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1,375 workers

AGREEMENT
BETWEEN THE
MI REGIONAL COUNCIL OF CARPENTERS
OF THE
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
SAGINAW/FLINT AREA, LOCAL NO. 706

AND

MICHIGAN CHAPTER
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.

LABOR RELATIONS DIVISION

JULY 17, 2003 THROUGH JULY 16, 2006

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AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of July, 2003 by and between the Michigan Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and its affiliated Local Unions, hereinafter called the "Union," and the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division, hereinafter called the "Association" and "Employer," shall become effective this date and remain in full force and effect through **July 16, 2006**, and from year-to-year thereafter unless changed in accordance with the provisions of this Agreement.

ARTICLE I GEOGRAPHICAL JURISDICTION

THE RECOGNIZED AREA of this collective bargaining Agreement is as follows:

Local Union #706: Arenac, Bay, Clare, Genesee, Gladwin, Gratiot, Huron, Iosco, Isabella, Lapeer, Midland, Ogemaw, Saginaw, Shiawassee, and Tuscola Counties.

ARTICLE II INTENT AND PURPOSE

WHEREAS, it is mutually recognized that it is to the advantage of the parties hereto, to prevent strikes and lockouts with the resultant detrimental effect to all parties concerned to maintain a uniform wage scale, working conditions and hours of employment, and to facilitate the settlement of grievances that may arise from time-to-time between the Employer and his employees, and to stabilize the industry for the betterment of the parties hereto, we the undersigned parties do agree as follows:

- (a) The Association recognizes the Michigan Regional Council of Carpenters as the sole and exclusive bargaining agent for any and all of its employees performing work coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.
- (b) The Union recognizes the Association as the sole and exclusive Employer representation for its members for the purpose of collective bargaining within the geographical area coming within the jurisdiction of this Agreement.
- (c) It is understood that the Association is acting only as an agent in the negotiation of this Agreement, and that they are the agent only for those Employers, individuals, partnerships and corporations who have authorized them so to act. In no event shall the Association be bound as principal or be liable in any manner for any breach of this contract by any of the Employers for whom it is acting or any employees 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 individual and not joint.

It is further agreed and understood that the United Brotherhood of Carpenters and Joiners of America and the Michigan Regional Council of Carpenters, which have authorized the negotiation 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 III JURISDICTION

- (a) This Agreement covers all employees performing work under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America in the area covered by this Agreement.
- (b) Working conditions and jurisdiction of pile driving operations, and residential carpenter work shall be established by the Supplemental Agreement attached hereto.
- (c) **Mechanics Performing the Erection of Acoustical Ceiling Tile.** It is agreed that Employers of mechanics performing the erection of acoustical ceiling tile agree to be bound by the terms and conditions of the Agreement between the Michigan Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America and the Michigan Chapter, Associated General Contractors of America Inc., Labor Relations Division, effective date **July 17, 2003 through July 16, 2006.**
- (d) Lift type trucks are to be considered a tool of the trade.
- (e) 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 job site 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 job site to seek settlement of the dispute. The Employer shall also request the International Union involved to assign representatives to seek settlement of the dispute. The Union and the Employer agree that there shall be no strikes, lockouts or interruption of the disputed work over jurisdictional disputes.

ARTICLE IV UNION SECURITY

- (a) The Employer agrees that, as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing in the appropriate Local Union affiliated with the Michigan Regional Council of Carpenters no later than either the eighth (8th) day following the beginning of their employment or the eighth (8th) day following the effective date of this clause, whichever is later.
- (b) When the Employer needs employees, it shall give the Union equal opportunity with other sources to provide applicants in filling job vacancies. On request of the Employer, the Union will refer to the Employer any member who is requested by name and is available. Former employees of the individual Employer, now or hereafter a party hereto, may first be recalled or rehired; and the Union shall be notified through the job Steward of all such recalls.

All other applicants for employment shall be required to pass a fair and comprehensive examination before reporting to work for the Employer. Rules and regulations governing examination for applicants as established by the Carpenters' Joint Apprenticeship Committee, shall be considered as part of this Agreement.

The Employer shall retain the right to accept or reject any applicant for employment.

- (c) The Union shall have the right to require the removal of employees for failure to pay or tender initiation fees and dues as required by this Agreement. All requests for removal by the Union of employees for non-payment of, or failure to tender, initiation fees and dues shall be made to the Employer in writing.
- (d) The Association agrees not to enter into an Agreement with any other dual local organization during the life of this Agreement, with respect to work covered by this Agreement, and the Association and Union agree not to allow any task work or piece work.
- (e) No party to this Agreement shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or status as a veteran.
- (f) Employer Security: The Union further agrees that it will not require the Employers or any Employer to take any action which violates the Labor Relations Act of 1947 and the Labor-Management Act of 1959, as the same exists or may hereafter be amended. The Employer shall not be obligated hereunder to discharge or discriminate against any employee for non-membership in the Union, (a) if there are 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 (b) there are reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

ARTICLE V PROTECTION OF RIGHTS

- (a) The Employer shall not take disciplinary action against or discharge any employee or employees for refusing to go through the primary picket line of a Labor Organization, nor shall the exercise of any employee's rights permitted by law be a violation of this Agreement.
- (b) The Michigan Regional Council of Carpenters agrees that in the event the Employer becomes involved in a controversy with another Labor Organization, the Council will do all in its power to help effect a fair settlement.
- (c) Business Representatives shall have access to all jobs at all times where possible.

