpenters Local 1004

2310 W. Washtenaw St., Lansing, MI 48917
Phone (517) 484-1301



Carpenters Local 1510

1219 1st Ave. South., Escanaba, MI 49829
Phone (906) 789-1670



Interior Systems Local 1045

23401 Mound Rd., Suite 202
Warren, MI 48091
Phone (810) 756-2111



Millwrights Local 1102

23401 Mound Road, Warren, MI 48091
Phone (810) 756-3610



Residential Carpenters Local 1234

23401 Mound Road, Suite 201
Warren, MI 48091
Phone (810) 756-0080

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2000-2003 CARPENTERS' AGREEMENT

This Agreement made as of June 1, 2000 by and between The Associated General Contractors of America, Greater Detroit Chapter, Inc., hereinafter called the "Association," representing its members, who are hereinafter called "Employer," and the Michigan Regional Council of Carpenters, which has jurisdiction in the entire State of Michigan and all off-shore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union," and its successors, and any additional counties which may be added to the union through reorganization of the State of Michigan.

The geographic territory governed by this Agreement consists of Wayne, Oakland, Macomb, Sanilac, St. Clair, Washtenaw and Monroe Counties and the Townships of Brighton, Deerfield, Genoa, Green Oaks, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla in Livingston County and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employer, his employees and the Union, and to establish an understanding relative to gross wages, hours of work, and all other conditions of employment so that the Employer, his employees and the Union may all profit from the fair and stable conditions in the industry which will result therefrom;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE I

Exclusive Bargaining and Employment

1. The Association signatory hereto recognizes the Union as the sole and exclusive collective bargaining agent for a majority of all persons employed as Carpenters in the geographical area coming within the jurisdiction of the Union; and

The Union recognizes the Association as the sole and exclusive collective bargaining agent for its members, the majority of contractors engaged in commercial, industrial, institutional and heavy construction work, for the purpose of collective bargaining in the geographical area coming within the jurisdiction of the Union.

2. It is specifically agreed and understood that this Agreement exclusively governs the wages, terms, and conditions of employment of all Carpenters performing work of any description coming under the jurisdiction of the United Brotherhood of Carpenters and

Joiners of America, employed by an Employer represented through the Association, the majority of contractors engaged in commercial, industrial, institutional and heavy construction work, regardless of whether such Employer is acting in the capacity of a prime or subcontractor.

3. The parties to this Agreement acknowledge that they are subject to state and federal law and municipal ordinances regarding equal employment opportunity and fair employment practices and therefore will jointly take the necessary steps to comply with these laws and ordinances within the scope of this Agreement, and that the employment, referral or selection of all employees shall be on the basis of qualifications without regard to race, color, sex, religion, national origin or ancestry.

4. The Union agrees to furnish competent workers, if available, upon notification to the office of the Union or authorized person or persons. The Employer and Union agree that in the interest of job equity, there shall be no discrimination because of age and both parties shall endeavor to give favorable consideration to the employment of Carpenters who are 55 years of age or older providing such persons are capable to perform the work required.

5. The Employer agrees that in the employment of workers to perform the various classifications of labor required under this Agreement, he will not discriminate against applicants because of membership or nonmembership in the Union. Each employee shall, as a condition of employment, become and remain a member of the Union for the term of his employment, after the seventh (7th) calendar day after the beginning of his employment by an Employer or Employers in the area covered by this Agreement, or seven (7) days after the date of this Agreement, whichever is the later.

(a) In the event the National Labor Relations Act is amended, while this Agreement is in force so that an employee may lawfully be required to become a member of the Union as a condition of employment in less than seven (7) days, then such shorter period of time shall immediately become operative under this Agreement notwithstanding the provisions of Paragraph 5 above.

(b) The Employer shall not be obligated hereunder to discharge or discriminate against any employee for nonmembership in the Union:

(1) If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or

(2) If he has reasonable grounds for believing that member

ship was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

- (3) The Employer shall be furnished with a notice in writing by the Union, signed by the proper officer, setting forth that the employee has refused to join the Union, although he has been offered membership on the same terms as other members or that the employee's membership in the Union has been terminated for reason of nonpayment of dues or regular initiation fees, and that the Union requests that said employee be discharged for one of the foregoing reasons.

ARTICLE II

Jurisdiction

1. This Agreement covers all employees performing carpentry work coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, as determined by Agreements and Decisions of Record (such as "Plan for Settling Jurisdictional Disputes Nationally and Locally") and by area practices in the area covered by this Agreement.

2. If, in the exercise of his management rights, the Employer makes a specific assignment of any work to an employee covered by this Agreement, the Employer agrees to provide a letter to the Union recording the specific assignment if requested to do so in writing by a Representative of the Union.

3. To keep both parties to the Agreement fully informed of jurisdictional assignments made to the Union, the Union agrees to provide the AGC, Greater Detroit Chapter, Inc. a copy of both the original request and any Employer's (including non-Association employers) letter regarding the assignment. The letter should provide all appropriate information including project name and location, quantity, description, and specifics of the work assigned.

4. In the event of a jurisdictional dispute involving the Union, the parties shall request the other union or unions involved to send representatives to the jobsite to meet with representatives of the Union and Employer to settle the dispute. If a settlement is not reached at that meeting the Union shall request that its International Union assign a representative who shall make arrangements to meet representatives of the other International Union or Unions involved and representatives of the Employer on the jobsite to seek settlement of the dispute. The Employer shall also request the International Unions involved to assign representatives to seek settlement of the dispute. The Union agrees that there shall be no work stoppages or strikes over jurisdictional disputes while such disputes are being processed.

5. In the event the Association becomes a party to a National Board, or a Local or State Board is established to which the Association is a party, this Article shall be revised to include such participation.

6. **Prejob Conferences.** When requested by the Union, the Employer agrees to hold a prejob conference to discuss carpentry work to be performed on said job and consider assignments of work, following established Agreements and Decisions rendered affecting the building industry.

7. The Employer and/or General Builder agree to provide the names, when available, of all known subcontractors on the specific project if requested of the project superintendent by the Union representative. Such request may be made at the time of a prejob conference.

ARTICLE III General Principles

1. There shall be no restriction on the use of Employer-furnished tools, machinery, power equipment, mechanical equipment or mechanical devices, such as gin poles, except when, in the opinion of the employee, it has become unsafe. There shall be no discrimination against an employee who has claimed that such items indicated above have become unsafe. Any dispute arising out of a claim of unsafe equipment shall be settled in conformance with Paragraph 3 of Article XIV, "Steward," of this Agreement.

2. **Change House.** The Employer shall furnish suitable heat for the purpose of drying clothes; reasonable, comfortable, and large enough quarters for the exclusive use of all his Carpenters on the job, including suitable storage for tools under lock; and shall provide proper sanitation and suitable sanitary containers for drinking water with paper cups or a bubbler.

3. **Parking.** The Employer will furnish adequate parking within a reasonable distance.

4. **Tool/Clothing Loss.** The Employer shall be responsible for the worker's tools and clothing for loss by fire and/or burglary on the jobsite when the project is not operating; provided that the employee shall have given the Employer an itemized list of his tools by noon of the second day on the job. Such liability shall be limited to not more than One Thousand Dollars (\$1000.00) for loss of tools and Four Hundred Dollars (\$400.00) for loss of clothing for each employee. Employers shall be responsible for tools lost due to damage or accident during working hours provided that such loss is not the result of the employee's negligence. The Labor/Management Productivity & Training Committee will periodically send to Carpenters and Employers an explanation of their obligation under the tool loss provision in the contract accom-

panied by a form to be used for reporting tools brought onto the jobsite.

5. Safety. The Employer agrees to register with the Michigan Construction Safety Commission and cooperate with its provisions on safety. The Union shall cooperate with the individual Employer in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the aforesaid Commission. All employees shall perform their duties in each operation in such manner as to promote safe operations of each particular duty and of any job as a whole.

(a) No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule or regulation of the State of Michigan or any political subdivision thereof. Such determination shall be made by a responsible agent of the State of Michigan or any of its political subdivisions or by a Safety Inspector from the applicable Insurance Carrier.

(b) Employer shall furnish a safety hat for each employee and a new winter liner when required. Hats and liners are to be returned to Employer upon lay-off or discharge.

6. Drug Usage. In the interest of safety: intoxication, possession, consumption or use of alcoholic beverages or illegal drugs is not permitted on jobsites or while driving a company vehicle. The Union agrees to abide by the substance abuse program approved by the labor-management committee known as Management and Unions Serving Together (M.U.S.T.), adopted on February 25, 1992. or any other M.U.S.T. agreement jointly amended.

7. The Employer shall furnish all power equipment and battery-operated tools. All Employer trucks, power saws, power tools, ladders, etc., are to be permanently and adequately marked or identified to indicate they are the property of the Employer. Magnetic signs on trucks shall not be considered permanent and are not acceptable.

8. The Employer agrees that employees shall be allowed time to sharpen their personal tools.

9. The Employer agrees to furnish suitable wearing apparel such as pullover boots and raincoats on all jobs where employees are required to work in inclement weather or under extremely wet or muddy conditions.

10. Jobsite Injury. An employee, who as a result of a disabling on-the-job injury, is unable to complete a full day's work shall nevertheless be paid for the full day on which such injury occurred. The Employer shall mail a copy of Claim Form F-100 to employee within ten (10) calendar days of the injury. The Steward or an Employer representative shall accompany injured

employee to the hospital. The Employer shall make arrangements for an injured employee's transportation from the hospital to his automobile, to the jobsite, or to his home as may be appropriate under the circumstances.

11. **Vacation.** An employee shall be allowed to take an annual vacation upon two weeks notice to the Employer. If the employee is laid off during the vacation, the employee shall receive a lack of work slip and final paycheck.

12. The supervision will be encouraged to call in job starts to the Union.

13. Maintenance work may be performed under the current provisions of the "General Presidents' Project Agreement for Maintenance by Contract," initially developed by the General President's Committee in September 1956. The parties to this Agreement will meet to negotiate a Maintenance Agreement applicable within the geographic jurisdiction of this Agreement.

14. **Safety Training:** Effective June 1, 2001, each employee covered by this Agreement shall be required to carry a valid first aid training card and scaffold user training card, and shall attend on their own time, any classes or training necessary to maintain this requirement. The Union shall make every effort to provide these classes on a regular basis.

ARTICLE IV **Equal Treatment**

1. The Union shall not knowingly permit its members to work for any Employer who does not have an Agreement with the Union.

2. If during the term of this Agreement, the Union has a collective bargaining agreement with any other employer engaged in construction work within the geographic jurisdiction of this Agreement as done by the employers that contains terms and conditions more favorable than those contained herein, the Union agrees that such more favorable terms or conditions shall automatically become a part of this Agreement replacing those herein which are less favorable.

3. Should an Employer covered by this Agreement engage in any work within the geographic jurisdiction of this Agreement (including specialty work and/or home building work) covered by other current existing agreements between the Union and other Employers engaged in that work, then that Employer shall be required to comply with such Agreement covering such work. If there is a question on the status of any Employer such question shall be submitted to the Joint Settlement Board for determination.

ARTICLE V

Subcontracting

1. The Employer agrees that he will not enter into subcontracts for work covered by this Agreement to be done at the site of the construction, alteration, or repair of a building, structure, or other work with any contractor who does not have a signed agreement with the Union; provided however, that where there is any dispute over work jurisdiction or assignment of work, such dispute shall be governed by Article II, hereof.

2. The provisions of this Agreement specifically prohibit the use of labor contractors who as a subcontractor furnish workers to perform jobsite work covered by this Agreement, except where the labor contractor is signatory to this Agreement.

ARTICLE VI

Foreman

1. The foreman shall be selected by and be the representative of the Employer. He shall not be required to violate any part of this Agreement as a condition of employment. When three (3) or more members of the Union are employed, one (1) shall act as working foreman and receive the foreman's rate of pay.

2. Any Carpenter employed in a supervisory capacity and required to act in a dual capacity of Carpenter Foreman and Superintendent will be covered under terms of this Agreement.

