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AGREEMENT

5/1/2005 - 4/30/10

53 pages



**2005 - 2010
AGREEMENT**

Entered into Between

MICHIGAN CHAPTER

ASSOCIATED GENERAL CONTRACTORS

OF AMERICA, INC.

AND

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

OF THE

UNITED BROTHERHOOD OF CARPENTERS

AND JOINERS OF AMERICA

UPPER PENINSULA



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**AGREEMENT
MICHIGAN REGIONAL COUNCIL OF
CARPENTERS
CARPENTER/MILLWRIGHT LOCAL 1510**

PREAMBLE

THIS AGREEMENT, made and entered into as of **May 1, 2005** by and between the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division, parties of the first part, and the Michigan Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America and its affiliated local Unions, parties of the second part.

**ARTICLE I
JURISDICTION**

This Agreement covers all employees performing carpentry work and all divisions of the Craft engaged in general building and heavy construction coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, it being understood that the claims are subject to trade agreements and final decisions rendered by the National Joint Board for the Settlement of Jurisdictional Disputes as referenced by the procedural rules of the Joint Board.

**ARTICLE II
TERRITORY**

The jurisdiction of the Michigan Regional Council of Carpenters is represented to include the entire fifteen (15) counties of the Upper Peninsula of

Michigan except for that part of Menominee County south of County Road K at Amberg, Wisconsin starting on the west at the Menominee River and ending on the east at the Bay of Green Bay. The Michigan Regional Council of Carpenters shall include that part of Wisconsin of northern Florence and Marinette Counties north of a straight line from the Wisconsin/Michigan border where highways W-139 and M-189 cross the Brule River to a point straight in line with Nathan, Michigan in Menominee County, stopping at the point crossing the Menominee River.

ARTICLE III EQUAL TREATMENT - LESSER CONDITIONS

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 Association shall notify the Union in writing and if not corrected in seven (7) days, the Union agrees that such more favorable terms and conditions shall be extended to the Employers covered by this Agreement.

It is agreed that members of the Union shall not contract or subcontract any work and shall not accept employment for any construction Contractor under any lesser conditions or rates than those contained herein. This particularly is intended to be applicable to personal and weekend work by members of the Union. This shall not prevent any member of the

Union from legitimately entering business as a Contractor, providing he has so recorded himself in writing with the Union and the contractors having been so notified.

In the event any member of the Union violates this section of the Agreement and upon notice to the Union by the Contractor, Union agrees that individually and collectively they will use their best efforts to discourage such violations by discipline within and according to the rules and regulations of the District Council or the bylaws of the respective Union or the International. The Contractor may refuse employment to any members of the Union who violate this "No Contracting" provision. Exceptions to this provision can be made in individual cases by mutual consent in writing.

ARTICLE IV UNION SECURITY

All Journeymen and Apprentices now in the employ of any Employer signatory to or otherwise bound by the terms and provisions of this Agreement who are presently members of the Union shall remain members in good standing during the term of this Agreement. All Journeymen and Apprentices covered by the terms of this Agreement who are herein after employed by the Employer may be required by the Union to become members of the Union after the seventh (7th) day following the commencement of employment or the seventh (7th) day following the effective date of this Agreement, whichever is later, and to remain members of the

Union in good standing during the term of this Agreement.

For the purpose of this provision, membership in good standing in the Union shall be based upon payment to the Union of initiation fees, dues, and uniform assessments, and shall be a condition of continued employment with the Employer. However, an Employer shall not be required to discharge any employee for non-membership in the Union if Union membership was not available to the employee on the same terms and conditions generally applicable to other Union members or if membership was denied to the employee, or terminated, for reasons other than the failure of the employee to tender the initiation fee, dues, and uniform assessments required by the Union as a condition of acquiring and retaining membership in the Union.

The Employer agrees that when an employee desires to become a member of the Union, and the employee has signed a proper authorization card, it will withhold from the employee's wages and turn over to the Union the amount specified as initiation fees and dues. Initiation fees and dues may be paid in installments as agreed upon between the Union and the employee, and will be sent to the Union once a month.

ARTICLE V SEVERAL LIABILITY

It is understood that the Association is acting only as an Agent in the negotiation of this Agreement, and it is agent only for those individuals, partnerships

and corporations who have authorized it so to act and in no event shall it be bound as principal or be held liable in any manner for any breach of this contract by any employee of such contractors. It is further agreed and understood that the liabilities of the Contractors who have authorized the negotiation and execution of this Agreement shall be several and not joint.

ARTICLE VI EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against or preference for employees or applicants for employment on the basis of race, color, creed, sex, age, or national origin. Masculine personal pronouns in this Agreement are used solely as a grammatical convenience and shall include the feminine gender, unless the context indicates otherwise. Similarly, the singular personal pronoun shall include the plural, where appropriate.

ARTICLE VII SUBCONTRACTING

When subcontracting any work covered by this Agreement, the employer agrees to make an honest attempt to sublet said work to firms abiding by the terms and conditions of this agreement.

When situations arise, where the low bidder is not signatory in this agreement, the union, contractor and subcontractor shall meet and attempt to work toward a solution of having the work in question done by a member of the bargaining unit.

ARTICLE VIII 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.

