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**Title: Labor Relations Division of the Michigan Chapter, Associated General Contractors of America, Inc., and the Southwestern Michigan Contractors Association and Michigan Regional Council of the United Brotherhood of Carpenters and Joiners of America (UBC), AFL-CIO, Locals 100, 525 (2003)**

**K#: 8460**

**Employer Name: Labor Relations Division of the Michigan Chapter, Associated General Contractors of America, Inc., and the Southwestern Michigan Contractors Association**

**Location: MI Southwest**

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

**Local: 100, 525**

**SIC: 1540**

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K 8460  
1,000 members

6/1/03 - 5/31/06  
2003 - 2006

**AGREEMENT**

**Between the**

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA, AFL-CIO**

**and the**

**LABOR RELATIONS DIVISION  
MICHIGAN CHAPTER  
ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, INC.**

**and the**

**SOUTHWESTERN MICHIGAN CONTRACTORS ASSOCIATION**

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## **WITNESSETH**

**Whereas:** The parties hereto desire to stabilize employment in the building and heavy construction industry, and to agree upon rates, wages, conditions, and terms of employment; and,

**Whereas:** The parties hereto are desirous of preventing strikes and lockouts, and facilitating peaceful adjustments of grievances and disputes between the Employer and employees; and,

**Whereas:** The Parties are desirous of providing a rational economic environment in the construction industry for the benefit of the parties of this Agreement, the customer of construction services, and the community as a whole; and,

**Whereas:** The parties are desirous of improving the competitive position of the organized segments in the construction industry.

**It is hereby understood and mutually agreed as follows:**

## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between the Labor Relations Division of the Michigan Chapter, Associated General Contractors of America, Inc., and the Southwestern Michigan Contractors Association, hereinafter referred to as "Associations," for and on behalf of their members and other non-member Employers who may become signatory, hereinafter referred to as "Employer" or "Employers," and the Michigan Regional Council of Carpenters, Local Union No. 100 Grand Rapids/Muskegon and Local Union No. 525 Kalamazoo, Battle Creek, St. Joseph-Benton Harbor, of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and its successors or assignees, hereinafter referred to as the "Union" or "employees."

## **ARTICLE I GEOGRAPHICAL JURISDICTION**

The geographical jurisdiction of this Working Agreement shall cover all of Allegan, Barry, Berrien, Branch, Cass, Calhoun, Eaton (except the Townships of Bellevue, Vermontville, Kalamo and Walton), Hillsdale, Ionia (except the Townships of Orange, Portland, Sebewa, and Danby), Kalamazoo, Kent, Lake, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph, and Van Buren counties.

## **ARTICLE II INTENT AND PURPOSE**

**Section 1. Intention:** It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union in the construction industry for the jurisdiction of the Union, excluding highway and bridge construction work, residential construction, marine and/or land pile driving, millwrighting, and resilient floor installations, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

The parties hereto are desirous of preventing strikes and lockouts and facilitating peaceful adjustment of grievances and disputes between the Employer and the employee.

**Section 2. Employer Representation.** The Union recognizes the Associations as the sole and exclusive Employer Representative for its members for the purpose of collective bargaining within the geographical area coming within the jurisdiction of this Agreement. It is agreed that the Union shall file with the Associations a list of all Employers with whom the Union has Agreements who perform the same type of work. The Associations agree to furnish the District Council with a list of all its members. Both parties agree to update said lists annually, or more frequently if a major change occurs.

**Section 3. Employee Representation.** Each Association (or Employer) hereby recognizes the Union as the sole and exclusive Employee Representative for the purpose of collective bargaining for all of its employees performing work covered under the terms of this Agreement within the jurisdiction of the Union, who are members of any Local Union affiliated with the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and also of such other employees recognized by law as part of the appropriate collective bargaining unit.

## **ARTICLE III EMPLOYMENT**

**Section 1. Union Security.** The Union hereby agrees to furnish at all times any of said Employers duly qualified employees work contracted for by the Employers in the manner and under the conditions specified in this Agreement and which exist within the jurisdiction of said Union. The Employers agree that in the employment of employees to perform the various classifications of labor required by the work covered by this Agreement, they will not discriminate against applicants because of membership or non-membership in the Union. The Local Union, in its referral of applicants to the Employers, agrees it will not discriminate against said applicants because of membership or non-membership in the Union. Each employee shall, as a condition of employment, become and remain a member of the Union for the term of employment, after the seventh (7<sup>th</sup>) calendar day after the beginning of employment by an Employer or Employers in the area covered by this Agreement, or seven (7) days after the date of this Agreement, whichever is the later. Membership in the Union shall be available to each employee on the same conditions which govern membership for other employees. 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.