A Business Representative of the Michigan Regional Council of Carpenters shall have the right to visit the job during working hours to interview the Employer, Steward or workers, but shall not hinder the progress of the work.

ARTICLE VI SAFETY

- (a) There shall be no restriction on the use of safe equipment or power tools furnished by the Employer; however, no employee shall be penalized in any way for refusal to work under conditions with unsafe equipment or power tools until same is corrected.
- (b) No employee shall remove any guard or safety device from power tools, except where he is directed to do so by the Employer or his representative and where another suitable safety device is supplied.

The Employer agrees to furnish welding, burning and protective equipment, and/or all protective clothing. All sawhorses, work benches, ladders, scaffolding, miter boxes and power-driven tools shall be furnished by the Employer.

- (c) Any injured employee reserves the right to be treated by a licensed doctor of his choice, after reporting to the Employer's designated doctor.
- (d) When an employee is injured on the job and is sufficiently incapacitated so as to be unable to continue his work on that day, he will be paid at his regular rate of pay for all time lost that regular work day as a direct result of his injury. It shall be the duty of the Employer to see that he is taken home, to a doctor or hospital, and to see that he is properly cared for. During the employee's absence, the Steward is to be responsible for the proper care of his tools. Any necessary expense or loss of time by the Steward in connection thereof shall be defrayed by the Employer for whom the sick or injured man is working.
- (e) The Employer agrees to replace, in as short a time as possible, any eye glasses and/or dentures that are damaged on the job by accident during the course of employment as covered by Employer's Workers' Compensation Insurance.
- (f) The Employer agrees to provide an ample and safe storage place for all carpenters' tools. A safe storage place means a gang box for tools only or a shanty with lock and key. The Employer also agrees to furnish suitable housing for a lunch room and for keeping carpenters' clothes, a table furnished to eat on, drinking water furnished under sanitary conditions (iced when necessary), and also furnish sanitary drinking cups and provide sanitary toilet facilities on all jobs. On large industrial projects where the construction site is remote from the entrance gate, the Employer will, where necessary, provide transportation for tools of new hires and layoff employees from gate site.
- (g) The Employer shall be responsible for the workers' tools and clothing for loss by fire and/or burglary on the job site when the project is not operating; provided that the employees shall have given the Employer an itemized list of their tools at the time of bringing the tools on the job. Such liability shall be limited to not more than four hundred dollars (\$400) for loss of tools and seventy-five dollars (\$75) for loss of clothing for each employee. Each employee shall be required to furnish the Employer or his agent with an itemized, sworn statement of loss, provided that such articles are locked up in the Employer's shanty or gang box. The Employer agrees to pay for the sharpening of carpenter's tools in use on the job, but it is understood that the method is left to the discretion of the Employer.
- (h) Continue to implement 'Safe2Work' Program as we have been in the past.

- (i) **Drug Testing Program:** The Employer may exercise any rights granted by law to initiate and operate a drug and alcohol screening program for all bargaining unit employees. Furthermore, the Employer agrees the Union is not responsible for ascertaining or monitoring the drug-free and/or alcohol-free status of any employee or applicant for employment.
- (j) Should the Michigan Carpenters' Health Care Fund Trustees agree to support the cost of "Performance-Based Physicals" for carpenters working and/or potential carpenters applying for work in the geography covered by this Agreement, the following clause will be implemented on a "Pilot Basis."

Performance-Based Physicals. The parties agree that efforts will be made to secure a method and means of ensuring that performance-based physicals for employees working under this Agreement will be provided on an annual basis.

ARTICLE VII FOREMAN

- (a) Carpenter Foreman shall be selected by the Employer. Foremen shall not be required to violate any part of this Agreement as a condition of employment.
- (b) There shall be a Carpenter Foreman on all jobs where three (3) carpenters are employed. One (1) Foreman shall be allowed to supervise more than one job, provided his time and transportation expenses between jobs are paid for by the Employer.
- (c) The carpenters shall take orders from no other than their designated Carpenter Foreman, and no Foreman shall be allowed to work with tools while directing more than five (5) carpenters.
- (d) Names of Foremen and Superintendents will be furnished to the Union in writing upon request.

ARTICLE VIII STEWARDS

- (a) In accordance with Union procedure, a Journeyman working Steward shall be selected on all jobs from the Local Union members of the area on the job.
- (b) The Employer agrees that there shall be a Journeyman working 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.
- (c) The Job Steward, who is appointed by the Business Agent, shall call the Foreman's attention to any deviation from this Agreement. If the Foreman and the Steward cannot agree, or if having agreed, action to correct same is not taken by the Foreman, the Steward shall make a report to the Union. The Employer and the Union will then each send a representative to the job to observe conditions and agree on corrective measures to be taken.
- (d) The Employer or his agent agree not to lay off, discharge or transfer a carpenter Steward so acting on any job, except for just cause. The Employer will notify the Union before terminating or transferring a Union Steward.

- (e) The Union will notify the Employer's Representative of the Steward's name when the Steward is appointed by the Business Agent.

ARTICLE IX EQUAL TREATMENT

If the Union shall furnish employees to any Employer in the geographical jurisdiction of this Agreement for the type of work covered by this Agreement, upon any more favorable terms or conditions than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.