ARTICLE VII

Apprentices

1. The use of apprentices shall be encouraged under mutually agreeable indentureship rules and Detroit Carpentry Apprenticeship and Training Standards. The Employer agrees to abide by the rules, regulations and actions of the Detroit Carpentry Joint Apprenticeship and Training Committee (JATC) in the employment of apprentices. The Employer and Union agree that it is their practical responsibility, in an effort to better the industry, to promote the apprenticeship and training program.

(a) Based on total employment, suitably distributed, the Employer shall employ apprentices in a ratio of one (1) apprentice to each six (6) journeymen. If an Employer is found to be employing apprentices in a ratio of less than one (1) to six (6), he shall be given notice to procure apprentices in the proper ratio within two (2) consecutive working days.

2. **Payment for School Day.** The Employer shall pay the Apprentice for attending classes on a regular attendance day, a sum equal to a full day's pay; however, should the Apprentice absent himself from the job, 10% per day missed will be deducted from payment for school day. Days missed due to weather or other acts by the Employer out of the Apprentice's control will not

penalize that Apprentice for the 10% pay for each day falling in this category. Payment for school day may in no instance be less than the established scale, but shall be the actual wage the Apprentice is currently receiving. Hours spent in related classroom instruction shall not be considered as hours of work for the purpose of computing overtime.

(a) The Apprentice attends school one day every two weeks. Five percent (5%) of the Apprentices' wage rate is included in all classification percentages for the payment of tuition.

(b) An accepted applicant may be permitted employment on the jobsite seven (7) days prior to enrollment into the school or assignment of a school day, providing all other qualifications have been met. Such seven (7) days or part thereof shall constitute credit towards the 90 days probationary period.

(c) It is mutually agreed that there will be periodic meetings of interested parties who will study the apprenticeship program with the purpose in mind of updating and streamlining the program.

3. Apprentice Candidate Program. The Apprentice Candidate Program shall continue through the duration of this Agreement.

ARTICLE VIII Hours of Work

1. Day Shift. Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, inclusive, except for shift work and the 4-10 workweek hereinafter described, and shall be paid at the regular First Shift rate of wages in Article X. Additional flexibility in the starting time may be obtained by mutual agreement between the Employer and the Union prior to the start of the job.

2. Shift Work. All shift work shall be on a two (2) day basis regardless of the days on which worked.

(a) When one (1) or two (2) shifts are employed, regardless of whether the day shift is worked, each shift shall work eight (8) hours before the overtime applies.

(b) When three (3) shifts are employed, the first shift shall work eight (8) hours, the second shift shall work seven and one-half (7½) hours, and the third shift shall work seven (7) hours before the overtime rate applies.

(c) Shift work between the hours of 8:00 a.m. Monday and 8:00 a.m. Saturday shall be paid for at the regular shift rates as scheduled in Article X. Shift work between the hours of 8:00 a.m. Saturday and 8:00 a.m. Monday shall be paid for at double the regular shift rates as scheduled in Article X, with the exception that eight (8) hours of shift work may be performed between 8:00

a.m. Saturday and 8:00 a.m. Sunday for one and one-half the straighttime rate.

(d) Employers shall have the right to designate shift hours and shall notify the Union of the start of such shifts within twenty-four (24) hours after start of shift work, except on weekends when notice shall be given Monday morning. Failure to notify as agreed, all the time worked shall be at double time. No employee covered by this Agreement shall knowingly be allowed to work two (2) consecutive shifts.

(e) It is understood that in the event job circumstances beyond the control of the Employer arise, the Employer and the Union will meet to arrange special shift provisions.

3. Overtime. One and one-half the straight-time wage rate shall be paid for the first two (2) hours of overtime worked, Monday through Friday. Eight (8) hours of work may be performed on Saturdays for which one and one-half the straight-time rate shall be paid. Work performed beyond the first two (2) hours of overtime, Monday through Friday, or beyond eight (8) hours of work on Saturdays shall be paid at double the straight-time wage rate. All work performed on Sundays shall be paid at double the straight-time wage rate.

4. Lunch Period. There shall be a lunch period at the end of the first four (4) hours of work on any shift. In the case of a flexible starting time, the period may be extended to a maximum of five hours. However, if job circumstances require the employee to work during the usual lunch period and take his unpaid lunch period at some other time, then the work performed during the usual lunch period shall be paid for at time and one-half. **If an employee is requested to work more than twelve (12) hours, a lunch period of one-half (½) hour shall be allowed at the start of the thirteenth (13th) hour.**

(a) When any employee works through his normal lunch period, he shall be given his lunch period without unreasonable delay based on job conditions at the completion of his normal lunch period. *If the employee is not relieved, he shall be paid at time and one-half from the completion of his normal lunch period until relieved.* All Carpenters shall have a full one-half (½) hour lunch period.

5. Holidays. The holidays or days so celebrated, recognized by this Agreement and calling for double time for any work performed are: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day and Labor Day. No work shall be done on Labor Day except for protection of life or property. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday and if work is performed the rate shall be double time.

(a) If a holiday is celebrated on Friday or Monday, four 10-hour straight-time weekdays may be worked during the calendar week in which a holiday is celebrated to enable Carpenters to have a 3-day weekend. In addition, the Employer may choose to work four 10-hour, straight-time weekdays during the week preceding or following this holiday week, to enable Carpenters to have a 4-day week-end. Jobs which have worked overtime on a regular basis within two weeks of the holiday may not change the workweek in accordance with this Paragraph. Notice must be given to the Union at least 5 work days before the first 4-10 day is worked.

6. **Travel.** When an employee agrees to be sent out of the territorial jurisdiction of the Union by the Employer he shall receive all authorized expenses and either the scale or wages in the locality or in this Agreement, whichever is higher.

7. **Coffee Break.** Each Employee shall be allowed to take a coffee break near his work station once during the first four (4) hour work period and once during the second four (4) hour work period. The breaks will be ten minutes allowed during the middle 60 minutes of the work periods at specific times determined by the Employer and need not be at the same time for all Employees. The Union agrees that this will not be abused.

ARTICLE IX

Optional Four-Ten Workweek

The Union agrees that the Employer may work a 4-10 workweek on a particular job as provided below only under the following circumstances:

1. Laborers and Operating Engineers which work in conjunction with the Carpenters who are to work 4-10s, whether these Carpenters are employed by the Employer or by a subcontractor of the Employer, must also work the 4-10 workweek.

(a) At the beginning of a job or at any time during its duration, and for a minimum of one (1) week, the Employer shall have the option of scheduling work on Monday through Thursday for ten hours each day at straight-time. Work in excess of ten (10) hours per day but no more than twelve (12) hours per day (Monday through Thursday) shall be paid at time and one-half. Work in excess of twelve (12) hours per day (Monday through Thursday) shall be paid at double time. The 4-10 workweek may be used by an Employer on a job basis. The 4-10 workweek may be used only under the following circumstances:

(1) If a prejob conference has not been held, the Employer will call the Union and offer to hold a prejob conference to inform the Union of the contemplated schedule for the job.

- (2) In the event one (1) or more hours of work are unable to be performed because of bad weather when 4-10s are worked Monday through Thursday, the Employer may schedule work on Friday of that week for a minimum of eight (8) hours. Work in excess of forty (40) hours for the week but not more than forty-eight (48) hours shall be paid at time and one-half. Work in excess of forty-eight (48) hours for the week (Monday through Friday) shall be paid at double time. Eight hours of work may be performed on Saturdays at time and one-half. Work on Saturdays in excess of eight (8) hours shall be paid at double time.
- (3) On any job scheduled to work on Friday, the Employer shall not bring employees to the job to avoid the payment of premium time.
- (4) When the Employer works 4-10s and 5-8s on the same job, he shall not bring in workers not scheduled to work 4-10s to avoid payment of overtime.
- (5) When work is performed under the 4-10 workweek schedule, payday shall be one of the workdays. Once payday has been established on a project under this Section, that day shall remain the payday whenever 4-10s are worked.

ARTICLE X

Wages and Fringe Benefit Contributions

The gross wage shown in these schedules includes required payments for Wages, Vacation and Holiday, Insurance, Pension and Dues Assessment contributions. Failure to pay the Base Wage and the funded fringe benefit contributions when due is payment of less than the Gross Wage and shall constitute a status of delinquency and a violation of this Agreement. The Union shall withhold its members from Employers who are thus in violation: In the event any Employer is delinquent in the payment of Wages or his contributions to the Insurance, Pension, Vacation and Holiday, Apprenticeship, Dues Assessment or Labor-Management Productivity and Training Funds, the Union, after giving the Employer and the Association twenty-four (24) hours notice (excluding Saturday, Sunday and Holidays) by certified mail or telegram, of such delinquency, shall have the right to take strike action against such Employer, notwithstanding any other provision of this Agreement.

1. The minimum rate of wages for Foremen, Journeymen, and Apprentice Carpenters shall be defined as follows:

Zone 1 consists of Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

Zone 2 consists of Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2000
THROUGH MAY 31, 2001**

ZONE 1 - JOURNEYMAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$24.135	\$25.74	\$27.58
*Vacation & Holiday – 11% of Base Wage (Funded)	2.655	2.83	3.03
*Special Assessment Fund (Funded) . . . . .	.20	.20	.20
U.B.C. Funds (Funded) . . . . .	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) . . . . .	.10	.10	.10
Pension – 13% of Base Wage (Funded)	3.138	3.35	3.59
Annuity Fund – 12.08% of Base Wage (Funded)	<u>2.916</u>	<u>3.11</u>	<u>3.33</u>
GROSS WAGE	\$36.044	\$38.23	\$40.73
Apprenticeship (Funded) . . . . .	.16	.16	.16
Apprentice Reimb. Fund (Funded) . . . . .	.15	.15	.15
Labor/Mgmt. Prod. & Trng. (Funded) . . . . .	.09	.09	.09
Industry Advancement Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$36.544	\$38.73	\$41.23

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2000
THROUGH MAY 31, 2001**

ZONE 1 - CARPENTER LAYOUT MAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$25.135	\$26.81	\$28.73
*Vacation & Holiday - 11% of			
Base Wage (Funded)	2.765	2.95	3.16
*Special Assessment Fund (Funded) .....	.20	.20	.20
U.B.C. Funds (Funded) .....	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) ..	.10	.10	.10
Pension - 13% of			
Base Wage (Funded)	3.268	3.49	3.73
Annuity Fund - 12.08% of Base			
Wage (Funded)	<u>3.036</u>	<u>3.24</u>	<u>3.47</u>
GROSS WAGE	\$37.404	\$39.69	\$42.29
Apprenticeship (Funded) .....	.16	.16	.16
Apprentice Reimb. Fund (Funded) ..	.15	.15	.15
Labor/Mgmt.			
Prod. & Trng. (Funded) ..	.09	.09	.09
Industry Advancement			
Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$37.904	\$40.19	\$42.79

ZONE 1 - CARPENTER FOREMAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$25.385	\$27.08	\$29.01
*Vacation & Holiday - 11% of			
Base Wage (Funded)	2.792	2.98	3.19
*Special Assessment Fund (Funded) .....	.20	.20	.20
U.B.C. Funds (Funded) .....	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) ..	.10	.10	.10
Pension - 13% of			
Base Wage (Funded)	3.30	3.52	3.77
Annuity Fund - 12.08% of Base			
Wage (Funded)	<u>3.067</u>	<u>3.27</u>	<u>3.51</u>
GROSS WAGE	\$37.744	\$40.05	\$42.68
Apprenticeship (Funded) .....	.16	.16	.16
Apprentice Reimb. Fund (Funded) ..	.15	.15	.15
Labor/Mgmt.			
Prod. & Trng. (Funded) ..	.09	.09	.09
Industry Advancement			
Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$38.244	\$40.55	\$43.18