**Section 2. Employer Security.** The Union further agrees that it will not require the Employers or any Employer to take any action which violates the Labor-Management Relations Act of 1947, as amended, 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 is

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 is 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.

The Employer shall continue to have full and exclusive power and discretion in hiring new employees for their respective jobs.

**Section 3. Equal Treatment.** If the Union shall intentionally enter into an agreement with an Employer within the territorial jurisdiction of any county for the type of work covered in this Agreement upon any more favorable terms or conditions (including wage rates) than those contained herein, and if the Union does not take immediate steps to eliminate the Agreement, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement performing work in that county.

The Union agrees that it will not knowingly allow any of its members to work for any person or Employer on terms and conditions more favorable to such person or Employer than the terms and conditions herein set forth.

#### **ARTICLE IV EQUAL EMPLOYMENT OPPORTUNITY**

The Union and the Employer agree that there will be no discrimination against employees because of race, color, age, sex, creed, or national origin.

#### **ARTICLE V DISASTER RELIEF**

During any officially recognized disaster or emergency which shall have been declared by any legally constituted governmental authority acting to meet a disaster situation, natural or otherwise, the overtime rates and shift rates shall be waived for the duration of services necessitated by work covered by the Agreement.

#### **ARTICLE VI SUBCONTRACTING**

The Employer agrees to make a reasonable effort, when subcontracting carpentry work covered by this Agreement, to subcontract said work to a firm or corporation who will abide by all conditions of this Agreement.

## **ARTICLE VII HOURS**

**Section 1: Regular Day.** Forty (40) hours, consisting of five (5) days of eight (8) hours each, Monday through Friday, shall constitute a regular work week.

The regular and normal working schedule shall consist of eight (8) hours worked each day between the hours of 7:00 a.m. and 5:30 p.m. Employees will be permitted a lunch period of thirty (30) minutes each day between 11:00 a.m. and 1:00 p.m. If the employee is not permitted a thirty (30) minute lunch period, the Employee shall be paid for thirty (30) minutes at the overtime rate and shall be allowed time to eat lunch. Employees shall be allowed a reasonable time before the end of the work day, not to exceed five (5) minutes, within which to pick up tools, provided that no employees shall leave the premises of the Employer prior to the end of said work day.

Employees shall be permitted a ten (10) minute mid-morning break at a time determined by the Employer at or near their work stations.

After twelve (12) hours of continuous employment, a paid one-half (1/2) hour meal break will be provided.

It is understood that forty (40) hours shall constitute a regular work week (5-8s), Sunday midnight through Friday midnight with a make-up day on Saturday, to be paid at the straight-time rate. The regular work week shall be defined as seven (7) consecutive day's midnight to midnight, for payroll purposes only. Hours worked on Saturday except for make up hours shall be paid at time and one-half (1½). Make-up days must be scheduled for a minimum of eight (8) hours, weather permitting. Employees desiring to work on Saturday as a make-up day at the straight-time rate must commit their intent no later than noon on Friday.

**Section 2. Overtime and Holidays.** Time and one-half (1½) shall be paid for all overtime worked before and after the regular working hours on any regular work day and all hours worked on Saturday. Double (2x) time shall be paid for all time worked on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day. No work shall be performed on Labor Day except to save life or property. When any of the above Holidays fall on a Sunday, the following day shall be observed as a Holiday. If employees, at their option, desire not to work on the Friday following Thanksgiving Day, they shall notify their Employer on Tuesday of that week. If the Employer decides that there will be no work on the project Friday following Thanksgiving Day, there will be no obligation to the employee, and the Employer will notify the employees on Tuesday of that week. Employees may refuse to accept any and all overtime, at their option.

**Section 3. Reporting Time.** In the event employees are ordered to report for work on any working day, they shall receive at least two (2) hours work, or shall be paid for at least two (2) hours if not put to work that day, unless work is suspended on that day because of inclement weather, or if the employee does not report to work on time.