ARTICLE X SUBCONTRACTORS

The Employer agrees he will not enter into subcontracts for work covered by this Agreement to be done at the site of construction, building, repair or alteration with any Employer who does not agree to abide by the terms and conditions of this Agreement.

ARTICLE XI HOURS

- (a) All work before 8:00 a.m. or after 4:30 p.m. of a regular workday or before the regular starting time of a shift, or after the closing time of a shift Monday through Friday, and all work on Saturday, shall be paid at time and one-half (1½). All work on Sundays or legal holidays shall be double (2x) time. No overtime work or holiday work shall be allowed without notification of the Business Agent or Representative of the Union. By mutual agreement between the Employer and the Union, the regular and normal working schedule on jobs may be changed to start as early as 7:00 a.m. or work as late as 5:30 p.m. Eight (8) hours shall constitute a regular day's work. There shall be a one-half hour (½) unpaid lunch break to be taken between 11:00 a.m. and 1:00 p.m.

However, in the event inclement weather prevails for two (2) days, Monday through Friday (minimum of four (4) hours lost each day), the make-up day as proposed by the Employer Committee will become operational for that week, subject to written request by the Employer and written approval by the Union. The following clause shall become applicable:

It is understood that forty (40) hours constitutes a regular workweek (5-8s) Sunday midnight through Friday midnight with an inclement weather make-up day on Saturday, to be paid at straight-time rate, understanding anything over eight (8) hours per day is one and one-half (1½) times wages. Employees desiring to work on Saturday must commit their intent no later than noon on Friday. The regular workweek shall be defined as seven (7) consecutive days, midnight to midnight, for payroll purposes only. Hours worked on Saturday, except for inclement weather make-up, shall be paid at time and one-half (1½). Employees shall not be discriminated against whatsoever for not working a make-up day, prior to commitment. Make-up days must be scheduled for a minimum of eight (8) hours, weather permitting.

- (a-1) Four Tens (4-10s) Workweek. A 4-10s workweek must be approved by the Union prior to implementation and must run four (4) consecutive days between Sunday midnight through Friday midnight with an inclement weather make-up day, at the straight-rate rate on Friday.

Anything over ten (10) hours per day is to be paid at time and one-half (1½) rate. Employees desiring to work on Friday as a make-up day at the straight-rate rate must commit their intention no later than noon on Thursday. The Union is to be informed of make-up days worked on Friday. Hours worked on Friday except for inclement weather make-up shall be paid at time and one-half (1½). Employees shall not be discriminated against whatsoever for not working a make-up day, work must be scheduled for Friday. The 4-10 hour workweek must be scheduled to begin on Monday, except in the event of inclement weather or a holiday.

- (a-2) Employees will be permitted a ten (10) minute unorganized break at the workstation, during the second (2nd) or third (3rd) hour of the first four (4) hours of their shift. Employees will be permitted a ten (10) minute unorganized break at the workstation during the second (2nd) four (4) hours of their shift, also. If employees abuse this Section (a)(2), such complaint will be investigated, and if following such investigation, the abuse did occur, the Union will be informed in writing. They will correct said abuse within three (3) days. If the abuse is repeated, Section (a)(2) will become null and void as of that date.
- (b) All employees shall have at least five (5) minutes to clean up, pick up and to put tools away, but shall not leave the job before the end of the shift.
- (c) New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be recognized as legal holidays. Should any of these days fall on Sunday, the following day shall be observed as the legal holiday. No employee shall be allowed to work on Labor Day.
- (d) When working more than one (1) shift, the first (1st) shift shall work the regular workday with a one-half (½) hour unpaid lunch break to be taken between 11:00 a.m. and 1:00 p.m. The second (2nd) and third (3rd) shifts shall work seven (7) hours with one-half (½) hour for lunch and be paid eight (8) hours at fifty cents (50¢) per hour additional pay. Second (2nd) and third (3rd) shifts starting in the afternoon or night previous to a Saturday or legal holiday shall be allowed to complete their regular shift without overtime rate, provided the shift is completed before 8:00 a.m. of said Saturday or legal holiday. Any of the three (3) shifts starting to work on a Saturday will be paid time and one-half (1½), Sunday or legal holiday shall be paid double (2x) time for the entire shift. Any second (2nd) or third (3rd) shift less than three (3) days shall be paid at the double (2x) time rate.
- (e) For remodeling or maintenance work, or for new work where it is not possible to do such work during the regular working hours, started at a time other than the regular daily starting time regardless of the number of days worked or the number of shifts worked, there shall be a premium of seventy-five cents (75¢) per hour in addition to the regular wage scale for the first eight (8) hours work on such shift. For work over eight (8) hours on such shifts, or for work on Saturdays, time and one-half (1 ½) and Sundays or holidays double (2x) time the regular wage rate shall be paid; but no shift premium shall be paid.
- (f) No employee covered by this Agreement shall be allowed to work more than one (1) shift in any twenty-four (24) hour period without the permission of the Union. Overtime shall be distributed as equally as possible without discrimination.
- (g) Employees required to work more than ten (10) hours on any shift may take a one-half (1/2) hour unpaid lunch break at the end of the tenth (10th) hour.