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2000
THROUGH MAY 31, 2001**

ZONE 2 - JOURNEYMAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$23.769	\$25.35	\$27.16
*Vacation & Holiday - 11% of Base Wage (Funded)	2.615	2.79	2.99
*Special Assessment Fund (Funded) .20	.20	.20	.20
U.B.C. Funds (Funded) . . . . .	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) . . . . .	.10	.10	.10
Pension - 13% of Base Wage (Funded)	3.089	3.30	3.53
Annuity Fund - 12.08% of Base Wage (Funded)	<u>2.871</u>	<u>3.06</u>	<u>3.28</u>
GROSS WAGE	\$35.544	\$37.70	\$40.16
Apprenticeship (Funded) . . . . .	.16	.16	.16
Apprentice Reimb. Fund (Funded) .15	.15	.15	.15
Labor/Mgmt. Prod. & Trng. (Funded) . . . . .	.09	.09	.09
Industry Advancement Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$36.044	\$38.20	\$40.66

ZONE 2 - CARPENTER LAYOUT MAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$24.769	\$26.42	\$28.31
*Vacation & Holiday - 11% of Base Wage (Funded)	2.725	2.91	3.11
*Special Assessment Fund (Funded) .20	.20	.20	.20
U.B.C. Funds (Funded) . . . . .	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) . . . . .	.10	.10	.10
Pension - 13% of Base Wage (Funded)	3.220	3.43	3.68
Annuity Fund - 12.08% of Base Wage (Funded)	<u>2.992</u>	<u>3.19</u>	<u>3.42</u>
GROSS WAGE	\$36.906	\$39.15	\$41.72
Apprenticeship (Funded) . . . . .	.16	.16	.16
Apprentice Reimb. Fund (Funded) .15	.15	.15	.15
Labor/Mgmt. Prod. & Trng. (Funded) . . . . .	.09	.09	.09
Industry Advancement Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$37.406	\$39.65	\$42.22

ZONE 2 - CARPENTER FOREMAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$25.019	\$26.69	\$28.59
*Vacation & Holiday - 11% of Base Wage (Funded)	2.752	2.94	3.14
*Special Assessment Fund (Funded) . . . . .	.20	.20	.20
U.B.C. Funds (Funded) . . . . .	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) . . . . .	.10	.10	.10
Pension - 13% of Base Wage (Funded)	3.252	3.47	3.72
Annuity Fund - 12.08% of Base Wage (Funded)	<u>3.022</u>	<u>3.22</u>	<u>3.45</u>
GROSS WAGE	\$37.245	\$39.52	\$42.10
Apprenticeship (Funded) . . . . .	.16	.16	.16
Apprentice Reimb. Fund (Funded) . . . . .	.15	.15	.15
Labor/Mgmt. Prod. & Trng. (Funded) . . . . .	.09	.09	.09
Industry Advancement Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$37.745	\$40.02	\$42.60

DUES DEDUCTION - Per Article X, Paragraph 10, the dues deduction specified on the monthly fringe benefit contribution form (presently 2% of the Base Wage) shall be deducted from the employee's pay. The amount of the dues deduction is included in the Base Wage as stated above.

*The Base Wage, Vacation & Holiday and Special Assessment Fund contributions are added together before payroll taxes are calculated. After taxes are calculated, the Vacation & Holiday and Special Assessment Fund contributions are deposited into their respective Fund. For an example, see last page of this booklet.

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2001 THROUGH MAY 31, 2002

JOURNEYMAN

Effective June 2001 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.55 per hour. The Journeyman Carpenter wage rate effective June 2001 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rates effective June 2001 will be issued as a supplement to this Agreement.

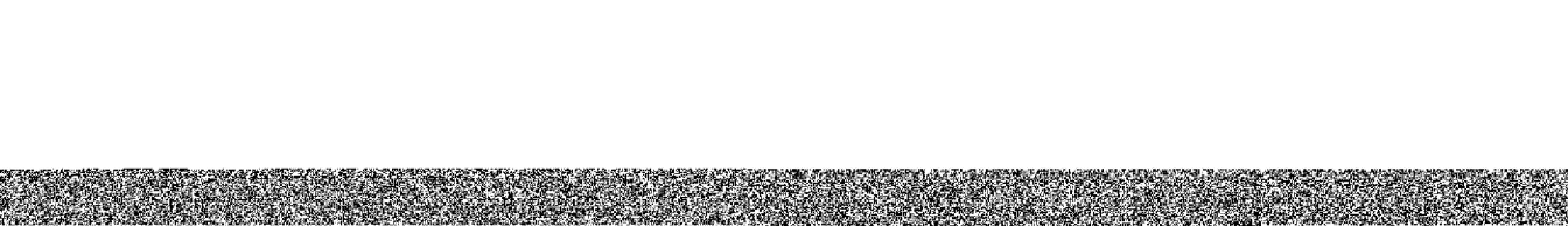
**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2002
THROUGH MAY 31, 2003**

JOURNEYMAN

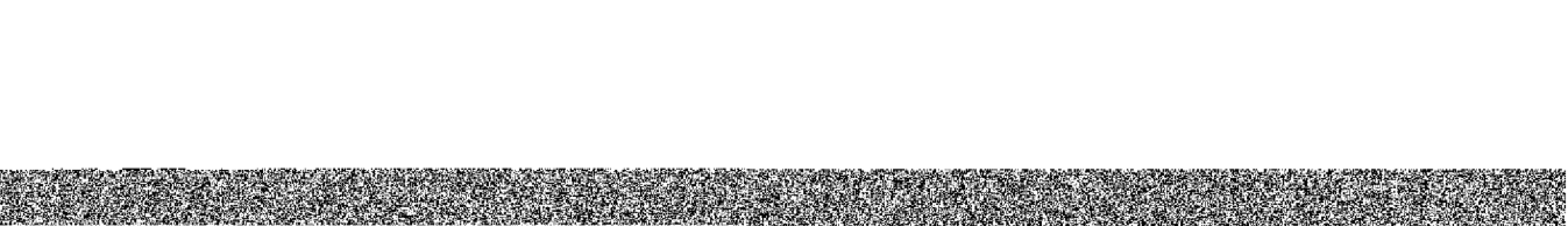
Effective June 2002 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.65 per hour. The Journeyman Carpenter wage rate effective June 2002 will be issued as a supplement to this Agreement.

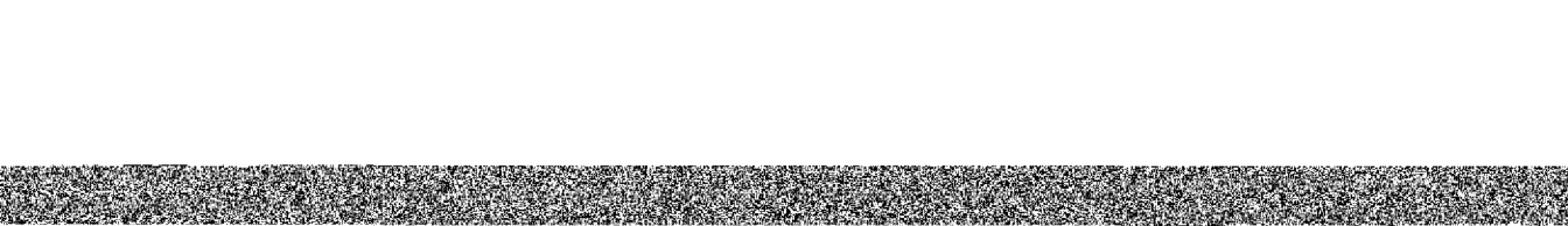
CARPENTER FOREMAN & CARPENTER LAYOUT MAN

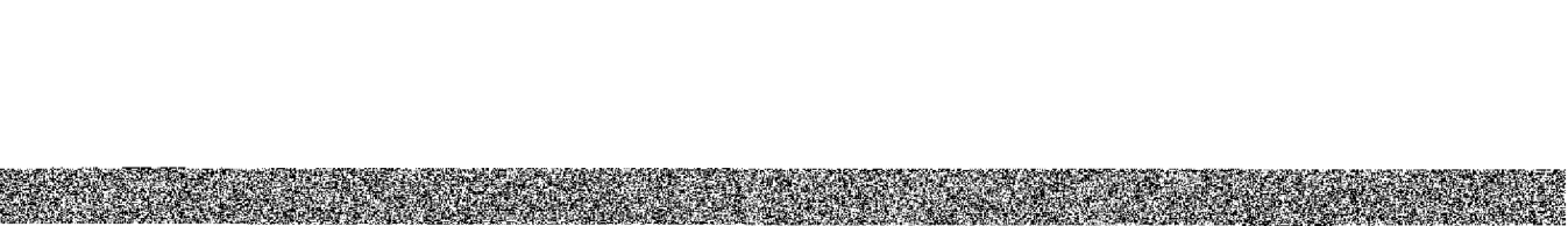
The Carpenter Foreman and Layout Man wage rate effective June 2002 will be issued as a supplement to this Agreement.

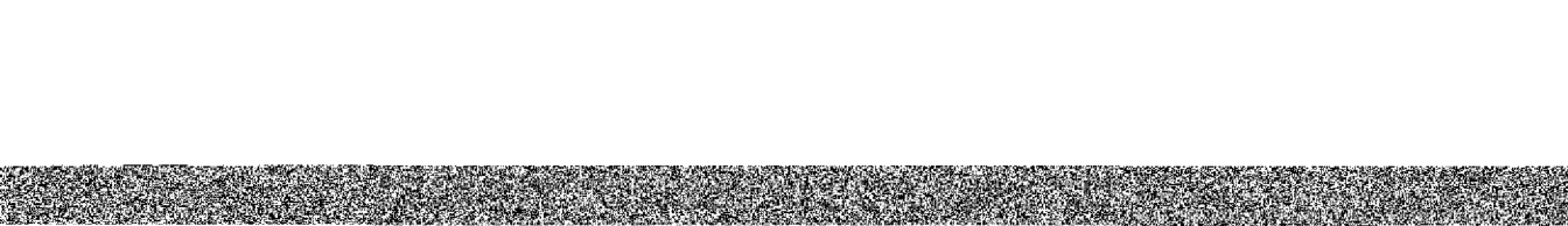


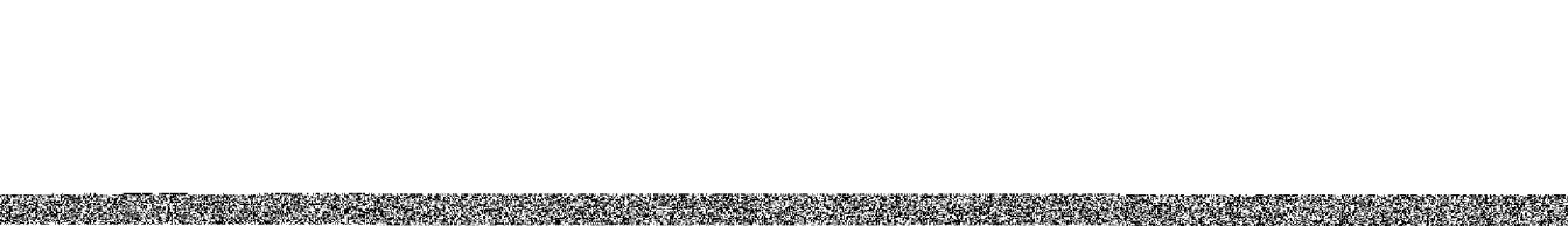












2. **Health and Welfare.** The Employer shall pay the amount specified in Article X, Paragraph 1 for all hours worked by each employee covered by this Agreement to Detroit Carpenters Health and Welfare Fund, hereinafter called Health and Welfare Fund. The Health and Welfare (also referred to as Insurance) contribution is calculated on all hours worked.

3. **Vacation and Holiday.** The Employer shall pay eleven percent (11%) of the actual hourly rate (but not less than the minimum base wage) of each employee covered by this Agreement to Carpenters Vacation and Holiday Trust Fund, Detroit and Vicinity, hereinafter called Vacation Fund. The Vacation and Holiday contribution is calculated on all hours paid.