**Section 4. Shift Work.** Shift work is defined as one (1) crew following another, but not working simultaneously. Shifts will work as follows: first shift, eight (8) hours work - eight (8) hours wages; second shift, seven and one-half (7½) hours work - eight (8) hours wages; third shift, seven (7) hours work - eight (8) hours wages.



**Section 5. Special Shifts.** Special shifts are permitted to accommodate job conditions. When only one shift works for eight (8) hours within a twenty-four (24) hour period the hours shall be established by the Employer. Employees shall receive pay at the regular rate. Special shifts are subject to approval by the Union. When another trade is employed by the same Employer on the same job and receives shift differential pay, employees subject to this Agreement will be paid in accordance with Section 4.

**Section 6. Doctor Visits.** A maximum of two (2) hours pay per visit will be paid on repetitive trips to the doctor for all on-the-job injuries.

## **ARTICLE VIII WAGES**

### **Section 1. Journeymen and Foreman Wages**

#### **LOCAL UNION #525**

**BATTLE CREEK, BENTON HARBOR & KALAMAZOO AREA:** Berrien, Branch, Cass Calhoun, Eaton (the townships of Bellevue, Kalamo, Vermontville and Walton), Hillsdale, Ionia (except the Townships of Danby, Orange, Portland and Sebawa), Kalamazoo, St. Joseph and Van Buren Counties.

Effective the first full pay period on or after June 1, 2003, there will be a total package increase of \$1.05 per hour. Distribution is shown below:

	<u>2003 Journeyman</u>
* Taxable	\$22.15
*Base Rate	(.66)
*Dues Deduction (3% Increase effective 10/1/02)	(.20)
*Special Assessment	(.10)
*MRCC Bldg. Fund	3.95
Health Care	3.00
Pension	.64
Annuity	.25
Apprenticeship	.02
UBC Health & Safety	.02
UBC Apprenticeship & Training	.02
UBC Labor-Mgmt Ed & Development	.02
GROSS	\$30.05
CIAP	.11
<b>Total</b>	<b>\$30.16</b>

Effective the first full pay period on or after June 1, 2004, there was a total package increase of \$1.05/per hour. The distribution of the fringe allocation will be available at that time.

Effective the first full pay period on or after June 1, 2005, there will be a total package increase of \$1.05/per hour. The distribution of the fringe allocation will be available at that time.

**LOCAL UNION #100:**

**GRAND RAPIDS/MUSKEGON Area: Allegan, Barry, Kent, Lake, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola, and Ottawa Counties.**

Effective the first full pay period on or after June 1, 2003, there will be a total package increase of \$1.05 per hour. Distribution is shown below:

	2003
*Taxable	<u>Journeyman</u>
*Base Rate	\$21.18
*Dues Deduction (3% Increase effective 10/1/02)	(.64)
*Special Assessment	(.30)
Health Care	3.95
Pension	3.00
Annuity	.61
Apprenticeship	.25
UBC Health & Safety	.02
UBC Apprenticeship & Training	.02
UBC Labor-Mgmt Ed & Development	<u>.02</u>
GROSS	\$29.05
CIAP	<u>.11</u>
Total	\$29.16

Effective the first full pay period on or after June 1, 2004, there was a total package increase of \$1.05/per hour. The distribution of the fringe allocation will be available at that time.

Effective the first full pay period on or after June 1, 2005, there will be a total package increase of \$1.05/per hour. The distribution of the fringe allocation will be available at that time.

**CARPENTERS' #100 APPRENTICE WAGE RATES:**

Effective the first full pay period on or after June 1, 2003:

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>
Base	\$10.59	\$12.71	\$15.89	\$18.00
Dues Ded. 3%	**32	**38	**48	**54
Special Assess.	**20	**20	**20	**20
Bldg. Fund	**10	**10	**10	**10
Health Care	3.95	3.95	3.95	3.95
Pension	1.50	1.80	2.25	2.55
Apprenticeship	.25	.25	.25	.25
Annuity	.32	.38	.48	.54
UBC Funds	<u>.06</u>	<u>.06</u>	<u>.06</u>	<u>.06</u>
	\$16.67	\$19.15	\$22.88	\$25.35
CIAP	<u>.11</u>	<u>.11</u>	<u>.11</u>	<u>.11</u>
Total:	\$16.78	\$19.26	\$22.99	\$25.46

**Section 2. Apprentice Schedule.** Apprentices enrolled in the Apprenticeship Program will be paid at the following percentages of the appropriate Journeyman base rate:

Pre-School	40%
1 <sup>st</sup> Year	50%
2 <sup>nd</sup> Year	60%
3 <sup>rd</sup> Year	75%
4 <sup>th</sup> Year	85%

The Employer will be obligated to pay the Apprentice for school attendance upon presentation of a class attendance record signed by the instructor. Pre-School Apprentices shall continue to be paid at the forty percent (40%) rate of Journeyman pay until the next available class starts.