ARTICLE XII
REPORTING TIME

- (a) Any employee reporting for work as notified and not placed to work, weather permitting, shall receive two (2) hours pay for show-up time.
- (b) The determination of "Weather Permitting" shall be mutually agreed upon between the Union Representative (Steward) and Employer Representative.

**ARTICLE XIII
WAGES AND FRINGE BENEFITS**

- (a) **Journeyman - *Saginaw Area*:** Arenac, Bay, Clare, Gladwin, Gratiot, Huron, Iosco, Isabella, Midland, Ogemaw, Saginaw and Tuscola Counties.

WAGE RATES AND FRINGE BENEFIT CONTRIBUTIONS

*Subject to withholding taxes and FICA

COMMERCIAL BUILDING RATES

SAGINAW:

Effective First Full Pay Period On Or After July 17, 2003:

	<u>7/17/03</u>
*Base Rate	\$23.96
*Dues (Increased to 3% effective 10/1/02)	(.72)
*Special Assessment (deduct)	(.20)
*Building Assessment (deduct)	(.10)
Health & Welfare	3.95
Pension	3.25
Annuity	1.53
Apprenticeship	.25
UBC Health & Safety	.02
UBC Apprenticeship & Training	.02
UBC Industry Promotion	.02
CIAP	<u>.11</u>
Total	\$33.11

Note: Dues deduction is based on 2% of Journeyman's Base Rate. The actual per-hour amount of the deduction will be the same for all classifications. See Article XIV, Section (g).

Foreman: The Foreman rate shall be one dollar and fifty cents (\$1.50) above the Journeyman rate.

Apprentice Schedule:	<u>(Yearly)</u>	<u>2003</u>
First (1 st) Year	50%	\$11.98
Second (2 nd) Year	70%	\$16.77
Third (3 rd) Year	75%	\$17.97
Fourth (4 th) Year	85%	\$20.37

Flint Area: Genesee, Lapeer and Shiawassee Counties.

FLINT:

Effective First Full Pay Period On Or After July 17, 2003:

	<u>7/17/03</u>
*Base Rate	\$24.52
*Dues (Increased to 3% effective 10/1/02)	(.74)
*Special Assessment	(.20)
*Building Assessment (deduct)	(.10)
Health & Welfare	3.95
Pension	3.25
Annuity	1.57
Apprenticeship	.25
UBC Health & Safety	.02
UBC Apprenticeship & Training	.02
UBC Industry Promotion	.02
CIAP	<u>.11</u>
Total	\$33.71

| Effective the first full pay period on or after July 17, 2003, there will be a total package increase of \$1.25/per hour with a \$.01/per hour increase in CIAP. The fringe allocation can be seen above.

| Effective the first full pay period on or after July 17, 2004, there will be a total package increase of \$1.10/per hour with a CIAP increase to \$.12/per hour. The fringe allocation will be available at that time.

| Effective the first full pay period on or after July 17, 2005, there will be a total package increase of \$1.15/per hour with an increase of CIAP to \$.13/per hour. The fringe allocation will be available at that time.

Note: Dues deduction is based on 2% of Journeyman's Base Rate. The actual per-hour amount of the deduction will be the same for all classifications. See Article XIV, Section (g).

(b) **Foreman.** The Foreman rate shall be one dollar fifty cents (\$1.50) above the Journeyman rate. There shall be a Carpenter Foreman on all jobs where more than three (3) carpenters are employed.

(c) **Apprentice.** The Apprentice wage rate schedule shall be as follows:

Apprentice Schedule:	<u>(Yearly)</u>	<u>2003</u>
First (1 st) Year	50%	\$12.26
Second (2 nd) Year	70%	\$17.16
Third (3 rd) Year	75%	\$18.39
Fourth (4 th) Year	85%	\$20.84

**ARTICLE XIV
FRINGE BENEFIT FUNDS**

- (a) **Apprenticeship Fund.** The Employer agrees to pay into the Joint Apprenticeship Fund for each hour worked by all employees covered by this Agreement in accordance with the schedule in Article XIII.
- (b) **Health Care and Pension Funds.** The Employer agrees to pay into the Michigan Carpenters' Council Health Care Fund and the Michigan Carpenters' Pension Fund for each hour worked by all employees covered by this Agreement in accordance with the Trust Fund Agreements negotiated between the Michigan Regional Carpenters' Council and the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division.
- (c) **Michigan Regional Council of Carpenters' Annuity Fund.** The Contractors agree to pay the amount specified in Article XIII into the Michigan Regional Council of Carpenters' Annuity Fund for each hour worked by all employees covered by this Agreement in accordance with Article XIII and the Supplemental Agreements. All annuity contributions shall be computed on actual hours worked, without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of said Fund.

The Employers agree to be bound to the Agreement and Declaration of Trust establishing the Carpenters' Annuity Fund and by any present and future amendments thereto, and hereby accept and designate as their representatives to the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided by said Agreement and Declaration of Trust as it may be amended from time to time.

So that the Michigan Chapter AGC, Labor Relations Division (AGC/LRD) may monitor the activities and performance of the Carpenters' Annuity Fund, the AGC/LRD will be furnished on a regular basis with copies of all documents provided to the Fund Trustees, including but not limited to: Trustee meeting agendas; Trustee meeting minutes; Fund accounting and actuarial reports; Investment Manager reports and filings with the Internal Revenue Service, U.S. Department of Labor or other government agencies; reports by Fund legal counsel and the Fund Administrator; all Fund financial reports of any type; and Committee reports and documents. These materials will be mailed, faxed or delivered to the AGC/LRD at the same time they are mailed, faxed or delivered to the Fund Trustees.