4. **Pension.** The Employer shall pay thirteen percent (13%) of the actual hourly rate (but not less than the minimum base wage) of each employee covered by this Agreement to Carpenters Pension Trust Fund, Detroit and Vicinity, hereinafter called Pension Fund. The Pension contribution is calculated on all hours paid.

5. **Annuity.** The Employer shall pay twelve and eight hundredths percent (12.08%) of the actual hourly rate (but not less than the minimum base wage) of each employee covered by this Agreement to Carpenters Annuity Fund, Detroit and Vicinity, hereinafter called Annuity Fund. The Annuity contribution is calculated on all hours paid.

6. **Apprenticeship and Training.** The Employer shall pay the amount specified in Article X, Paragraph 1 for all hours worked by each employee covered by this Agreement to Detroit Carpenters Joint Apprenticeship and Training Trust Fund, hereinafter called Apprenticeship Fund. The Apprenticeship and Training contribution is calculated on all hours worked.

7. **U.B.C. Funds.** The Employer shall pay five cents (\$.05) per hour for all hours worked by each Employee covered by this Agreement to the United Brotherhood of Carpenters Health & Safety Fund of North America, United Brotherhood of Carpenters Apprenticeship & Training Fund of North America, Labor Management Education and Development Fund, to be allocated among said Funds by the Union. Said contributions are calculated on all hours worked.

8. **Apprentice Reimbursement Program.** The Employer shall pay a Reimbursement Fund contribution in the amount specified in Article X, Paragraph 1 for all hours worked by each employee covered by this Agreement to the Detroit Carpenters' Joint Apprenticeship and Training Committee. The contribution is calculated on an hours worked basis.

9. **Labor Management Productivity and Training Committee.** An Employer performing work under the terms of this Agreement

shall pay to the Labor-Management Productivity and Training Committee the amount specified in Article X, Paragraph 1 for all hours worked by each employee covered by this Agreement. The Articles of Incorporation and Bylaws of the Labor-Management Productivity and Training Committee filed with the State of Michigan on January 29, 1986, and amendments thereto, are hereby incorporated herein by reference.

10. Industry Advancement Program. An Employer performing work under the terms of this Agreement shall pay into the Industry Advancement Program (IAP) of the Association the amount specified in Article X, Paragraph 1 for all hours worked by each employee covered by this Agreement. Contributions shall be in accordance with the Supplemental Agreement hereto and on such forms as are supplied. These funds shall not be considered part of the Gross Wage. The IAP contribution is calculated on all hours worked.

11. Excess Benefit Fund. The Employer agrees to pay a portion of the Pension Fund contribution due under this Collective Bargaining Agreement to the Michigan Regional Council of Carpenters Excess Benefit Fund (hereinafter referred to as "Excess Benefit Fund"). The administrative manager of the Carpenters Pension Trust Fund - Detroit and Vicinity (hereinafter "Pension Fund") shall, on a monthly basis, determine the amount of benefits to be paid to participants and beneficiaries of the Excess Benefit Fund in the following month, based on the funding requirements set forth in the Excess Benefit Plan. Before the pension contributions made by Employers are allocated to the Pension Fund, the administrative manager shall cause the moneys necessary to pay the total amount determined hereunder to be deducted and paid to the Excess Benefit Fund for distribution. That amount shall be the aggregate of all benefits calculated in accordance with the Pension Fund's Plan in excess of the payment permitted under Section 415 of the Internal Revenue Code, increased to reflect FICA, FUTA and any other similar taxes applicable thereto, together with any administrative expenses. The amount of the Employer's contribution paid over to the Pension Fund shall be reduced by the amount of the contribution allocated to the Excess Benefit Fund hereunder. The foregoing notwithstanding, the full amount of the pension contributions, prior to the aforesaid reduction for the contribution to the Excess Benefit Fund, shall be used in determining the pension benefit amount of Covered Employees. If the limitation on benefits imposed by Section 415 of the Code is eliminated or modified such that no current, past or future participant's benefit amount will be affected by Section 415, this provision shall automatically terminate, as of the effective date of such law.

12. This Agreement incorporates and the Employer hereby accepts and adopts the terms and conditions of the Plan and Trust documents of each Fringe Benefit Fund named in this Agreement, or that may hereinafter be so named, including all rules, regulations, policies, procedures and resolutions adopted by the Trustees of said Fringe Benefit Funds, as well as any amendments or modifications of same not inconsistent with the terms of this Agreement.

(a) Contributions shall be paid by the last day of the month following the month the employee worked. Contributions shall be deposited each month to such depository as may be designated by the Trustees of said Funds.

(b) Each Employer shall pay as liquidated damages cost of collection charges, as established by the respective Boards of Trustees, resulting from his delinquency in payment or late payment of contributions to the aforesaid Funds. The present schedule of collection charges for late contributions requires a payment of five percent (5%) on all contributions received between one and fifteen days after the due date and a payment of ten percent (10%) on all contributions received more than fifteen days after the due date. An additional two percent (2%) per month assessment will be imposed on contributions received more than sixty days late.

13. **Dues Deduction.** The Employer appoints the Contract Administrator of the Carpenters Fringe Benefits Programs as its agent for the receipt of dues deduction authorizations. Receipt of a written authorization by the Administrator shall constitute receipt by each Employer.

(a) The Employer shall deduct from the wages of each employee who has individually and voluntarily authorized such deduction in writing the amount certified by the Union to be the Working Dues Assessment uniformly required and a Special Assessment equal to an amount determined by the Union on an annual basis, with a maximum of twenty cents (\$.20) per hour for every hour worked by a member. Any such authorization by any employee shall contain a provision as required by law for revocation.

ARTICLE XI Security Deposit

1. The parties have heretofore entered into an Agreement and Declaration of Trust establishing the Carpenters Guaranty Fund, hereinafter called the Guaranty Fund, administered by a joint Committee of an equal number of Union Representatives and Representatives appointed by the various Associations. The Guaranty Fund shall receive the deposits required hereunder and hold, administer and disperse the same as provided in the trust agreement.

2. Each Employer covered by the terms of an Agreement with the Union may deposit and maintain with the Guaranty Fund such sum of money as shown in Paragraph 13 of Article XI which shall operate as a security deposit under the terms and conditions of the Agreement. As long as the Employer is represented by the Association, the guarantee of the Association as hereinafter provided shall be in lieu of a deposit by an individual Employer.

3. Each Association shall stand surety for the Employers it represents in the amount of \$10,000.00 for its Members who are Employers in Good Standing and \$25,000 for its Members who are New Employers or Delinquent Employers or provide a suitable bond in lieu thereof. Subject to the restrictions and limitations provided herein the security deposit shall be used to cover claims against Employers belonging to the Association for (a) delinquent payments to the various fringe benefit funds, and (b) for up to two (2) weeks of uncollected wages paid by checks not honored by the bank on which drawn. The total liability shall not exceed the Security Deposit, subject to the restrictions and limitations provided herein.

(a) Each Association shall advise the Union and the Guaranty Fund in writing of the names, addresses and classifications of its members not covered by the security deposit of the Association. Such employer shall then be treated as a non-associated Employer.

(b) If the coverage of any Employer is terminated by such notice, the guarantee of the Association shall nevertheless be liable for any claim against such Employer for delinquent payments accruing prior to such notice and for a period of two (2) weeks following the receipt of such notice, but in no event in excess of the maximum amount referred to in Paragraph 5 below.

(c) The Association shall be notified promptly by the Union or the administrators of the various fringe benefit funds of the delinquency of any Employer who is covered by the deposit of the Association.

4. To the extent provided herein, the principal amount of the security deposit of any individual Employer who is a member of the Association shall secure and guarantee payment of such individual Employer's obligations as described in Paragraph 3 immediately above, but shall not be used to defray the obligations of any other Employer. The obligations of such Employer to the various fringe benefit funds shall be deemed to include interest and cost of collection charges assessed by the said funds for late payment.

5. The total amount of all claims by the various fringe benefit funds for delinquent payments that may be asserted against the security deposit for any one Employer shall be limited to the

amount accrued, and in no event shall exceed the amount shown in Section 13 for the classification of the delinquent Employer.

6. A statement of delinquency certified by the Administrator of any fringe benefit fund must be based upon an audit, admission of liability or refusal to allow an audit and shall be required before payment from the security deposit may be made by the Guaranty Fund. Payment by the Guaranty Fund shall be made immediately upon any one of the aforesaid requirements.

7. No claims may be asserted and paid from security deposits made hereunder for any obligations of Employers accruing prior to June 15, 1970.

8. This Security Deposit shall continue until June 1, 2003.

9. Each Employer covered by the terms of this Agreement shall, at the end of each pay period, and not later than 4:30 p.m. on Friday of the pay week, make payment by cashier's or certified check to the Administrator's office of the fringe benefit funds of a sum equal to the fringe benefits owing for that pay period. The Employer shall submit reporting forms as otherwise required by the Trustees of the Fringe Benefit Funds.

10. In the event any Employer is delinquent at the end of a pay period in the payment of wages or in contributions to the fringe benefit funds provided in Paragraph 9 above, the employees or their representatives shall take such action as necessary, forthwith, to collect such delinquent payments, and it is further agreed that in the event any such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom, including loss of wages.

11. The provisions of Paragraphs 9 and 10 above shall not apply to any Employer who elects to make a security deposit as set forth below with the Guaranty Fund or any Employer covered by the undertaking of an Association, and such Employer shall continue to make payments monthly to the depository of the fringe benefit funds as prescribed by current rules and regulations.

12. Notwithstanding any other provision in Article XI to the contrary, the Trustees of the fringe benefit funds may require any Employer who has been frequently delinquent in making such contributions, as certified by the Administrator of any fringe benefit fund, or whose current payroll exceeds his classification, to comply with the provisions of Paragraphs 9 and 10 of this Article XI.

13. Employers for whom the Association does not stand surety shall comply with the following:

(a) An Employer in Good Standing not later than December 31 of each year shall submit to the Trustees of the Guaranty Fund a

sworn affidavit stating the average number of Carpenters on the Employer's payroll during the twenty-six week period from May 1 through October 31 of the preceding calendar year and showing a computation made by taking the highest number of Carpenters employed on any one day for each week during the period and dividing the total by the number of weeks during which Carpenters were on the payroll. The security deposit amount required from each Employer in Good Standing corresponding to the average number of carpenters employed shall be as follows:

Classification of Employer	Average Number of Carpenters	Deposit Amount
A	1-5	\$5,000.00
B	more than 5	\$10,000.00

(b) A New Employer or a Delinquent Employer shall have the option of either:

a. Posting a \$25,000 security deposit with the Detroit Carpenters Guaranty Fund; or,

b. (i) Paying its fringe benefit contributions on a weekly or monthly basis as required by the Detroit Carpenters' Fringe Benefit Funds' Joint Delinquency Committee, and

(ii) Contributing \$.10 to the Detroit Carpenters Guaranty Fund for each hour worked by all employees covered by this Agreement. The Guaranty Fund contribution shall be made together with all other Fringe Benefit Fund payments. The hourly contributions made under this Subparagraph (b)(ii) to the Guaranty Fund shall be paid in addition to any existing security deposit posted by the Employer. The obligation to make the \$.10 contribution will cease when the total amount deposited by such Employer equals \$25,000 in excess of any indebtedness to the fringe benefit funds.

(c) A New Employer is defined as an Employer who has been making fringe benefit contributions to the Funds for less than two (2) years. A Delinquent Employer is defined as an Employer who during the preceding consecutive twelve (12) month period has failed to make timely payment of any amounts due the Funds hereunder. An Employer in Good Standing is defined as an Employer who is neither a New Employer nor a Delinquent Employer. The Detroit Carpenters' Fringe Benefit Funds' Joint Delinquency Committee has authority to waive the delinquent status of an Employer when the status was the result of errors in payment of insignificant amounts, brief delays in payment, or errors due to unintentional clerical mistakes. A New Employer or a Delinquent Employer who becomes an Employer in Good Standing may request a refund of his deposit to the extent it is in excess of the deposit required of him as an Employer in Good Standing.