ARTICLE IX HOURS

Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m. with one-half (1/2) hour for lunch, Monday through Friday, inclusive. This shall be known as the regular work week. By mutual agreement between the Employer and Union, starting time and a day's work may be varied one (1) hour either way if all architectural trades and laborers on the payroll of the Employer on the project agree. It is understood that the above referred-to trades are those actually working in conjunction with one another. A straight-time Saturday make-up day may be worked under the eight (8) hour scenario as long as all workers on the Employer's payroll receive the same straight-time rate. When employees are required to work beyond the tenth (10th) hour, they will be given a paid period not to exceed fifteen (15) minutes to eat.

FOUR-TENS (4-10s)

A 4-10s work week (Monday through Thursday)

may be worked under the following terms and conditions unless prohibited by common Construction Agreement (Project Agreement) or prohibited by Federal or State laws:

1. The Employer and Union may agree to a 4-10s work week. It being understood that prior to the implementation of a 4-10s work week, the Union and Employer shall review the circumstances involved on the construction project to determine if a 4-10s work week is practical and feasible. A 4-10s work week shall only be implemented with a full work week commencing on Monday of each week, for a minimum of three (3) consecutive weeks.
2. The starting time shall be established by mutual consent of the Employer and Union. A mid-morning and mid-afternoon staggered, five (5) minute coffee break shall be afforded all employees under the terms of this Article at a location at or near their work station.
3. Friday shall be considered a mandatory make-up day if thirty-four (34) hours or less are worked from Monday through Thursday. A full ten (10) hour work day shall be worked on Friday with all hours in excess of forty (40) hours paid at the rate of time and one-half (1-1/2).
4. Lost time due to inclement weather shall be the only time considered as lost time in determining if a mandatory Friday make-up day shall be worked.

5. Holidays that are observed during the Monday through Thursday work week may be considered as lost time and Friday may be worked as a make-up day. Except for one hour prior to a scheduled 4-10 hour shift or one hour following completion of a scheduled 4-10 hour shift (which shall be paid at time and one-half rate - 1-1/2), all work performed after eleven (11) hours are worked shall be paid at the double time (2x) rate. All other provisions as included in Article IX, "Hours" of this Agreement shall apply to the 4-10s work week.

SHIFTS

It is agreed that when work is necessary beyond the normal day's work and shift work is necessary, the shift hours will be as follows:

The first shift shall work eight (8) hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, for eight (8) hours pay and fringes. There shall be a one-half (1/2) hour lunch period from noon to 12:30 p.m.

The second shift shall work seven and one-half (7-1/2) hours, 4:30 p.m. to 12:30 a.m., Monday through Friday, for eight (8) hours pay and fringes. There shall be a one-half (1/2) hour lunch period from 8:00 p.m. and 8:30 p.m.

The third shift shall work seven (7) hours, 12:30 a.m. to 8:00 a.m., Monday through Friday, for eight (8) hours pay and fringes. There shall be a one-half (1/2) hour lunch period between 3:30 a.m. and 4:00 a.m.

If two (2) shift work is required, and no overtime is involved, the starting times will be according to

the first two (2) shifts of the three (3) shift Agreement. When overtime is involved, the Contractor and Union will mutually agree on a starting time of the first shift to meet job conditions. The second shift will immediately follow the end of the first shift.

When a two (2) shift schedule is necessary in around-the-clock operations, the first shift shall receive eight (8) hours pay at the straight time rate and four (4) hours pay at the appropriate overtime rate. The second shift would receive eight (8) hours pay at the straight-time rate of pay and four and one-half (4-1/2) hours at the appropriate overtime rate.

When shift work is being performed, the work week shall start at 8:00 a.m. on Monday and end at 8:00 a.m. on Saturday.

A minimum of two (2) Carpenters and/or two (2) Millwrights shall constitute a shift. When, for reasons beyond the control of the Contractor, it is impossible to work a crew in the daytime, namely work on occupied stores, hotels, office buildings, banks, and in-plant industrial work, the Employer may be permitted to figure such work at second shift wage rates, provided, however, that he first notifies the Michigan Regional Council of Carpenters Upper Peninsula Local 1510 office.

OVERTIME

All work performed by any of the classifications covered by this Agreement on Sundays or the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and

Christmas Day, or any day designated for the observance of any of the above named holidays, shall be paid at double (2x) the regular rate. There shall be no work on Labor Day, except in special cases of emergency.

Double time shall be paid for all overtime work in excess of ten (10) hours Monday through Saturday. The time and one half (1-1/2) rate shall apply to Saturday work except for make-up days which shall be paid at the straight time rate.

All overtime is to be divided between employees on the job providing they can perform the work required, supervision and Stewards excepted.

Any two (2) hours of work performed before or after the regularly scheduled working hours, Monday through Friday, shall be paid at the time and one-half (1-1/2) rate. Double (2x) time shall be paid for all overtime work in excess of ten (10) hours Monday through Saturday. The time and one-half (1-1/2) rate shall apply to all Saturday work except for make-up days, which shall be paid at straight time rate.

REPORTING PAY

Any workman reporting for work at the regular starting time, and for whom no work is provided, shall receive pay for two (2) hours for so reporting, unless he has been notified not to report before leaving the end of his previous shift, or unless prevented from working for reasons beyond the control of the Employer, including inclement weather or breakdown.