- (d) **United Brotherhood of Carpenters' National Health and Safety, Apprenticeship and Training, and Education and Development Funds.** The Employer(s) and the Union recognize the need for quality safety and health training and related services to enable Union workers to remain healthy and productive, and to aid the Employer in meeting its own safety and health goals, as well as those established by government agencies and construction owners. The Employer and Union further recognize the need for quality training for Apprentices and Journey persons to meet the industry's needs for skilled Craft labor. And finally, the Employer and Union recognize the importance of cooperating in jointly and aggressively pursuing new work opportunities utilizing Union members and in formulating new initiatives designed to enhance the competitiveness of Union contractors.

Therefore, in addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of six cents (6¢) per hour worked by all employees covered by this Agreement in accordance with Article XIII and the Supplemental Agreements to the UBC Health and Safety Fund, the UBC National Apprenticeship and Training Fund, and the UBC Labor-Management Education and Development Fund. This six cents (6¢) contribution shall be divided as follows: two cents (2¢) to the Health and Safety Fund, two cents (2¢) to the Apprenticeship and Training Fund, and two cents (2¢) to the Labor-Management Education and Development Fund. Payment to the Funds shall be made on or before the twentieth (20th) day of the month following the month of the work performed, and shall be remitted in accordance with the instructions of the Trustees of the respective Funds.

All Health and Safety, Apprenticeship and Training and Labor-Management Education and Development contributions shall be computed on actual hours worked, without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of each of the Trust Funds referenced above.

The Employer hereby also agrees to be bound by the Trust Indenture Agreements applicable to each of the respective UBC Trust Funds described above.

Upon request, each Employer and/or Union shall receive a copy of each of the Funds' Annual Reports.

(e) **Fringe Benefit Funds.** The Trust Agreements which establish the following Trust Funds, together with any later agreements signed by the Trustees of the respective Funds, shall become a part of this Agreement by reference:

- (1) The Trust Agreement for the Michigan Regional Council of Carpenters' Pension Fund, dated August 6, 1963;
- (2) The Trust Agreement for the Michigan Regional Council of Carpenters' Joint Apprenticeship Training Fund, dated December 1, 1966;
- (3) The Trust Agreement for the Michigan Regional Council of Carpenters' Health Care Fund, dated March 1, 1973;
- (4) The Trust Agreement for the Michigan Regional Council of Carpenters' UBC Health and Safety and Apprentice Funds, dated May 24, 1990;
- (5) The Trust Agreement for the Michigan Regional Council of Carpenters' Annuity Fund, dated June 1, 1995;
- (6) The Trust Agreement for the Michigan Regional Council of Carpenters' UBC Marketing Alliance (Education and Development) Fund, dated June 8, 1998.

The Contractor specifically agrees to be bound by the Trust Agreements establishing the above Trust Funds and any amendments, rules, regulations, or other requirements relating to the Funds adopted by the Trustees of each respective Fund.

- (f) **Construction Industry Advancement Program.** Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program as stated in Article XIII, Wage and Fringe Benefits, the cents per hour for each hour paid by the Employer to his employees pursuant to this Collective Bargaining Agreement. Payments shall be made with such instructions and on such forms as are furnished by the program. Delinquent contributions shall be subject to such penalties or assessments as the Program may prescribe from time to time.

It is agreed by the Employer that the Construction Industry Advancement Program Trust Fund shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels or to subsidize any Contractor or Contractor Association in connection with any work stoppage or strike, nor shall it be used to support any anti-Union activity.

The Program shall comply with all present and future Federal Laws governing the same.

The Union shall have no participation or control of any kind or degree whatsoever, nor shall the Union be connected in any way with the Construction Industry Advancement Program.

- (g) **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.

The Employer shall deduct as working dues 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 uniformly required. Any such authorization by any employee shall contain a provision as required by law for revocation. The percentage rate of dues deduction may be changed at the option of the Union upon referendum vote.

The Union will hold the Company harmless and indemnify them for any loss suffered as a result of the Union dues deduction.

- (h) **Violation of Payments.** The Employer agrees to pay all costs of collection charges resulting from late payments of delinquent contributions, and further agrees to abide by the rules and regulations promulgated by the Trustees of said Funds. If the Employer fails to make fringe benefit contributions in accordance with this Agreement, the Union may take economic action against the Employer, including the withdrawal of manpower to secure compliance with this Agreement, provided it gives written or telegraphic notice forty-eight (48) hours, excluding Saturday, Sunday or holidays, to said Employers and the Association before taking such action.

The deposits will be accompanied by such reports as may be designated by the Trustees of the Funds in accordance with the terms of the Agreement of the Trust, which is incorporated herein by reference. The deposits will be sent to such depository as may be designated by the Trustees.

- (i) **Fringe Benefits Security.** Any Employer who does not have an established satisfactory record of payments into the Fringe Benefit Funds and any Employer who becomes delinquent in the monthly record of Health Care, Pension and/or Apprenticeship payments as determined by the Fund Administrator, or in the payment to the Dues Deduction Program, as determined by the Union based upon the record supplied by the depository, shall be required to post a surety bond or certified check in an amount of \$25,000 payable to the Trustees, to guarantee payment to the Fringe Benefit Funds in accordance with the terms of this Agreement.