ARTICLE XII

Pay Day

1. Friday shall be the weekly pay day on all work, except where a State, Federal, or local law or regulation makes it impracticable. Each employee shall be paid weekly, during working hours, by means of a payroll check, which shall be accompanied by a stub or memorandum indicating the dates of the pay period, the gross amount of the check, F.I.C.A. and income tax withheld; the Employer's name, address, hours worked and the employee's name. No more than one week's pay shall be held back.

2. Employer shall furnish with an employee's final paycheck a statement giving the Employer's Michigan Employment Security Agency (M.E.S.A.) Number.

3. A statement showing the total amount of insurance, vacation and pension contributions paid, or to be paid, to the Health and Welfare Fund, Vacation Fund and Pension Fund, shall be furnished each employee at least once a month. If an employee is employed less than one (1) month, the statement shall be furnished him at *time of termination of employment*.

4. The Employer shall give any employee who is laid off or discharged, not less than one (1) hour's notice of the lay off or the discharge. On an extremely large job, or jobs within a large *industrial plant requiring check out of tools*, one and one-half (1½) hours' notice shall be given. An Employee who is laid off or discharged shall be paid off in full on the job and given a separation slip stating the reason for such action. A temporary work stoppage for reasons other than weather and not exceeding one work day will not be considered a lay off. In the event a laid off or discharged employee is not paid at the time set forth above, his pay-off check shall be mailed to the employee by certified mail (no return receipt requested) before the end of the next business day. If the pay check is not mailed before the end of the next business day, the employee shall be paid an additional two (2) hours pay for each twenty-four (24) hours of delay retroactive to the day of lay-off. Note: Regarding layoff and discharge, see *Article XIV, Section 5*.

5. When weather does not permit work to start on pay day, pay checks shall be issued between the hours of 8:00 a.m. and 9:00 a.m. In case issuance of pay checks is not started until after 9:00 a.m., each employee who has waited from 8:00 a.m. for his check shall be paid for a *minimum of waiting time of one and one-half (1½) hours*, from 8:00 a.m. to 9:30 a.m. If the checks are not distributed at 9:30 a.m. waiting time shall be paid for by the Employer in one-half (½) hour intervals, but not to exceed the end of a normal working day. The Employer shall not be obligated to pay for waiting time if he or his representative appears on the job

with pay checks for issuance any time between the hours of 8:00 a.m. and 9:00 a.m., nor shall he or his representative be required to remain on the job longer than to issue checks or arrange for the issuance of checks.

6. If paychecks are not issued by the end of the regular day's work or regular shift work on payday, the employee shall be paid an additional hour's pay, at straight time, for each hour he is required to wait for his check, up to a maximum additional payment of eight (8) hours' pay. Additional pay shall not be required if Employer was prevented from issuing checks by strikes, civil disorder, severe weather or other casualty beyond control of the Employer.

ARTICLE XIII **Show-Up Time**

1. When Carpenters are sent from the office of the Union, on request of the Employer and are not put to work, or when regular employees report on any job and are not put to work, weather permitting, they shall be paid not less than two (2) hours' pay for so reporting. No Carpenter shall be allowed to stay on the job beyond the first hour unless they are on the payroll of the Employer. Should a Carpenter report late to the jobsite, his reporting pay shall be reduced by a deductible for such late reporting.

2. If Carpenters are directed to start to work and work less than two (2) hours, weather permitting, they shall receive not less than two (2) hours' pay.

3. On projects where work cannot start due to weather, the following method of payment for show-up time shall apply:

At Start of Normal Shift:

The employee shall receive two (2) hours' show-up time regardless of weather at the applicable shift rate. During these two (2) hours the employee must stay on the jobsite unless excused by the Employer. On Saturdays all show-up time is paid at time and one-half the applicable shift rate, and on Sundays and holidays at double the applicable shift rate.

If Work Starts During the Said Two Hours:

Carpenters who start to work shall receive pay at the applicable shift rate as though they commenced work at the start of the shift, plus any time worked beyond the first two hours.

If a Partial Crew of Carpenters is Requested to Report Before Their Normal Shift Hours:

They shall remain on the job for early start hours, plus two (2) hours into their normal shift. They shall receive one (1) hour's pay at the applicable rate for each hour until their normal shift starting time; and shall remain on the job for the first two (2)

hours of their normal shift for which they shall receive two (2) hours' pay at the applicable shift rate.

ARTICLE XIV

Steward

1. A Steward shall be selected on all jobs from the employees on the job, if practical. **A steward should be first aid and scaffold user trained.** A representative of the Union shall have the right to visit the job during working hours to interview the Employer, steward, or workers, but in no way hinder the progress of the work.

2. The Employer agrees that there shall be a steward on the job at all times when Carpenters are working, who shall report any violation of the Agreement, and perform the usual duties of the steward with the least interference to the job.

3. The steward shall call the foreman's attention to any unsafe equipment or unsafe working conditions. If the foreman and the steward cannot agree on what is unsafe equipment or unsafe working conditions, or if having agreed, action to correct same is not taken by the foreman, the steward must make a report to the Union. The Employer and the Union will then send representatives to the job to observe conditions and agree on corrective measures to be taken.

4. The Employer or his agents shall not lay off, discharge, or transfer a Carpenter steward, so acting on any job, until the matter has been discussed with representatives of the Union.

(a) When a job is reactivated after having been temporarily shut down, the Steward shall be the first man recalled after the Foreman. Both the Steward and the Union Business Agent shall be notified of job reactivation by telephone, telegram, or registered mail.

5. The Employer shall permit the steward a reasonable amount of time to record the hours worked by the Carpenters on the job and will cooperate with the steward in the procurement of time data. Any new employees shall be referred to the steward before starting to work to be added to the rolls. Before any employee is to be laid off or discharged, the steward shall be notified prior to such layoff or discharge.

6. The Executive Secretary of the Union or his representative will place a steward on the jobs of an Employer in the following circumstances:

- a) When an Employer pays fringe benefits on a weekly basis;
- b) When an Employer intentionally fails to pay the correct base wage; or

- c) When an Employer becomes more than thirty (30) days delinquent in the payment of monthly fringe benefit contributions, by either failing to accurately report hours worked, by paying less than the correct contribution rate, or by otherwise not paying the complete amount when due.

When an Employer has intentionally failed to pay the correct base wage, a steward will be placed on all of the Employer's current jobs and on all of the Employer's jobs starting within six (6) months of the latest occurrence. When an Employer has become more than thirty (30) days delinquent in the payment of fringe benefits, a steward will be placed on all of the Employer's current jobs and on all of the Employer's jobs starting while the delinquency exists. Stewards must be journeymen carpenters and have been members of the Union not less than two (2) years.

ARTICLE XV

Grievances

1. Should differences of any kind arise between the Employer and the Union as to the interpretation, application or claimed breach of any of the terms of this Agreement, all such differences shall be submitted to the grievance procedure herein provided.

2. Should any grievance arise, the same shall be taken up within twenty-four (24) hours of the event giving rise to the grievance between the duly authorized representatives of the Union and the Employer.

3. If any grievance is not settled as provided above, then either the Union or the Employer may, within two (2) working days, in writing, submit the grievance to the Joint Settlement Board herein provided. No grievances may be filed or processed based upon the facts or events which have occurred more than fifteen (15) working days before the grievance is reduced to writing.

4. The Joint Settlement Board shall consist of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The Employer and the Union shall each appoint two alternate representatives, each of whom may serve in the place of a regular representative who is unable to act. No Union representative or Employer directly involved in a dispute shall act as a member of the Joint Settlement Board.

5. The duty of the Joint Settlement Board shall be to hear all grievances submitted to the Board within one (1) working day of the submission. Decisions of the Board shall be reached by a majority vote of the entire Board. The decisions of the Board shall be final and binding on the Employer, the Union and the employee or employees involved. The Joint Settlement Board will schedule Board meetings after ascertaining the Employer's and the Union's availability.

6. If the Board cannot settle or adjust a grievance or dispute, the matter shall be submitted to an impartial arbitrator who shall be selected by and be acceptable to the Board. In the event the Board is unable to mutually agree upon an arbitrator within three (3) days from the date of impasse on a grievance or dispute, then the arbitrator shall be selected according to the rules of the American Arbitration Association within five (5) days. The arbitrator's fee shall be shared equally by the Employer and the Union.

7. The arbitrator shall confine his decision to the dispute in question and he shall not have authority to add to, subtract from or in any way modify the terms of this Agreement. The arbitrator's decision shall be rendered within thirty (30) days from the date of the hearing and shall be final and binding upon the Employer and the Union, and the employee or employees involved.

8. The Union agrees that there will be no strikes, slowdowns, or work stoppages as a result of an alleged breach of this Agreement, except as provided in Article X, and that all such dispute will be handled expressly as stated herein.

9. The refusal or failure by a party against which a grievance has been filed to schedule or attend a Joint Settlement Board meeting or participate in any prior Step in the grievance procedure shall constitute waiver of all prior irregularities in the grievance procedure, and the complainant may proceed directly to arbitration. If the complainant prevails in the arbitration over such party, that party shall pay all costs of arbitration, excluding attorney fees. If the complainant does not prevail, each party will pay its own costs, except the arbitrator's fee shall be shared equally.

ARTICLE XVI **Compensation to Carpenters for** **Injury or Unemployment**

1. Employers shall provide Workers' Compensation Insurance for all Carpenters employed and shall, regardless of the number of Carpenters employed, become a subject Employer under the Michigan Employment Security Act and shall exhibit proof of both such coverages to the Union.

ARTICLE XVII **Liability**

1. It is understood that the Association is acting only as agent in the negotiation of this contract and that it is agent only for those Employers — individuals, partnerships, and corporations — who have authorized it so to act. In no event shall the Association be bound as principal or be held liable in any manner for any breach of this contract by any of the Employers for whom it is acting or any employee of such Employers. It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

2. The Employer agrees that he will not hold the Union liable for any acts of its members not authorized by said Union. The Union agrees that it will, on written request of the Employer, notify the Employer within twenty-four (24) hours after receipt of said request, whether the act of the member or members of the Union so complained of was or was not authorized, and if not authorized, the Union agrees that it will take immediate steps to rectify the situation complained of.

3. The Union agrees that it will not hold any Employer liable for any acts of the agents of said Employer not authorized by said Employer. The Employer agrees that he will, on written request by the Union, notify the Union within twenty-four (24) hours after receipt of said request at the office of said Employer, whether or not the act of the Employer's agent so complained of by the Union was authorized, and if not authorized, the Employer agrees that he will take immediate steps to rectify the situation complained of.

4. It is further agreed and understood that the United Brotherhood of Carpenters and Joiners of America and the Michigan Regional Council of Carpenters, who have authorized the negotiation and execution of this Agreement shall not be liable for any act or acts of any member of any Local Union or any acts of the Local Union itself which may be contrary and in violation of this Agreement.

ARTICLE XVIII **Invalidity**

1. In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Agreement.

ARTICLE XIX **Scope of Agreement**

1. This Agreement covers the entire understanding between the parties hereto governing the employment of Carpenters and the maintenance of employer-employee relationships. All provisions not covered by this Agreement must be negotiated between the parties.

2. This Agreement shall be binding on the Employer, its successors and assigns. Employer will notify the Union thirty (30) days prior to any change in company name, ownership or address.

ARTICLE XX **Termination**

1. This Agreement shall remain in full force and effect until June 1, 2003 and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least

ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement on such changes is reached prior to June 1, 2003, this Agreement shall be deemed to have terminated on June 1, 2003.

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, GREATER DETROIT CHAPTER, INC.