Four (4) hours pay shall be paid if over two (2) hours are worked, six (6) hours pay shall be paid if

over four (4) hours are worked, and a full day's pay shall be paid if six (6) hours are worked. This does not pertain to cases where weather or equipment failure is responsible for the lack of work on inland work or on premium time days. The employee must remain on the job for the hours he is actually paid.

PICK-UP TIME

Five (5) minutes shall be allowed for Journeymen Carpenters and Apprentices at the close of each shift for the picking up and making safe the tools.

ARTICLE X WAGES (CARPENTERS, DRYWALL TAPERS & FINISHERS)

The minimum scale of wages for Carpenters and Floor Layers on various jobs shall be as follows:

Effective first full pay period on or after:

	<u>5-1-2005</u>	<u>8-1-2005</u>
*Base Rate	\$24.44	\$23.82
**Dues Deduction	(0.98)	(0.95)
**Special Assessment	(0.20)	(0.20)
**MRCC Building Fund	(0.10)	(0.10)
Health & Welfare	3.95	4.45
Pension	3.00	3.10
Pension Annuity	1.75	1.75
Apprenticeship	0.25	0.27
UBC Funds	0.06	0.06
UPCC	0.12	0.12
CIAP	<u>0.11</u>	<u>0.11</u>
TOTAL	\$33.68	\$33.68

***Taxable Income**

Note: A re-allocation of fringe benefits will be effective 8/1/2005.

Effective the first full pay period on or after 5/1/2005, a total package increase of \$1.22 per hour has been added to the base rate. The CIAP contribution rate has been increased to \$.11 per hour.

Effective the first full pay period on or after 5/1/2006, there will be a total package increase of \$1.22 per hour – fringe allocation to be determined at a later date; the CIAP contribution rate will increase to \$.12 per hour.

Effective the first full pay period on or after 5/1/2007, there will be a total package increase of \$1.22 per hour – fringe allocation to be determined at a later date; the CIAP contribution rate will increase to \$.13 per hour.

Effective the first full pay period on or after 5/1/2008, there will be a total package increase of \$1.27 per hour – fringe allocation to be determined at a later date.

Effective the first full pay period on or after 5/1/2009, there will be a total package increase of \$1.27 per hour – fringe allocation to be determined at a later date.

***All work performed on "Industrial Construction" shall be paid at forty-five cents (45¢) per hour above the Journeyman's rate. The definition of "Industrial Construction" is all industrial manufacturing and processing plants such as ore plants, paper mills, power houses, foundries, saw**

mills, wood processing plants, or other industrial complexes to be determined on industrial projects or sites where uniform construction agreements (Project Agreement) are utilized or where Maintenance Agreements are used to perform industrial maintenance work.

****** To be deducted from the Base Rate after payroll taxes have been computed and submitted to the Fund Office along with other fringe benefit contributions.

The minimum scale of wages for **Piledrivers** on various jobs shall be as follows:

Effective first full pay period on or after:

	<u>5-1-2005</u>	<u>8-1-2005</u>
*Base Rate	\$24.64	\$24.02
**Dues Deduction	(0.98)	(0.95)
**Special Assessment	(.20)	(0.20)
**MRCC Building Fund	(.10)	(0.10)
Health & Welfare	3.95	4.45
Pension	3.00	3.10
Pension Annuity	1.75	1.75
Apprenticeship	0.25	0.27
UBC Funds	0.06	0.06
UPCC	0.12	0.12
CIAP	<u>0.11</u>	<u>0.11</u>
TOTAL	\$33.88	\$33.88

*Taxable Income

Note: A re-allocation of fringe benefits will be effective 8/1/2005.

Effective the first full pay period on or after 5/1/2005, a total package increase of \$1.22 per hour

has been added to the base rate. The CIAP contribution rate has been increased to \$.11 per hour.

Effective the first full pay period on or after 5/1/2006, there will be a total package increase of \$1.22 per hour – fringe allocation to be determined at a later date; the CIAP contribution rate will increase to \$.12 per hour.

Effective the first full pay period on or after 5/1/2007, there will be a total package increase of \$1.22 per hour – fringe allocation to be determined at a later date; the CIAP contribution rate will increase to \$.13 per hour.

Effective the first full pay period on or after 5/1/2008, there will be a total package increase of \$1.27 per hour – fringe allocation to be determined at a later date.

Effective the first full pay period on or after 5/1/2009, there will be a total package increase of \$1.27 per hour – fringe allocation to be determined at a later date.

*All work performed on “**Industrial Construction**” shall be paid at forty-five cents (45¢) per hour above the Journeyman’s rate. The definition of “**Industrial Construction**” is all industrial manufacturing and processing plants such as ore plants, paper mills, power houses, foundries, saw mills, wood processing plants, or other industrial complexes to be determined on industrial projects or sites where uniform construction agreements (Project Agreement) are utilized or where Maintenance Agreements are used to perform industrial maintenance work.

Carpenters working on waterfront work on the Great Lakes or connecting water navigable to lake carriers shall receive twenty cents (20¢) per hour over the Journeyman's scale.

** To be deducted from the Base Rate after payroll taxes have been computed and submitted to the Fund Office along with other fringe benefit contributions.

FOREMAN AND GENERAL FOREMAN

The Foreman shall be selected by and be the representative of the Employer. When five (5) or more carpenters are employed, one (1) shall act as working Foreman and receive the Foreman's rate of pay. Foreman rate of pay shall be a minimum of one dollar twenty-five cents (\$1.25) per hour above the Journeyman's scale.