Said surety bond or certified check is to be held by in escrow by the Fund Administrator until:

1. Completion of twelve (12) successive months of operation without delinquency; however, the requirement may be reinstated upon any subsequent delinquency.
2. Termination of this Agreement.
3. Completion of such Employer's project, upon the written clearance from the Fund Administrator's office that such Employer has satisfactorily made necessary contribution payments as required by this Agreement.

Upon receipt from the Fund Administrator's office of the monthly eligible reports that such Employer is delinquent in contributions required as set forth in this Agreement, the Fund Administrator shall deduct the delinquency and appropriate penalties from the surety bond or certified check security to apply on said delinquencies.

If after payment of said delinquency there is a balance remaining, said cash balance shall be left on deposit with the Fund Administrator and the Employer shall be required to give an additional surety bond, certified check or cash to bring the security back to the required amount (\$25,000 maximum). Upon request of the Union, individual Employers will furnish proof of their compliance with the provisions of this Article.

If the amounts held as security are to be returned to an Employer in accordance with the foregoing and the Employer cannot be located by the Fund Administrator, any balance remaining after two (2) years shall be forfeited and shall be transferred to and become part of the Joint Apprenticeship Fund, provided that the Joint Apprenticeship Fund shall pay to any such Employer the amount so transferred if, within three (3) years of transfer, a claim is made by the Employer.

- (j) **Delinquent Contractors.** In order to assure compliance by all Employers in making the contributions required by this Article, the Union and the Association will request from the Administrator of the Trust Funds each month a list of Employers who are delinquent in making the required payments. This list will be made available to signatory Contractors and to representatives of the Union in order to encourage compliance with the obligations of this Article.

**ARTICLE XV
COMPENSATION INSURANCE**

- (a) It is agreed that each Employer shall cover all employees with Workers' Compensation Insurance, Social Security and also that he will become and remain a subject Employer under the Michigan Employment Security Act, regardless of the number of employees. The Employers agree to furnish proof of compliance.
- (b) In the event that the Michigan State legislature, during the term of this Agreement, passes a bill amending the Workers' Compensation Act to the extent that it becomes permissible to collective bargaining language concerning workers' compensation, then the parties to this Agreement will attempt to mutually draft an addendum to this Agreement reflecting their intent insofar as workers' compensation is concerned, in accordance with the parameters spelled out in any such amendment to the Act, within sixty (60) to ninety (90) days after such Act has been passed as law.

**ARTICLE XVI
PAYDAY**

- (a) All employees working under this Agreement shall be paid every week in currency or local bank-approved payroll checks approved by the Michigan Regional Council of Carpenters upon which shall be placed a detachable stub with the payroll deductions, name of the company and hours worked. The checks are to be presented on the job or in the shop before 4:30 p.m. or the employees will be allowed sufficient time during the regular working day to go to the shop or office and receive their pay. The payroll week shall be a calendar week, and payday shall not be later than the following Friday.
- (b) Any employee who fails to receive his week's wages on the regular payday, shall immediately notify the Representative of the Council, who shall proceed at once to collect same, waiting time to be paid by the Employer, until wages are received where negligence is proven. Waiting time as provided herein shall not exceed two (2) hours pay computed at the employee's straight-time earnings.
- (c) Any employee failing to report same within seventy-two (72) hours shall forfeit his claim to services of the Michigan Regional Council of Carpenters in collecting said wages.
- (d) Checks may be mailed to the employee provided he first agrees in writing. Electronic funds transfer or paycheck direct deposit may be utilized by the Employers with pay stubs faxed to the job on payday.

**ARTICLE XVII
TERMINATION OF EMPLOYMENT**

- (a) The Employer shall not discharge any employee without just cause. Termination of employment shall be by written notice on slips furnished by the Union. These slips shall be filled out by the Employer in triplicate (3x); one (1) copy going to the employee, one (1) copy going to the Employer and one (1) copy to the Steward and/or Union. Any employee may request an investigation as to his discharge.
- (b) All employees shall be notified one (1) hour prior to being laid off or discharged, and shall be paid in full at the end of the hour.

ARTICLE XVIII

APPRENTICES

In order to maintain a sufficient number of skilled carpenters in the industry covered by this Agreement, the necessity for the employment of Apprentices is recognized. The training and employment of as many Apprentices as is reasonable and practicable shall be encouraged and undertaken by both the Union and the Employers. To further this objective in a meaningful way, when Apprentices are available for employment, the Employer will employ Apprentices in a ratio of one (1) Apprentice for the first three (3) Journeymen and then one (1) to six (6) thereafter, based on total employment (excluding supervision).

It is mutually agreed that the signatory parties hereto will abide by all the rules set down by the Joint Apprenticeship Committee and such rules shall be considered as part of this Agreement.