Forrest A. Henry, Director of Labor Relations

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

Walter R. Mabry, Executive Secretary/Treasurer

MEMORANDUM OF AGREEMENT CARPENTER BACK-TO-WORK PROGRAM

A carpenter injured while working for an Employer may return to work for that Employer at a reduced scale of wages to perform a limited work scope, "Bridge Job," as approved in writing by the administrating physician. A Bridge Job is construction-related work which may or may not be within the work jurisdiction of the Union. The scale of wages will be determined by the administrating physician's classification of the tasks to be performed commensurate with the capability of the carpenter. The work classifications are:

Very Light Work: Lifting ten pounds maximum and occasionally lifting and/or carrying such articles as docket, ledgers and small tools. Although a very light job is defined as one which involves sitting, walking and/or standing may often be necessary in carrying out job duties. The amount of walking and/or standing permissible will be determined by the extent to which the injured body part impairs the ability to walk and/or stand.

Light Work: Lifting twenty pounds maximum with frequent lifting and/or carrying of objects weighing up to ten pounds. Even though the weight lifted may be only a negligible amount, a job is in this category when it requires walking or standing to a significant degree or when it involves sitting with a moderate degree of pushing and pulling of arm and/or leg controls.

Medium Work: Lifting fifty pounds maximum with frequent lifting and/or carrying of objects weighing up to twenty-five pounds.

The Base Wage for Very Light Work will be 30% of the Journeyman Base Wage. The Base Wage for Light Work will be 50% of the Journeyman Base Wage. The Base Wage for Medium Work will be 75% of the Journeyman Base Wage. For all work classifications, the Employer will pay the full dollar amount of fringe benefits received by a Carpenter Journeyman in addition to the applicable Base Wage. Compensation would increase as the carpenter progresses through the work classifications based on the physician's approval of the next level of physical demand.

The Workers' Compensation insurance provider may pay an additional weekly amount to the employee as an added incentive to encourage his voluntary participation in the Back-to-Work Program. This amount, if any, will be determined based on the formula as provided for by the workers' compensation guidelines. Refusal of a reasonable offer of employment may jeopardize the continued collection of benefits in accordance with State law.

A carpenter's employment under the Back-to-Work Program is limited to a maximum of six months for each incident. Implementation of the Program is discretionary on behalf of the Employer, and is subject to the availability of Bridge Jobs. Upon release for work by the administrating physician, the carpenter would return to full wages and be placed in available work.

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, GREATER DETROIT CHAPTER, INC.

Forrest A. Henry, Director of Labor Relations

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

Walter R. Mabry, Executive Secretary/Treasurer

2000-2003

PILEDRIVING AND CAISSON DRILLING AGREEMENT

This Agreement made June 1, 2000, by and between The Associated General Contractors of America, Greater Detroit Chapter, Inc., who is hereinafter called the "Association," representing its members who are hereinafter called, "Employer," and the Michigan Regional Council of Carpenters, which has jurisdiction in the entire State of Michigan and all off-shore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union," and its successors, and any additional counties which may be added to the Union through reorganization of the State of Michigan.

The geographic territory governed by this Agreement consists of Wayne, Oakland, Macomb, Sanilac, St. Clair, Washtenaw and Monroe Counties and the Townships of Brighton, Deerfield, Genoa, Green Oaks, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla in Livingston County and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States.

WHEREAS, it is the intent and purpose of the parties hereto to specify in this Agreement the wages, terms and working conditions of employment of employees performing piledriving and caisson drilling work;

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the Employer and the Union agree as follows:

ARTICLE I

Scope of Agreement

1. The Carpenters' Agreement as of June 1, 2000 by and between the parties hereto is incorporated by reference into this Agreement with the exception of Article VII, "Apprentices," and Article XIII, "Show-Up Time," of the Carpenter Agreement. The words "Piledriver" and "piledriving" shall be substituted in place of the words "Carpenter" and "carpentry" in Article I, Paragraph 1, and Article II thereof.

2. The following terms and conditions shall apply with respect to work performed by employees covered by this Agreement.

ARTICLE II

Crew Size and Manning of Jobs

The following are minimum crew sizes except that the Union and the Employer may meet to determine if the crew size can be adjusted due to extenuating circumstances on certain jobs.

1. Foundation Pile Driving Rigs:

(a) Basic Crew: Three (3) piledrivers and a working foreman shall constitute a piledriving crew when installing all types of

foundation piles such as pipe piles, shell piles, steel piles, wood piles or auger cast piles, except as hereinafter qualified.

(b) **Supplemental Crew Members:** If steady welding work is required on the job, a welder shall be added to the crew. Where there is a minimum amount of welding, one of the crew may do the necessary welding.

2. Steel Sheet Piling Rigs: Three (3) piledrivers and a working foreman shall constitute a crew for driving steel sheet piling, except as hereinafter qualified.

3. Caisson Drilling Rigs:

(a) There shall be a minimum of one piledriver and one working foreman on caisson drilling rigs where casings are used.

(b) On small caisson jobs when mutually agreed between the Employer and the Union, and on utility towers, antennas, signs, dewatering wells, gas recovery wells, a crew consisting of only a working foreman shall be employed where casings are used.

4. Drilling Rigs: On rigs used to pre-drill piles and for drilling and installing tiebacks, there shall be a minimum of one working foreman and one (1) piledriver.

5. Barge Work:

(a) When installing all types of piles or sheet piling from a barge, four (4) piledrivers and a working foreman shall compose a crew. This crew size shall not be required for work covered by Paragraph 7.

(b) Upon mutual agreement between the Employer and the Union, barge crew size may be reduced under appropriate circumstances.

6. Earth Retention Work: The placing of bracing and lagging in a earth retention system shall be manned as required by the contractor.

7. Non-Industrial Work: A crew of one (1) piledriver and a working foreman shall be used for:

(a) Wood or lightweight steel sheeting.

(b) Small jobs when mutually agreed between the Employer and the Union, and work at marinas, yacht clubs and residences.

(c) Article V, "Travel," will not be paid for work performed under Paragraph 7.

8. Pile Load Tests: Piledrivers shall be employed to set up all load tests. A piledriver shall be employed on all load tests and paid the applicable shift rate. If the regular pile crew is employed for testing and the test is completed between midnight and 8:00

a.m., weather permitting work that day, the employee on the third shift shall be paid overtime for that day's regular work.

ARTICLE III General Conditions

1. Whenever the Employer is using any piling which requires work to be performed prior to the piling being received in the rigs, the Employer shall employ additional employees to perform such work and these employees shall be in addition to the number of employees provided for under the rigs described above.

2. The Employer, in the interest of safety, shall not require piledrivers to work in front of the pile driving rig while the pile hammer is in operation.

3. All burning, welding and fabrication of pipe, shell, H-beam, sheet pile or other like material used in the driving or brazing of piles shall be done on the job site or in the Employer's yard by piledrivers except where materials are fabricated at the manufacturing sources.

ARTICLE IV Wages and Fringe Benefit Contributions

1. The minimum rate of wages for Foremen and Journeyman Piledrivers shall be as follows:

Zone 1 consists of Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

Zone 2 consists of Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Ocola, Putnam, Tyrone and Unadilla.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2000
THROUGH MAY 31, 2001**

ZONE 1 - PILEDRIVER JOURNEYMAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$24.135	\$25.74	\$27.58
*Vacation & Holiday - 11% of			
Base Wage (Funded)	2.655	2.83	3.03
*Special Assessment Fund (Funded) .20	.20	.20	.20
U.B.C. Funds (Funded) . . . . .	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) . . . . .	.10	.10	.10
Pension - 13% of			
Base Wage (Funded)	3.138	3.35	3.59
Annuity Fund - 12.08% of Base			
Wage (Funded)	<u>2.916</u>	<u>3.11</u>	<u>3.33</u>
GROSS WAGE	\$36.044	\$38.23	\$40.73
Apprenticeship (Funded) . . . . .	.16	.16	.16
Labor/Mgmt.			
Prod. & Trng. (Funded) . . . . .	.09	.09	.09
Industry Advancement			
Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$36.394	\$38.58	\$41.08

ZONE 1 - PILEDRIVER FOREMAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$25.635	\$27.34	\$29.30
*Vacation & Holiday - 11% of			
Base Wage (Funded)	2.82	3.01	3.22
*Special Assessment Fund (Funded) .20	.20	.20	.20
U.B.C. Funds (Funded) . . . . .	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) . . . . .	.10	.10	.10
Pension - 13% of			
Base Wage (Funded)	3.333	3.56	3.81
Annuity Fund - 12.08% of Base			
Wage (Funded)	<u>3.097</u>	<u>3.30</u>	<u>3.54</u>
GROSS WAGE	\$38.085	\$40.41	\$43.07
Apprenticeship (Funded) . . . . .	.16	.16	.16
Labor/Mgmt.			
Prod. & Trng. (Funded) . . . . .	.09	.09	.09
Industry Advancement			
Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$38.435	\$40.76	\$43.42

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2000
THROUGH MAY 31, 2001**

ZONE 2 - PILEDRIVER JOURNEYMAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$23.769	\$25.35	\$27.16
*Vacation & Holiday - 11% of Base Wage (Funded)	2.615	2.79	2.99
*Special Assessment Fund (Funded) .20	.20	.20	.20
U.B.C. Funds (Funded) . . . . .	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) . . . . .	.10	.10	.10
Pension - 13% of Base Wage (Funded)	3.089	3.30	3.53
Annuity Fund - 12.08% of Base Wage (Funded)	<u>2.871</u>	<u>3.06</u>	<u>3.28</u>
GROSS WAGE	\$35.544	\$37.70	\$40.16
Apprenticeship (Funded) . . . . .	.16	.16	.16
Labor/Mgmt. Prod. & Trng. (Funded) . . . . .	.09	.09	.09
Industry Advancement Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$35.894	\$38.05	\$40.51

ZONE 2 - PILEDRIVER FOREMAN

	Day Shift Per Hour	2nd Shift Per Hour	3rd Shift Per Hour
*Base Wage	\$25.269	\$26.95	\$28.88
*Vacation & Holiday - 11% of Base Wage (Funded)	2.780	2.96	3.18
*Special Assessment Fund (Funded) .20	.20	.20	.20
U.B.C. Funds (Funded) . . . . .	.05	.05	.05
Insurance (Funded)	2.85	2.85	2.85
Supp. Insurance (Funded) . . . . .	.10	.10	.10
Pension - 13% of Base Wage (Funded)	3.285	3.50	3.76
Annuity Fund - 12.08% of Base Wage (Funded)	<u>3.052</u>	<u>3.26</u>	<u>3.49</u>
GROSS WAGE	\$37.586	\$39.87	\$42.51
Apprenticeship (Funded) . . . . .	.16	.16	.16
Labor/Mgmt. Prod. & Trng. (Funded) . . . . .	.09	.09	.09
Industry Advancement Program (Funded)	<u>.10</u>	<u>.10</u>	<u>.10</u>
TOTAL	\$37.936	\$40.22	\$42.86

DUES DEDUCTION – The dues deduction specified on the monthly fringe benefit contribution form (presently 2% of the Base Wage) shall be deducted from the employee's pay. The amount of the dues deduction is included in the Base Wage as stated above.

*The Base Wage, Vacation & Holiday and Special Assessment Fund contributions are added together before payroll taxes are calculated. After taxes are calculated, the Vacation & Holiday and Special Assessment Fund contributions are deposited into their respective Fund. For an example, see last page of this booklet.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2001
THROUGH MAY 31, 2002**

PILEDRIVER JOURNEYMAN – ZONE 1 AND ZONE 2

Effective June 2001 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.55 per hour. The Piledriver Journeyman wage rate effective June 2001 will be issued as a supplement to this Agreement.

PILEDRIVER FOREMAN

The Piledriver Foreman wage rate effective June 2001 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2002
THROUGH MAY 31, 2003**

PILEDRIVER JOURNEYMAN – ZONE 1 AND ZONE 2

Effective June 2002 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.65 per hour. The Piledriver Journeyman wage rate effective June 2002 will be issued as a supplement to this Agreement.

PILEDRIVER FOREMAN

The Piledriver Foreman wage rate effective June 2002 will be issued as a supplement to this Agreement.

ARTICLE V

Travel

1. The shipping point on which time shall be based is the Detroit City-County Building. All travel to be computed on a radius basis. 0-40 miles equals free zone.
Over 40 miles @ \$10.00/day.