When five (5) or more carpenter Foremen per shift are employed on a single project, they shall receive two dollars and fifty cents (\$2.50) per hour above the Journeyman's rate. The General Foreman shall be selected from the Foremen and shall negotiate a rate above the Foreman's rate of pay on a project-to-project basis.

All Foremen and General Foremen shall be duly qualified Journeymen of the craft involved.

DIVERS

Wages of any Diver employed under the jurisdiction of this Union shall be one and one-half (1-1/2) times the regular Journeyman's rate.

If the Diver furnishes all his own equipment, he

shall receive fifty dollars (\$50.00) for each and every day the equipment is used.

Divers shall be guaranteed eight (8) hours pay during any day they get wet making a dive. At all other times, Divers shall receive the same rate as Journeyman Carpenters. Overtime hours while diving shall be paid at one and one-half (1-1/2) times the Divers' rate.

APPRENTICE RATES

Following completion of the eighth period, an Apprentice shall, after passing a Union test, obtain the Journeyman's scale of wages. The Apprentice scale shall be as follows:

First Six months.....	60%	of Journeyman's wages
Second Six months	65%	of Journeyman's wages
Third Six months	70%	of Journeyman's wages
Fourth Six months	75%	of Journeyman's wages
Fifth Six months	80%	of Journeyman's wages
Sixth Six months.....	85%	of Journeyman's wages
Seventh Six months	90%	of Journeyman's wages
Eighth Six months	95%	of Journeyman's wages

If the Apprentice is employed by the same Employer the day before and after the Monday through Friday week of classroom instruction they shall receive up to twenty dollars (\$20.00) per day expense allowance with a signed expense report. The Employer shall be encouraged to give an Apprentice a "reduction in force slip" for the week he/she attends classroom instruction and agrees to rehire said Apprentice after the one (1) week of classroom

instruction is complete, provided work is available.

It is understood that the twenty dollars (\$20.00) per day expense is to cover apprentices only when attending regularly scheduled apprenticeship classes.

The Michigan Carpenters Apprenticeship and Training Program Local No. 1510 will accommodate all reasonable requests in providing training for employees working under this Agreement, who are required to have certification.

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 part of this Agreement.

On jobs employing six (6) or more Carpenters, the sixth (6th) Carpenter shall be an Apprentice when current Apprentices are unemployed and available for work.

**ARTICLE XI
TRUST FUNDS AND UNION DUES
APPRENTICESHIP FUND**

The Employer agrees to pay into the Joint Apprenticeship Fund in accordance with Articles X and XIX of this Agreement for each hour worked by all employees covered by this Agreement.

**HEALTH CARE, PENSION, AND PENSION
ANNUITY FUNDS**

The Employer agrees to pay into the Michigan Carpenter's Health Care Fund and the Michigan Carpenter's Pension Fund for each hour worked by

all employees covered by this Agreement in accordance with the Wage Schedules and in accordance with the Trust Fund Agreements negotiated between the Michigan State Carpenter's Council and the Michigan Chapter Associated General Contractors of America, Inc., Labor Relations Division (AGC/LRD to be added when Trust document is revised).

If the Michigan Regional Carpenter's Council and the Michigan Chapter Associated General Contractors of America, Inc., Labor Relations Division (AGC/LRD) agree to a change in the Employer contributions to the above-named funds, the employee's hourly rate shall be adjusted accordingly.

Pension Annuity. The Employer shall deduct in accordance with Articles X and XIX from the gross taxable weekly wages of each bargaining unit employee, and shall contribute that amount on the employee's behalf to the Michigan Regional Council of Carpenters' Annuity 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 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; any 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.

The Union will defend the Employers, hold them harmless from, and indemnify them for any claim or loss suffered as a result of their compliance with paragraph 1.

UPPER PENINSULA CONSTRUCTION COUNCIL (UPCC)

The Employers party to this Collective Bargaining Agreement shall contribute the amount as indicated in Articles X and XIX, per hour worked under this Agreement on a monthly basis to the UPCC.

The cents-per-hour contribution, to be used pursuant to the Labor-Management Cooperation Act of 1978, shall be paid at the same time and entered on forms furnished to the Employers by the Contract Administrator of Carpenters Fringe Benefit Funds.

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 or voluntarily authorized such deduction in writing, an 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.

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

The Michigan Regional Council of Carpenters shall provide the Michigan Chapter AGC/LRD with written notice thirty (30) days in advance of any revisions to be made on an annual basis.

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 relat-

ed 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. The parties agree to continue attempting to find a solution to deal with employees who resist opportunities to become better trained when training and educational opportunities are made available to them.

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 Articles X and XIX, Wages, 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 & Safety Fund, two cents (2¢) to the Apprenticeship and Training Fund, and two cents (2¢) to the Labor-Management Education and Development Fund.

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.

CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM (CIAP)

Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program the rate specified in Articles X and XIX on actual hours worked by the employees within the bargaining unit. Payments shall be made with such instruction and such forms as are furnished by the Trustees.

It is agreed by the Employer that the Construction Industry Advancement Program shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state, or national levels, 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 whatever, nor shall the Union be connected in any way with the Construction Industry Advancement Program.

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 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 hereby reference. The deposits will be sent to such depository as may be designated by the Trustees.