ARTICLE XIX GRIEVANCE PROCEDURE

- (a) In the event a dispute occurs due to a misunderstanding, misinterpretation and/or violation of this Agreement or any Section thereof, an earnest effort will be made to settle such dispute between the Contractor and/or his representative and the Union. If the dispute cannot be resolved in two (2) working days by this method, either party can then refer the matter to the Joint Grievance Committee as outlined hereafter.
- (b) The Joint Grievance Committee shall be composed of four (4) members, two (2) from the Employers and two (2) from the Union. Following appointment, said Grievance Committee shall meet, elect a Chairman and Secretary, adopt rules of procedure that shall bind the parties concerned and proceed to consider any matters properly before it. The Joint Grievance Committee shall have the powers only to adjust disputes that may arise due to a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof. No Committee member shall be directly involved in the dispute to be resolved by said Committee.
- (c) All complaints based on a misunderstanding, misinterpretation and/or violation of this Agreement or any Section thereof shall be referred to the Joint Grievance Committee in writing, and said Committee shall meet within two (2) working days of receipt of said complaint to consider same. If the Committee, within two (2) working days after such meeting, is unable to decide the matter before it, the members of the Committee shall choose a fifth (5th) member. Should the Committee be unable to agree on the fifth (5th) member within two (2) working days, the Director of the Federal Mediation and Conciliation Service shall be requested to supply a list of five (5) arbitrators from which the Union and the Association shall alternately strike two (2) each, with the remaining one to become the fifth (5th) member. The decision of said Committee shall be determined by a majority of its members and shall be rendered within five (5) days after such a submission. Said decision shall be final and binding upon the parties. Any expense involved in the operation of the Committee shall be borne equally by the parties involved in the dispute.
- (d) No proceedings hereunder based on any dispute, complaint or grievance herein provided shall be recognized unless called to the attention of the Employer and the Union in writing within seven (7) calendar days after the alleged violation was committed.

- (e) Pending final decision on any matter by the Joint Grievance Committee, no action will be taken by either party that will halt or interrupt the orderly conduct of the Employer's business.
- (f) The time limits expressed in this Article may be waived by mutual consent of the parent bodies to this Agreement.
- (g) The arbitrator shall have no authority to add to, modify or detract from the terms of this Agreement.

**ARTICLE XX
EQUAL EMPLOYMENT OPPORTUNITY**

There shall be no discrimination against or preference for any employee or applicants for employment on the basis of race, age, color, creed, sex or national origin.

**ARTICLE XXI
INVALIDITY**

The parties believe that this Agreement is not in any part contrary to the provisions of any municipal, State or Federal law; in the event that it should later be found that a clause, sentence or paragraph of this Agreement is in derogation of the provisions of any municipal, State, or Federal law, then that portion of the Agreement shall give way to the provisions of such law, and if it is necessary to revise such clause, sentence or paragraph, the parties will meet and negotiate same. All provisions of the Agreement not so in derogation, shall continue in full force and effect, without change, until the termination of this Agreement.

**ARTICLE XXII
TERMINATION OF AGREEMENT**

- (a) This Agreement shall be in full force and effect from the **17th day of July, 2003 through the 16th day of July, 2006**. In case either party wishes to change this Agreement, said party shall notify the other party at least sixty (60) days prior to the expiration date of this Agreement; such notice shall be made in writing, and mailed to the last known address of either party. Negotiations for such change or changes shall start as soon as possible after notice is given.
- (b) In the event neither party serves notice as provided in (a) above, this Agreement shall continue in full force and effect for one (1) year periods thereafter, with either party having the right to modify or terminate this Agreement at the end of any such yearly period, by serving a written notice on the other party at least sixty (60) days prior to any subsequent July 16th.

Signed for the Employers by:

Signature on File _____ Date _____
Mr. Don Bovre, AGC/LRD Secretary
Michigan Chapter, Associated General Contractors
of America, Inc., Labor Relations Division
2323 North Larch Street
Lansing, Michigan 48909
(517) 371-1550 Fax (517) 371-1131

Signature on File _____ Date _____
Mr. Walter R. Mabry, Executive Secretary-Treasurer
Michigan Regional Council of Carpenters
3800 Woodward Avenue, Suite 1200
Detroit, Michigan 48201
(313) 832-3887 Fax (313) 832-1578

**MEMORANDUM OF AGREEMENT
MARKET RECOVERY TERMS AND CONDITIONS**

The Michigan Regional Council of Carpenters will consider requests for market recovery rates, terms and conditions on a project basis upon request of a Contractor.

Any market recovery rate agreed upon shall not be subject to the Equal Treatment Clause (Article IX), so long as said market recovery rate is available to all contractors covered by the **2003-2006** Agreement between the Michigan Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division, who requested a market recovery rate for that project.

This Memorandum of Agreement shall be incorporated by reference in the Collective Bargaining Agreement effective **July 17, 2003 to July 16, 2006** between the Union and the AGC/LRD and in any successor Collective Bargaining Agreement, unless otherwise expressly agreed in writing by the Union and the AGC/LRD.

Signed for the Employers by:

____ *Signature on File* _____
Mr. Don Bovre, AGC/LRD Secretary Date
Michigan Chapter, Associated General Contractors
of America, Inc., Labor Relations Division

Signed for the Union by:

____ *Signature on File* _____
Mr. Walter R. Mabry, Executive Secretary-Treasurer Date
Michigan Regional Council of Carpenters

**SUPPLEMENTAL RESIDENTIAL AGREEMENT between the
MICHIGAN CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.
LABOR RELATIONS DIVISION and the
MICHIGAN REGIONAL COUNCIL OF CARPENTERS**

This Agreement covers residential construction, which is herein defined as all work in connection with: construction, alteration, or repair of all residential units such as single dwellings, duplexes, row houses, town houses, walk-up apartments, and related buildings. This Agreement does not cover those housing units constructed of reinforced concrete, and/or steel-framed units normally referred to as "high-rise" and that are normally in excess of four (4) stories in height.