ARTICLE VI

Piledriver Show-Up Time

1. The employee shall receive two (2) hours' show-up time regardless of weather. During these two (2) hours the employee must be available for assignment unless excused by his Employer.
2. Any employee who is discharged from his work shall be allowed two (2) hours' traveling time for going to the main office for his pay unless paid on the job.
3. When an employee is working beyond the 40-mile free zone and stays through his lunch period, he shall be guaranteed a minimum of one hour's pay in the afternoon portion of the shift which shall be considered as afternoon show-up time. During this one-hour period, he shall be expected to remain on the job and be available for work unless excused by the Employer.

ARTICLE VII

Special Piledriver Wage Considerations

1. **Foreman:** The foreman shall be selected by and be the representative of the Employer. He shall not be required to violate any part of this Agreement as a condition of employment. The Piledriver Foreman shall be paid **one dollar and fifty cents (\$1.50)** per hour more than the Journeyman Piledriver, base hourly rate.
2. **Loftsmen or Sticker:** This member of the crew shall be paid an additional fifty-five cents (\$.55) per hour over the Journeyman Piledriver rate for such time as so employed, and eighty cents (\$.80) per hour on heights over one hundred and fifty (150) feet.
3. **Welders:** Welders shall be paid fifty-five cents (\$.55) per hour over the Journeyman Piledriver rate and a certified welder shall be paid eighty cents (\$.80) per hour more than the Journeyman Piledriver. Where certification is required a test shall be made. The test fee shall be paid by the Employer.
4. **Piledriver Trainee:** When at least eight (8) piledrivers are working for an Employer a trainee may be employed if the Union is able to furnish the trainee. (Foreman to be included in the count of the employees.)
 - (a) Trainee shall be allowed to work in any work crew doing any type of work assigned him, until the trainee services are no longer required. After a two-year training period, the trainee shall become a full-time journeyman.

(b) Rate of pay for a trainee to be 55% of Journeyman's rate. After six months his rate of pay shall be increased to 65% of the applicable Journeyman's rate. After one year his rate shall be increased to 75% and after eighteen months his rate shall be increased to 85%.

(c) Joint Training Committee: This committee shall consist of three representatives from the Union and three representatives from the Association.

(d) Fringe Benefits for Trainees: The trainee shall receive the same fringe benefits as set forth for the Journeyman Piledriver.

5. **Upgrading:** The Union shall endeavor to upgrade the skills of members in specialty areas which are welding, cutting, burning and the administrative cost of handling this upgrading shall be funded from the apprenticeship contribution.

ARTICLE VIII

Divers

1. The minimum rate of wages for divers shall be as follows:

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2000 THROUGH MAY 31, 2001

ZONE 1 - DIVER

*Base Wage	\$31.462
*Vacation & Holiday – 11% of Base Wage (Funded)	3.461
*Special Assessment Fund – (Funded) . . . . .	.20
U.B.C. Funds (Funded) . . . . .	.05
Insurance (Funded)	2.85
Supp. Insurance (Funded) . . . . .	.10
Pension – 13% of Base Wage (Funded)	4.09
Annuity Fund – 12.08% of Base Wage (Funded)	3.80
GROSS WAGE	\$46.013
Apprenticeship (Funded) . . . . .	.16
Labor/Mgmt. Prod. & Trng. (Funded) . . . . .	.09
Industry Advancement Program (Funded) . . . . .	.10
TOTAL	\$46.363

The minimum rate of wages per eight-hour day, including fringes, is \$368.10.

Fifty dollars (\$50.00) per day, regardless of hours worked, will be considered the payment for diver's equipment rental by the contractor.

ZONE 2 - DIVER

*Base Wage	\$31.095
*Vacation & Holiday – 11% of Base Wage (Funded)	3.420
*Special Assessment Fund – (Funded) .....	.20
U.B.C. Funds (Funded) .....	.05
Insurance (Funded)	2.85
Supp. Insurance (Funded) .....	.10
Pension – 13% of Base Wage (Funded)	4.042
Annuity Fund – 12.08% of Base Wage (Funded)	<u>3.756</u>
GROSS WAGE	\$45.513
Apprenticeship (Funded) .....	.16
Labor/Mgmt. Prod. & Trng. (Funded) .....	.09
Industry Advancement Program (Funded)	<u>.10</u>
TOTAL	\$45.863

DUES DEDUCTION – The dues deduction specified on the monthly fringe benefit contribution form (presently 2% of the Base Wage) shall be deducted from the employee's pay. The amount of the dues deduction is included in the Base Wage as stated above.

The minimum rate of wages per eight-hour day, including fringes, is \$333.14.

Fifty dollars (\$50.00) per day, regardless of hours worked, will be considered the payment for diver's equipment rental by the contractor.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2001
THROUGH MAY 31, 2002**

The Diver wage rate effective June 2001 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2002
THROUGH MAY 31, 2003**

The Diver wage rate effective June 2002 will be issued as a supplement to this Agreement.

2. When diver is on stand-by for the day, he shall receive journeyman's pay. If required to dive at any time during the day, he then shall receive a full day's diving pay which shall be for the diver's time and equipment rental. He shall be expected to remain on the job to do whatever work is assigned following his diving duties.

3. Depth Rate: Divers shall receive one dollar (\$1.00) per foot per day for depths greater than 30 feet.

4. Horizontal Entry Rate: Divers shall receive a premium of **twenty dollars (\$20.00)** per day for horizontal entry greater than twenty (20) feet.

5. All divers to furnish up-to-date federally approved modern equipment in good safe working condition. Equipment to include up-to-date communications facilities all at no added cost to the Employer.

6. All divers to have acceptable experience in all facets of diving techniques.

7. All divers to have experience in underwater work associated with piledriving.

8. The diver tender shall be paid **seventy-five cents (\$.75)** per hour more than the Journeyman Piledriver.

ARTICLE IX Termination

1. This Agreement shall remain in full force and effect until June 1, 2003 and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement on such changes is reached prior to June 1, 2003, this Agreement shall be deemed to have terminated on June 1, 2003.

THE ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, GREATER DETROIT CHAPTER, INC.
Forrest A. Henry, Director of Labor Relations

MICHIGAN REGIONAL COUNCIL OF CARPENTERS
Walter R. Mabry, Executive Secretary/Treasurer

**2000-2003
Supplemental Industry
Advancement Program
Agreement**

between

The Associated General
Contractors of America,
Greater Detroit Chapter, Inc.

and

Michigan Regional Council of Carpenters
AFL-CIO

SUPPLEMENTAL AGREEMENT INDUSTRY ADVANCEMENT FUND

A. The Association shall establish an Industry Advancement Fund whose activities shall be financed by the payments provided for in Article X of the Agreement. No Employer or Union has or shall have any right, title, interest or claim, legal or equitable, in or to any payments made or to be made for allocation of said Industry Advancement Fund, nor shall any part of the fund or assets of said Industry Advancement Fund or any part of any payments allocated to the Industry Advancement Fund at any time be paid to any Employer or to any other employer who is a party to an agreement with the Union requiring the same payments as provided for in Article X, or to any employee, or to the Union except to finance such activities or benefits as are or shall be carried on in accordance with the provisions of this Supplemental Agreement, or except as part, and in the form of, the activities and the benefits thereunder which the Association, as administrator of said Industry Advancement Fund, may undertake in accordance with the provisions of this Supplemental Agreement; and provided further nothing herein before contained shall be deemed in any way to limit or affect the right of the Union to compel any Employer or such other employer by legal or equitable action or otherwise to fulfill his obligation to make payments to said Industry Advancement Fund, or to collect in any bankruptcy, reorganization or similar proceeding any such payments due from and unpaid by any Employer or other employer, and provided further, that nothing hereinbefore contained shall affect the Association's rights to subrogation. Upon termination of payments allocable to the Industry Advancement Fund, by reason of the expiration of this Agreement or because of the absence, or any other reason, of a contractual obligation upon the Employer to make payments so allocable, the assets and fund of the Industry Advancement Fund shall not be distributed among any Employers or other employers, or among employees, or to the Union but shall be held by the Association, which shall continue to administer and expand said assets and fund for the purposes, and subject to all the conditions, set forth herein.

The Association may use the monies allocated and paid into the fund of the Industry Advancement Fund, and the income from the investment thereof, for the purpose of meeting all costs to the Association (including, but not limited to rent, salaries of staff and legal counsel fees, office expense, cost of equipment, printing, stationery and items in the nature thereof), for carrying out the following industry-wide activities within the counties covered by this Agreement, for the benefit of the building and construction industry as a whole within said counties and particularly for the benefit of employers making payments allocated to the Industry Advancement Fund, except as an expenditure for any such activity that is prohibited by Subsection B of this Supplement.

(1) **ACCIDENT PREVENTION.** For example, the costs for promoting a Safety Campaign to help prevent personnel accidents

in the industry. The Association shall designate one of its staff to act on all matters pertaining to safety, whose duties shall be, among others, to distribute to Employers and employees literature advocating explaining and promoting accident prevention; to meet with authorized representatives of the Union when necessary for discussion of matters of safety and accident prevention; to attend meetings and conferences dealing with safety and accident prevention; and to engage in similar activities for the promotion of safety and accident prevention.

(2) **EDUCATION.** For example, to create, operate and maintain programs for the benefit of the building and construction industry as a whole within the counties aforesaid, such as schools for Estimators, Construction Superintendents, Foremen and other supervisory personnel.

(3) **RESEARCH INTO NEW METHODS AND MATERIALS.** For example, to investigate new methods and new materials for use in the building and construction industry and establish the necessary machinery to see to it that the assignment of work with or upon such methods or materials is made, subject to the applicable provisions of this Agreement, to the correct Trade in order to avoid jurisdictional disputes.

(4) **PUBLIC RELATIONS.** For example, to conduct a Public Relations Program for the benefit of the building and construction industry in the aforesaid counties.

INDUSTRY RELATIONS with architects, engineers, building owners, government officials, subcontractors, material and equipment suppliers, manufacturers, and insurance and bonding companies.

(6) **LABOR RELATIONS.** For example, to pay the compensation of the representatives of the Association participating in collective bargaining negotiations and grievance meetings with representatives of the Union; to pay the compensation of the representative or representatives of the Association in the presentation of any dispute to an arbitrator, as well as Management's share of the expenses and compensation of the arbitrator; to pay the expenses and compensation of witnesses in any grievance or arbitration proceedings; and to defray the expenses of said representatives in connection with the foregoing services and the cost to the Association of informative literature and other publications and usual sources of information relevant to collective bargaining and the processing of grievances, as well as the cost of disseminating such information among the members of the Association and other employers in the building and construction trades industry.

(7) **MANAGEMENT PARTICIPATION IN UNION HEALTH AND WELFARE FUNDS AND SIMILAR FUNDS.** For example, to pay the compensation and the necessary expenses incurred in connection with their services as such, of the representatives of the employers upon the Insurance Fund, the Pension Fund, the

Vacation and Holiday Fund, and upon any other Taft-Hartley Fund composed jointly of representatives of Employers and representatives of employees.

(8) **MARKET DEVELOPMENT.** For example, to educate owners and government awarding authorities and agencies to contract out construction maintenance and repair work.

(9) **STANDARDIZATION OF CONTRACTS AND SPECIFICATIONS.** For example, to see to it that the architect states in the specifications at the proper place and with sufficient particularity an adequate definition of the work to be performed, thereby eliminating many needless jurisdictional disputes by improper assignment of work in the first instance.

(10) **Disaster Relief and Civilian Defense**

B. No part of this fund allocated to the Industry Advancement Fund shall be spent directly or indirectly for any of the following or similar purposes:

(1) Lobbying, publicity or other endeavors in the promotion of legislation, existing or proposed, opposed by either the AFL-CIO, the United Brotherhood of Carpenters, or in opposition to legislation, existing or proposed, which is sponsored or favored by the AFL-CIO or the United Brotherhood of Carpenters.