FRINGE BENEFITS SECURITY

Employers who do not have an established satisfactory record of payments into the Fringe Benefit Funds and Employers who become delinquent in the monthly record of Health Care, Pension, and/or

Apprenticeship payments as determined by the Fund Administrator shall be required to post a certified check in the amount of five-hundred dollars (\$500) per employee covered under the terms and conditions of this Agreement. The check shall be payable to the Trustees to guarantee payment of said enumerated Fringe Benefit Funds that are due in accordance with the terms of 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 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 certified check to bring the security back to the original amount. Upon request of the Union, individual Employers will furnish proof of their compliance with the provisions of this Article.

The amount deposited is to be held 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.

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 thereafter by the Employer.

Non-Compliance. 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 as one of the ways to encourage compliance with the obligations of this Article.

ARTICLE XII COMPENSATION INSURANCE

Each Contractor agrees for himself, individually, that he will carry Workers' Compensation Insurance and file certificates to this effect with the Union upon request. He shall also make contributions for his employees under the Michigan Employment

Security Act, regardless of the number of men employed by him, and upon request shall furnish satisfactory proof to the Union of such contributions.

ARTICLE XIII WORKING CONDITIONS

PAY DAY

Carpenters and Apprentices shall be paid every week. When an Employer fails to pay by the closing of the workday, he shall reimburse the employees one hour of time for collecting the same.

If Employers pay by mail, the check must be mailed in time to arrive at the last known residence address of the employee, within five (5) working days of the day ending the payroll period. This also applies when the Employer pays on the job. This allows for the preparation of payroll records.

If paid by check, the same shall be designated as payroll, and check stub shall show gross pay, net pay, hours worked, Social Security, Federal tax, State tax, overtime and deductions.

LAYOFF

Any workman laid off due to completion of the job or necessary reduction of the working force in the interim between paydays, shall be paid in full at the time of being laid off. If payroll is paid by mail, the postmark shall be no more than three (3) working days after the layoff, otherwise a two (2) hour straight-time payment must be paid to each employee affected as a penalty.

Any employee covered by this Agreement shall be given one (1) hour notice prior to being laid off to get tool clearance and pick up tools and be paid by the Employer.

Contractors working under this Agreement must give each employee, upon request, a copy of the termination slip stating the reason for termination with the final check.

COFFEE BREAK

There will be a mid-morning coffee break not to exceed ten (10) minutes for all employees covered by this Agreement, at a suitable location at or near their work station. The exact time of coffee break shall be determined by the Employer.

CONDITION OF EMPLOYMENT

No member of the Union shall violate, or be required to violate, any part of this Agreement as a condition of employment.

TRANSPORTATION, EXPENSES, AND PARKING

Transportation shall be furnished by the Employer between jobs during a day's work, and such traveling shall be done on the Employer's time. All transportation furnished by an Employer shall be in a covered vehicle.

Carpenters and Apprentices shall be reimbursed for authorized expenses. Such expenses must be substantiated by receipts whenever possible.

Employers must, at all times, provide parking for employees near the projects. If employees are required to pay for parking, they shall be reimbursed by the Employer. Transportation will be provided from the parking area to the project whenever the parking is more than one-quarter (1/4) mile from the project.

TRAVEL AND WATERFRONT WORK

Pay shall start on the boat in waterfront work as defined in this Agreement and continue until the dock is again reached. This applies to daily transportation only.

On waterfront work, employees shall be reimbursed if they travel in excess of the regular eight (8) hour workday. They shall be reimbursed up to a maximum of one (1) hour per day at the regular rate of wages. All reimbursement for travel in excess of one (1) hour shall be equal to the premium rate of wages.

CREW SIZE

It is agreed that the minimum crew on a floating derrick consists of five (5) Piledrivers and a Foreman when performing piledriving work. Welders can and will be counted as members of the crew on piledriving rigs.

One (1) Piledriver and one (1) Foreman will be the minimum crew while clamming from a floating derrick. On cranes larger than twenty (20) tons, free or swing lead rigs shall have at least three (3) Piledrivers and a Foreman. Three (3) Piledrivers and

a Foreman shall be the minimum crew while clamming for foundations for steel pile cells from a floating derrick.

LOCAL EMPLOYMENT

The party of the first part agrees to give the membership of the party of the second part opportunity when hiring Carpenters, Millwrights, and Piledrivers within the District Council holding jurisdiction over the job.

Employers from other areas who come into the territorial jurisdiction of the Michigan Regional Council of Carpenters to perform work can bring up to two (2) employees, excluding non-working supervision above General Foreman, to work in the area covered by this Agreement.

When an Employer anticipates working on a project outside his local area, he shall advise that Local's Business Agent before going to work.

FACILITIES AND SAFETY EQUIPMENT

A. The Employer shall furnish a suitable tool room large enough to accommodate the number of men on the job to be used by employees covered by this Agreement for storing their tools and for shelter in bad weather. This room shall not be used to store material and shall be heated at all times when the temperature is forty (40) degrees Fahrenheit or colder. Same shall be well lighted and secured during non-working hours to help prevent the loss of personal tools and clothing. Millwrights' personal tools shall not be stored in gang boxes.