Further, the Employer recognizes the traditional trade jurisdiction in the field of housing of the United Brotherhood and agrees to assign such work only to members of the unit as set forth in this Agreement.

HOURS

Regular day – regular week – forty (40) hours, consisting of five (5) days of eight (8) hours each, Monday through Friday, shall constitute a regular work week.

Overtime and Holidays – All work performed in excess of eight (8) hours per day, Monday through Friday, and all work performed on Saturdays, shall be paid at the rate of time and one-half (1½). Work performed on Sundays and the following Holidays shall be paid a double (2x) time:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day

No employee shall be allowed to work on Labor Day, except to save life or property. Hours may be changed by mutual agreement between the Employer and the Union Representative.

Any employee losing time because of inclement weather may, if requested by the Employer, work (if employee desires) Saturday for straight time for the purpose of getting forty (40) straight-time hours in a week.

WAGES

In each of the Local Unions within the MRCC territory covered by the Michigan Chapter, AGC/LRD, the rate of pay will be seventy-five percent (75%) of the base rate of the current basic Carpenter Commercial Building and Heavy Construction Agreement and all fringes will be identical to the fringes established throughout the area.

Signed for the Employers by:

Signature on File
Mr. Don Bovre, AGC/LRD Secretary
Michigan Chapter, Associated General Contractors
of America, Inc., Labor Relations Division

Date

Signed for the Union by:

Signature on File
Mr. Walter R. Mabry, Executive Secretary-Treasurer
Michigan Regional Council of Carpenters

Date

2003 – 2006 Agreement
CONTRACT TO BE EXECUTED BETWEEN AN
EMPLOYER WHO IS NOT A MEMBER OF THE
SIGNATORY GROUP COVERED BY THIS AGREEMENT
AND
THE MICHIGAN REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

The undersigned Employer has examined the collective bargaining Agreement currently in effect between the Michigan Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the "Union," and the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division, hereinafter referred to as the "Association." The Employer hereby accepts and becomes bound as a party to that Agreement in its entirety, which is incorporated by reference as if set forth fully herein, including to those provisions jointly administered by the Union and Association, and to any amendments to that Agreement adopted by the Association. Further, in performing carpentry work not covered by the foregoing Agreement, the Employer agrees to adopt and be bound by the terms and conditions contained in the most recent Agreement between the Michigan Regional Council of Carpenters in the area where the work is being performed, and Employers who regularly perform work of that nature.

It is also agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Article XXII of the foregoing Agreement shall be notice to the Employer and shall have the same force and effect as though it were presented in writing directly to the Employer. Finally, the Employer agrees that, unless he notifies the Union to the contrary by registered mail at least sixty (60), but not more than ninety (90) days prior to the termination date of the foregoing Agreement, or subsequent Agreements, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding paragraph.

The Employer further agrees that if it has not previously granted such recognition, it will voluntarily recognize the Union as the sole and exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees of the Employer within the bargaining unit covered by the Agreement on all of the Employer's present and future job sites within the Union's jurisdiction, if and when a majority of the Employer's employees in said bargaining unit authorize the Union to represent them in collective bargaining.

The Employer further agrees that any dispute concerning its obligation to recognize the Union as sole and exclusive bargaining agent will be resolved solely under Article XIX, Grievance Procedure.

The Employer expressly waives any right to abrogate or repudiate this Agreement during its effective term, or to seek a National Labor Relations Board election during the term of the Agreement or to condition voluntary recognition on the Union's certification by the National Labor Relations Board following a National Labor Relations Board election.

Employer Name

Address

City

State

Zip Code

Telephone Number

Signature

Date

Name

Title

Employer Federal I.D. Number: _____

Workers' Compensation Number: _____

And Carrier: _____

M.E.S.C. Number: _____

**Michigan Regional Council of Carpenters
United Brotherhood of Carpenters and Joiners of America**

Signature

Date

Name

Title

**MICHIGAN STATE CARPENTERS' COUNCIL
CONSENT AGREEMENT**

The undersigned, representing _____ Construction Company, does hereby accept and agree to be bound by all the terms and conditions of the collective bargaining Agreement between the Michigan Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and the Employer performing any phase of carpenter work in the geographic jurisdiction of said Council (said Collective Bargaining Agreements will be hereinafter referred to as Master Agreements) as said Agreements may be modified, amended or renegotiated from time to time. The Employer also does hereby accept and agree to be bound by all the terms and conditions of the most current Collective Bargaining Agreements of any other Michigan Regional Council of Carpenters within the State of Michigan as shall be in effect in any area where the Employer shall engage in any phase of carpenter work.

This Agreement shall remain in effect from date of signing until the following January 1st, and shall renew itself from year to year thereafter, unless either party shall give notice to the other party in writing not more than ninety (90) days and not less than sixty (60) days prior to January 1st, that it desires to terminate this Agreement.

This Agreement shall not be in effect upon the termination or expiration of the Master Agreements, but shall become effective upon the negotiation of new Master Agreements.

Company Name

Address

City State Zip Code

Telephone Number

Signature Date

Name Title

MRCC Representative Date

Name Title