(2) Subsidies, indemnities or payments of any kind to contractors, during, for, or in connection with a period or periods of strike, lockout or work stoppage, or payments to any fund, insurance carrier, or other person or entity as a premium for, or in consideration of payment by such fund, insurance carrier, or other person or entity, of such subsidies or indemnities or payments to contractors.

(3) Litigation of any kind before any court or administrative body against the Union, or any of the members of the Union, or the payments of any costs or expenses directly or indirectly involved in such litigation.

(4) Payment of dues to, or the making of any other contribution, directly or indirectly, to The Associated General Contractors of America, Greater Detroit Chapter, Inc., or to its successor or to any like organization.

(5) Publicity or public relations campaigns in support of Management's position respecting pending or prospective collective bargaining negotiations with the Union or in support of Management's point of view on any matter involving the industry which could, directly or indirectly, affect the availability of work or employment for, or the wages or conditions of employment of the members of the Union, when such point of view is opposed by the Union.

(6) Any activity injurious to the Union or any of its affiliated locals. In the event that any activities of a program commenced by the Association were not apparent at the time of their commencement to be injurious to the Union, but later a complaint is made by the

Union to the Association that any such activity is injurious to the Union, then, whether such activity or activities shall be continued and whether said activity or activities shall be financed out of monies already paid into the Industry Advancement Fund or to be paid into the Industry Advancement Fund, shall if there is no agreement between the Association and the Union as to the complaint made, on the demand of either side, made no later than thirty (30) days after the date of the complaint, be submitted for arbitration to an arbitrator selected by lot from a list supplied by the American Arbitration Association. The arbitrator shall hold the hearing and render his award within five days after his selection which award shall be final and binding upon the parties hereto. In arriving at his award, the arbitrator shall be governed as follows:

(A) In the event that the Association's obligation is only to pay for the activity of said program on a current basis as the activity progresses.

(i) Then if the Association alters or discontinues the program pending the arbitration of the Union's complaint, the Association shall have no obligation to reimburse the funds of the Industry Advancement Fund for any monies it has paid or may be obligated to pay for such of said activities as preceded the date of Union's complaint.

(ii) If pending such arbitration the Association does not discontinue or alter the program to meet the Union's complaint, then the question to be decided by the arbitrator, in addition to whether the program or some phase of it was injurious to the Union, shall be as follows:

(a) Was it within the control of the Association to discontinue or modify the program? If the answer is that it was not within the Association's control, then the Association shall not be obligated to reimburse the funds of the Industry Advancement Fund for the monies spent during the period between the date of the complaint and the date of the arbitrator's award.

(b) If the award is that it was within the control of the Association, then the arbitrator shall be asked to decide an additional question, viz., would the discontinuance or alteration of the program have caused more harm to the Association than it would have caused to the Union. If the answer is in the affirmative, then, again, the Association shall be absolved of any liability to reimburse the funds of the Industry Advancement Fund for payments made between the date of the Union's complaint and the date of the award. If the answer is in the negative, Association shall reimburse the Industry Advancement Fund such expenditures as were made and incurred between the date of the Union's complaint and the date of the award.

(B) Where the financing of the activities of the program is by

prepayment either at the inception of the program or at various points after its inception, or is provided for by a contract which would impose upon the Association an irreducible obligation for a fixed amount irrespective of continuance or discontinuance of the program, then if the Union complains that any of the activities of the program are injurious to the Union and the Association does not discontinue or modify such activities to meet the Union's complaint, and if the arbitrator awards that any of the activities of the program are injurious to the Union, then the Association shall be obligated to reimburse the Industry Advancement Fund for a portion of such prepayment or fixed amount as the quantity of service or time utilized in said program's activities after Union's complaint and until compliance with the arbitrator's award bears to the whole quantity of the service to be rendered or to the whole of the time to be utilized for the activities so prepaid or contracted for.

In any event, if the arbitrator's award is that any of the activities of the program were injurious, then, from the date of the award the Industry Advancement Fund monies may not be used to continue such activities of the program unless altered to obviate injury to the Union, although the program may be continued in its original form by the Association out of its own funds.

C. None of the provisions in Section B of this Supplement shall operate to prohibit any communication from the Association to its members at any time, nor to prohibit the expression by such of the Association's representatives as are paid with the monies of the Industry Advancement Fund of any position of the Association or its members in collective bargaining or in the adjustment or arbitration of grievances or in negotiations of any matter affecting wages or conditions of employment of the members of the Union.

D. An Annual Audit listing the actual expenditures made during the preceding year out of the funds of the Industry Advancement Fund will be made and certified by a Certified Public Accountant. This audit will be made available to the Union.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2000.

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA
GREATER DETROIT CHAPTER, INC.

Forrest A. Henry, Director of Labor Relations

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

Walter R. Mabry, Executive Secretary/Treasurer

UNION'S CLAIMED WORK JURISDICTION

The framing, erecting and prefabrication of roofs, partitions, doors and other parts of buildings of wood, metal, plastic or other substitutes; application of all metal flashing used for hips, valleys and chimneys; the erection of *Stran Steel* section or its equal. The cutting and hanging of all falsework for fireproofing and slabs. Where power is used in the setting or dismantling of forms, all handling and signaling shall be done by Carpenters. The setting of wood templates for anchor bolts for structural members and for machinery and the placing, leveling and bracing of these bolts. All framing in connection with the setting of metal columns. The setting of all bulkheads, the setting and fabrication of screeds and takes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making of forms for concrete blocks, bulkheads, figures, posts, rails, balusters and ornaments, etc.

5. The building and moving of all scaffolding, runways and staging where carpenters' tools are used, the building from the ground up of all scaffolds over fourteen (14) feet in height including metal and specially designed scaffolding. The building and construction of all hoists and derricks made of wood; the making of mortar boards, boxes and trestles, all shoring, razing and moving of buildings.

6. The cutting or framing of the openings for pipes, conduits, ducts, where they pass through floors, partitions, walls, roofs, or fixtures composed in whole or in part of wood. The laying out, making and installing of all inserts and sleeves for pipes, ducts, etc., where carpenters' tools and knowledge are required. The making and installing of all wooden meter boards, crippling and backing for fixtures. The welding of studs and other fastenings to receive material being applied by carpenters.

7. The installation of all grounds, furring or stripping, ceilings and sidewalls, application of all types of shingling and siding, etc.

8. The installation of all interior and exterior trim or finish of wood, aluminum, kalamein, hollow or extruded metal, plastic, doors, transoms, thresholds and windows. The setting of jambs, bucks, window frames of wood or metal where braces or wedges are used. The installation of all wood, metal or other substitutes of casing, moulding, chair rail, wainscotting, china closets, base or top boards, wardrobes, metal partitions as per National Decisions or specific agreements, etc. The complete laying out, fabrication and erection of stairs. The making and erecting of all fixtures, cabinets, shelving, racks, louvers, etc. The mortising and application of all hardware in connection with our work. The sanding and refinishing of all wood, cork or composition floors to be sanded or scraped, sized and buffed, either by hand or power machines. The assembling and setting of all seats in theaters, halls, churches,

schools, auditoriums, grandstands and other buildings. All bowling alley work.

F. The manufacture, fabrication and installation of all screens, storm sash, storm doors, and garage doors; the installation of all weather-stripping, inside and outside blinds; the installation of wood, canvas, plastic, metal awnings or eye shades, door shelters, jalousies, etc.

G. The installation of all material used in drywall construction such as plasterboard, all types of asbestos boards, transite and other composition boards. The application of all materials which serve as a base for acoustic tile, except plaster. All acoustical applications as per National Decisions or specific agreements.

H. The building of all barricades. The erection and dismantling of all temporary housing on construction projects.

I. The installation of rock wool, cork, and other insulation material used for sound or weatherproofing. The removal for caulking and replacing of staff bead and brick mold and all Oakum caulking, substitutes, etc. and all caulking in connection with carpentry work.

J. The installation of chalk boards as per National Decisions and local agreements.

K. The operation of all hand operated winches used to raise wooden structures.

L. The erection of porcelain enameled panels and siding.

M. The unloading and distribution of all furnished, prefabricated and built-up sections such as door bucks, window frames, cupboards, cabinets, store fixtures, counters and show cases or comparably finished or prefabricated materials, bearing the Union Label of the United Brotherhood, to the job sites or points of installation as used in the construction, alteration and remodeling industry.

N. The handling of doors, metal or wood, partitions and other finished bulk materials used for trim above the first floor level.

O. All processing of these materials and handling after processing.

P. The making up of panels and fitting them into walls, all bracing and securing, all removal of panels from the casting including all braces, walers, hairpins, etc.

Q. The handling and setting of all metal pans and sections from the stock piles of reasonable distance as required by job needs shall be performed by carpenters. The stripping of such metal pans, panels or sections is to be performed as per Laborers-Carpenters Area Agreement.

R. The layout, fabrication, assembling and erection and dismantling of all displays made of wood, metal, plastic, composition board, or

any substitute material; the covering of same with any type of material, the crating and uncrating, the handling from the point of unloading and back to the point of loading of all displays and other materials or components.

S. The above shall apply to all other necessary component parts used for display purposes such as turntables, platforms, identification towers and fixtures, regardless of how constructed, assembled or erected or dismantled.

T. The make-up, handling, cutting and sewing of all materials used in buntings, flags, banners, decorative paper, fabrics and similar materials used in the display decorative industry for draperies and back drops. The decorative framing of trucks, trailers and autos used as floats or moving displays. The slatting of walls to hang fabrics and other decorative materials, drilling of all holes to accommodate such installations. Setting up and removal of booths constructed of steel or aluminum tubing as stanchions, railings, etc., handling and placing of furniture, appliances, etc., which are being used to complete the booth at the request of the exhibitor. Fabricating and application of leather, plastic and other like materials used for covering of booths. The handling of all materials, fabricating of same. The loading and unloading, erecting and assembling at the exhibit or show area, also in or out of storage when used in booth decoration.

U. A display shall be construed as any exhibit or medium of advertising, open to private or public showing, which is constructed of wood, metal, plastic or any other substitute to accomplish the objectives of advertising or displaying.

V. Handling, fitting, draping, measuring and installation of fixtures and other hardwares for draperies, all manner of making, measuring, repairing, sizing, hanging and installation of necessary fixtures and hardware for shades and venetian blind.

W. Work consisting of cutting and/or forming of all materials in preparation for installing on floors, walls and ceilings; the installation of all resilient floor and base; wall and ceiling materials to include cork, linoleum, rubber, asphalt, vinyl, metal, plastic and all other similar materials in sheet, interlocking or tile form; the installation, cutting and/or fitting of carpets; installation of matting, linen crash and all preformed resilient floor coverings; the fitting of all devices for the attachment of carpet and other floor, wall and ceiling coverings; track sewing of carpets, drilling of holes for sockets and pins, putting in dowels and slats; and all metal trimmings used pertaining to all work covered by our jurisdiction.

**EXPLANATION OF CONTRACTOR
DEDUCTIONS FOR VACATION PAY AND
SPECIAL ASSESSMENT FUND**

To assist you in determining the proper manner in which Vacation Pay is to be computed and deducted from each Employee's pay check as per Article X of the Contract, the following example is offered as a guide:

John Doe worked 40 hours at the base wage of \$24.135 per hour which would amount to \$965.40.

Thus: Gross Earnings	\$ 965.40
Vacation Pay at 11% of Gross Earnings	106.19
Special Assessment Fund	8.00

These three items are added in order that the Vacation Pay and Special Assessment Fund might be taxed	\$ 1079.59
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Assuming that F.I.C.A. is \$95.00 and withholding tax is \$200.00, thus the combined total of taxes is \$295.00. Therefore, \$295 must be deducted for tax purposes	<u>295.00</u> \$784.59
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Now that taxes have been paid on the Vacation Pay and the Special Assessment Fund you must subtract the amount of these two items in order to send them to the fringe benefit fund depository	114.19
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You must also subtract the amount of the working dues (2% of \$965.40) and also send it to the fringe benefit fund depository	<u>19.31</u>
Amount of Pay Check	\$651.09