- B. The Employer shall provide a satisfactory place or quarters and provide suitable heat for the purpose of drying clothes.
- C. The necessary sanitary conveniences, properly secluded, shall be provided for employees on all work.
- D. The Employer shall furnish fresh water and individual drinking cups for the employees throughout the workday.
- E. The Employer shall furnish the following equipment, as required: safety hats, rain gear, rubber boots, goggles and welders, gloves, sleeves and safety pants. These items are to be returned to the Employer upon layoff or discharge. Furnishing of the aforesaid equipment is understood to be for the mutual protection and benefit of the employees and the Employer for the purpose of reducing on-the-job accidents.
- F. When an employee is injured on the job and is sufficiently incapacitated so as to be unable to continue work on that day, the pay will be paid at the regular rate for all time lost that regular day as a direct result of employee injury. If an employee who has a minor injury on the job has to make a visit to the doctor during regular work hours, the employee's pay for the day shall continue as though the employee was actually on the job. It shall be the responsibility of the Steward to see that the employee's tools and personal property are properly cared for.

TOOLS AND EQUIPMENT

All employees shall bring their tools on the job in good condition to start work, after which they must be kept in good condition on the job.

All Carpenter hand tools must be sharpened by Journeyman Carpenters. Employers will pay for tools sent off the job for sharpening.

EXCLUSIONS

The parties signatory to this Agreement agree to exclude all Marine work and Millwright work from this Agreement upon consummation of a Marine and/or Millwright Agreement for the Michigan Regional Council of Carpenters. All Employers signatory to this Agreement will be given a thirty (30) day notice before the effective date of a new "Marine Agreement" and/or "Millwright Agreement."

Any work in progress at the time the Marine and/or Millwright Agreement takes effect shall be completed under the terms and conditions in effect when the bid was awarded.

ARTICLE XIV GENERAL CONDITIONS

The parties to this Agreement further agree to the following provisions:

1. There shall be no quota set or limitation as to the amount of work a man shall perform during his working day.
2. There shall be no restrictions on the use of machinery or tools furnished by the Contractor, provided they are operated by members of the

- craft having jurisdiction over the work involved.
3. Members of the Employer's firm may use such tools as necessary to check on layout and proper dimensions.

ARTICLE XV UNION REPRESENTATIVES

Stewards shall be employed at all times that members covered by this Agreement are employed. (There shall be no work performed without a Steward on the job.) The Steward shall be appointed by the District Council holding jurisdiction. The Steward shall be the last man laid off, as long as he can perform the work capably. Stewards must be certified in CPR and Safety Training prior to serving in that capacity.

Stewards shall not be removed from any job without consulting the Union.

Authorized representatives of the Union shall have access to all jobs under construction; provided, however, they shall report their presence to the Employer or his immediate representatives on the job site and shall not interfere with employees during working hours. Stewards shall be considered as authorized representatives and shall not be restricted from performing their duties.

ARTICLE XVI JURISDICTIONAL PROCEDURE

In the event of a jurisdictional dispute, there shall be no stoppage of work; and the parties will continue to work on the basis of their original assignments while

an earnest effort is made to settle the dispute, first, by joint local action of the Crafts and Employers; and second, in the event the parties are unable to settle the same locally, then they shall submit the dispute to their respective International Unions.

ARTICLE XVII GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. In the event a dispute occurs due to a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof, (excluding Article XI regarding Delinquency) an earnest effort will be made to settle such dispute between the Contractor, and the Union. If the dispute cannot be resolved between the Employer and the Union, then the Labor Relations Director of the Associated General Contractors of America, Inc., Michigan Chapter, shall be notified of such difference of opinion or dispute. If the dispute cannot be resolved in seven (7) working days by this method, either party can then refer the matter to the Joint Grievance Committee as outlined hereafter.

Section 2. The Joint Grievance Committee shall be composed of four (4) members; two (2) from the AGC-LRD and two (2) from the Union. Following appointment said Grievance Committee shall meet, elect a Chairperson and a Secretary, (one (1) union, one (1) management), adopt rules of procedure which will 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 the Agreement or any section thereof. No Committee member shall be directly involved in the dispute to be resolved by said Committee.

Section 3. 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 five (5) working days of receipt of said complaint to consider the same. If the Committee, within five (5) 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) days, the Director of the Federal Mediation and Conciliation Service shall be requested to supply a list of five (5) local arbitrators from which the Union and the Association shall alternately strike two (2) each with the remaining one (1) 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.

Section 4. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized, unless called to the attention of the Employer and the Union in writing within

twelve (12) calendar days after alleged violation was committed.

Section 5. 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.

Section 6. It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over failure or refusal of the Contractor to pay the wage rates, overtime, Health Care, Pension, Industry Advancement Fund, Carpenters' Training Fund, and Vacation, provided, however, that any dispute involving a particular Employee's proper wage classification or eligibility to receive overtime pay shall be subject to the provisions of this Article.

Section 7. The time frame previously referenced may be waived in each instance by mutual consent of the parties. Disputes resolved at any step of the grievance procedure is final and binding upon all parties.

ARTICLE XVIII INVALIDITY

It is the intention of the parties herein to comply with all applicable State and Federal laws, and they believe that each and every part of the Agreement is lawful. All provisions of this Agreement and/or existing Agreements shall be complied with, unless they are found invalid by any competent court or body, such invalid provisions may be renegotiated.

In the event 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 MILLWRIGHTS

Pick-Up Time: Ten (10) minutes shall be allowed for Millwrights at the close of each shift for the picking up and making safe of tools.

Facilities and Safety Equipment: Projects employing ten (10) or more Millwrights shall be provided a separate room for their use only. Such rooms shall be kept clean at all times.

Millwrights' Wages

Effective the first full pay period on or after:

	<u>5-1-2005</u>	<u>8-1-2005</u>
*Base Rate	\$28.35	\$27.73
**Dues Deduction	(1.13)	(1.11)
**Special Assessment	(0.20)	(0.20)
**MRCC Building Fund	(0.10)	(0.10)
Health Care	3.95	4.45
Pension	3.00	3.10
Pension Annuity	1.97	1.97
Apprenticeship	0.25	0.27
UBC Funds	0.06	0.06
UPCC	0.12	0.12
CIAP	<u>0.11</u>	<u>0.11</u>
TOTAL	\$37.81	\$37.81

***Taxable Income**

Note: A re-allocation of fringe benefits will be effective 8/1/2005.

Effective the first full pay period on or after 5/1/2005, a total package increase of \$1.37 per hour has been added to the base rate. The CIAP contribution rate has been increased to \$.11 per hour.

Effective the first full pay period on or after 5/1/2006, there will be a total package increase of \$1.37 per hour – fringe allocation to be determined at a later date; the CIAP contribution rate will increase to \$.12 per hour.

Effective the first full pay period on or after 5/1/2007, there will be a total package increase of \$1.37 per hour – fringe allocation to be determined at a later date; the CIAP contribution rate will increase to \$.13 per hour.

Effective the first full pay period on or after 5/1/2008, there will be a total package increase of \$1.42 per hour – fringe allocation to be determined at a later date.

Effective the first full pay period on or after 5/1/2009, there will be a total package increase of \$1.42 per hour – fringe allocation to be determined at a later date.

*All work performed on "**Industrial Construction**" shall be paid at forty-five cents (45¢) per hour above the Journeyman's rate. The definition of "**Industrial Construction**" is all industrial manufacturing and processing plants, such as ore plants, paper mills, power houses, foundries, saw mills, wood processing plants, or other industrial complexes to be determined on industrial projects or

sites where uniform construction agreements (Project Agreement) are utilized or where Maintenance Agreements are used to perform industrial maintenance work.

******To be deducted from the Base Rate after payroll taxes have been computed and submitted to the Fund Office, along with other fringe benefit contributions.

Foreman and General Foreman

The Foreman shall be selected by and be the representative of the Employer. When two (2) or more Millwrights are employed, one (1) shall act as working Foreman and receive one dollar and twenty-five cents (\$1.25) per hour above the Journeyman's scale.

When five (5) or more Millwright Foreman per shift are employed on a single project, they shall receive two dollars and fifty cents (\$2.50) per hour above the Journeyman's scale. The General Foreman shall be selected from the Foremen and shall negotiate a rate above the Foreman's rate of pay on a project-to-project basis.

All Foremen and General Foremen shall be duly-qualified Journeymen of the craft involved.

ARTICLE XX AMENDMENTS

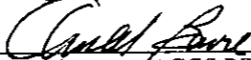
The revised Agreement embodies all amendments to existing agreements and shall hereafter be recognized as the sole Agreement affecting conditions of the employment between the parties signatory hereto.

**ARTICLE XXI
TERMINATION**

This Agreement shall remain in full force and effect from the date first written above through **April 30, 2010** and shall continue in full force from year to year thereafter, unless either party hereto wishes to amend, modify or terminate the Agreement, in which event the other party hereto shall be given a sixty (60) day notice thereof in writing.

In witness whereof, the parties hereto have caused this Agreement to be signed in their names and on behalf by their duly authorized representative as of **May 1, 2005**:

**Michigan Chapter, Associated
General Contractors of America, Inc.
Labor Relations Division
2323 North Larch Street
Lansing, Michigan 48906
Phone: 517-371-1550**



Mr. Don Bovre, Secretary AGC/LRD

**Michigan Regional Council of Carpenters
1219 1st Avenue South
Escanaba, Michigan 49829
Phone: 906-789-1670 - Carpenters Local 1510
Fax: 906-789-1692 - Toll Free: 1-800-248-1134**



Mr. Walter R. Mabry, Secretary-Treasurer

DAVIS-BACON SURVEY

It is understood and agreed by the Employer and the Union that whenever the U.S. Department of Labor mandates that a Federal Davis-Bacon Wage Survey be taken for the state of Michigan, whether it be for the entire state or county by county, the Employer and the Union by this language must participate in the survey. All requests to fully cooperate in the survey shall be honored by both the Employer and the Union. If the Employer is asked by the union to fill out a survey form for any or all of their jobs, the Employer must comply within two (2) weeks of their request. The Union agrees to help the Employer to any extent it can help.

SUPPLEMENTAL RESIDENTIAL AGREEMENT

Between

Michigan Chapter, Associated General Contractors
of America, Inc.

Labor Relations Division

And

Michigan Regional Council of Carpenters of the
United Brotherhood
of Carpenters and Joiners of America AFL-CIO

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 (1-1/2). 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
Fourth of July	Christmas 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.

RESIDENTIAL WAGES

The following are agreed to Residential Wage Rates for the Michigan Regional Council of Carpenters area:

Effective the first full pay period on/or after:

	<u>5-1-2005</u>	<u>8-1-2005</u>
Base Rate	\$18.91	\$18.29
*Dues (deduct)	(0.76)	(0.73)
*Special Assessment	(0.20)	(0.20)
*MRCC Building Fund	(0.10)	(0.10)
Health & Welfare	3.95	4.45
Pension	2.50	2.60
Pension Annuity	0.44	0.44
Apprenticeship	0.25	0.27
UPCC	0.12	0.12
CIAP	<u>0.09</u>	<u>0.09</u>
TOTAL	\$26.26	\$26.26

NOTE: A re-allocation of Fringe Benefits will be effective August 1, 2005.

Effective the first full pay period on or after 5/1/2005, a total package increase of \$1.10 per hour has been added to the base rate. The CIAP contribution rate has been increased to \$.09 per hour.

Effective the first full pay period on or after 5/1/2006, there will be a total package increase of \$1.10 per hour – fringe allocation to be determined at a later date; the CIAP contribution rate will increase to \$.10 per hour.

Effective the first full pay period on or after 5/1/2007, there will be a total package increase of \$1.10 per hour – fringe allocation to be determined at

a later date; the CIAP contribution rate will increase to \$.11 per hour.

Effective the first full pay period on or after 5/1/2008, there will be a total package increase of \$1.15 per hour – fringe allocation to be determined at a later date.

Effective the first full pay period on or after 5/1/2009, there will be a total package increase of \$1.15 per hour – fringe allocation to be determined at a later date.

Residential Helper: The helper shall receive \$6.00 per hour plus Health Care and Special Assessment deduct.

The ratio of Helpers to Journeymen shall be one (1) Journeyman, one (1) Apprentice to two (2) helpers. The helpers shall not exceed the Journeymen and Apprentices by fifty percent (50%).

*To be deducted from the Base Rate after payroll taxes have been computed and submitted to the Fund Office, along with other fringe benefit contributions.

In witness whereof, the parties hereto have caused this Agreement to be signed in their names and on behalf by their duly authorized representative as of **May 1, 2005**:

**Michigan Chapter, Associated
General Contractors of America, Inc.
Labor Relations Division**

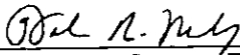
2323 North Larch Street
Lansing, Michigan 48906
Phone: 517-371-1550 Fax: 517-371-1331



Mr. Don Bovre, Secretary AGC/LRD

**Michigan Regional Council of Carpenters
1219 1st Avenue South
Escanaba, Michigan 49829**

Phone: 906-789-1670 – Carpenters Local 1510
Fax: 906-789-1692 Toll Free: 1-800-248-1134



Mr. Walter R. Mabry, Secretary-Treasurer

TRADE AUTONOMY

- A. The trade autonomy of the United Brotherhood of Carpenters and Joiners of America, consists of the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of all materials of wood, plastic, metal, fiber, cork, and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of all machinery, equipment, and all materials used by members of the United Brotherhood.
- B. Our claim of jurisdiction, therefore, includes but is not limited to the following divisions and subdivisions of the trade:

Carpenters and Joiners, Millwrights; Piledrivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timber Workers, and Core-Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Mill and Factory Workers, Wood and Resilient Floor Layers and Finishers; Carpet-Layers, Shinglers, Siders, Insulators; Acoustic and Dry-Wall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers, Furniture Workers, Reed and Rattan Workers, Shingle Weavers; Casket and Coffin Makers; Box Makers, Railroad Carpenters and Car Builders; Show Display and Exhibition Workers; and Lathers, regardless of material used, and

also Public Sector Workers, Health Care Workers and Aerospace Workers; and all those engaged in the operation of wood-working or other machinery required in fashioning, milling, or manufacturing of projects used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting, and installing material on any of the above divisions or sub-divisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the trade; the erection and placement of all materials used in lathing procedures; and all work with and on robotics, included but not limited to: rigging, handling, installing, maintaining, programming, and use of all stationary and/or portable robots, this includes the use of all robots used in any industry, including the nuclear field. When the terms "Carpenter(s)" or "Carpenter(s) and Joiner(s)" are used, it shall mean all divisions and subdivisions of the trade.

**CONTRACT TO BE EXECUTED BETWEEN
AN EMPLOYER WHO IS NOT A MEMBER
OF THE SIGNATORY GROUP COVERED BY
THIS AGREEMENT**

2005 - 2010

The undersigned Employer has examined the Collective Bargaining Agreement currently in effect between the Michigan Regional Council of Carpenters (hereinafter Union); and the Michigan Chapter of the Associated General Contractors of America, Labor Relations Division (hereinafter 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 herein, including to those provisions jointly administered by the Union and Association, and to any amendments to that Agreement adopted by the Union and Association. Further, in performing Carpenter 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 District Council 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 XXI 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) days prior to the termination date of the foregoing Agreement or any subsequent Agreement, 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 sentence.

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 with 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 Employers' 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 XVII, 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 of the Union's certification by the National Labor Relations Board following a National Labor Relations Board election.

FOR THE EMPLOYER:

Company Name _____

Company Address _____

City, State, Zip _____

Authorized Signature _____

Title _____

Signed this _____ day of _____ 20____

Workers' Compensation
& Policy No. _____

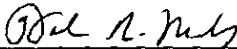
Name of Insurance
Carrier _____

Unemployment
Compensation No. _____

State License No. _____

Federal I.D. No. _____

FOR THE UNION:



Walter R. Mabry, Secretary-Treasurer