Employer contributions for the Health Care Fund, Apprenticeship Fund, Annuity, UBC Funds, and CIAP will be the same as those for Journeymen Carpenters, as provided for in Article XII. Pension Fund contributions will be calculated at the same percentages as listed above.

**Section 3. Target Job Clause.** Upon request of a signatory Employer, the Local Union in whose jurisdiction the job is located may give approval for variations in the wages, hours, and conditions contained in this Agreement for that particular job. Such approval shall be subject to further approval by the District Council. All Employers signatory to this Agreement are entitled to use the approved variations on that particular job based on their individual request for said variations. All work performed by signatory Employers or their subcontractors under this clause will be performed in accordance with the Union Security Provisions of this Agreement. On all prevailing wage work, whether State, Federal or local, in the counties of Allegan, Barry, Kent, Lake, Mecosta, Montcalm, Newaygo, Osceola, or Ottawa, the contractor must pay the prevailing rate or the appropriate rate in this Agreement, whichever is higher. The contractor may pay the above-mentioned rate for the entire life of that project, or not to exceed eighteen (18) months from the start of construction, with the exception of increases in any fringe benefit fund contributions

**Section 4. Treated Materials.** Employees who perform work on materials treated with creosote, or those which are wet with "Wood Life" material shall receive twenty-five cents (25¢) per hour over the Journeyman scale. This is not to be construed that fresh cuts of lumber which have been treated with "Wood Life," shall be considered as wet materials.

**Section 5. Height Pay.** Employees who perform work on any swing scaffold shall receive fifteen cents (15¢) per hour above the Journeyman's rate. Employees who work on chimneys or towers over thirty (30) feet in height shall receive fifty cents (50¢) per hour above the regular rate.

## **ARTICLE IX PAYDAY**

Each employee shall be paid weekly, during working hours, by means of a payroll check which shall be accompanied by a stub or memorandum indicating the dates of the pay period, total hours worked the gross amount of the check, F.I.C.A. tax, income tax, and other authorized deductions withheld and the net amount of the check. Not more than four (4) days pay shall be held back.

Checks may be mailed to the employee provided he first agrees in writing. Electronic Funds Transfer or pay check direct deposit may be utilized by the Employers with pay stubs faxed or mailed to the job or the employee's residence on payday.

## **ARTICLE X DISCHARGE OR LAYOFF**

When an employee is laid off or discharged, said employee shall be paid in full on the job at the time of such layoff or discharge; and if required by the Employer to go to some other point or to the office of the Employer, the employee shall be paid for the time required to go to such places. When employees quit of their own accord, they shall wait until the regular payday for the wages due them.

In the event of a layoff or discharge, the employee being laid off shall be given thirty (30) minutes notice to allow said employee to pick up their tools before quitting time, and shall receive at the time of layoff, a slip stating the reason(s) for such layoff. Employees must remain on the job until quitting time.

## **ARTICLE XI FOREMEN**

A Carpenter Foreman will be required on all jobs with three (3) employees, including the Foreman. All Foreman will be compensated in accordance with the Foreman's Wage Schedule in Article VIII, Section 1. Effective the first full pay period on or after June 1, 1998, the Foreman rate of pay shall be seven percent (7%) above the Journeyman's classified rate.

## **ARTICLE XII FRINGE BENEFITS**

**Section 1. Apprenticeship Fund.** The Employer agrees to pay into the Michigan Carpenters' Apprenticeship and Training Fund for each hour worked by all employees covered by this Agreement, in accordance with the schedule in Article VIII and in accordance with the Trust Fund Agreement negotiated between the Michigan Regional Council of Carpenters and the Michigan Chapter Associated General Contractors of America, Inc., Labor Relations Division.

**Section 2. Dues Deduction.** The Employer appoints the Contract Administrator of the Fringe Benefit Program as its agent for the receipt of dues deduction authorization. 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 Union will hold the Employers harmless and indemnify them for any loss suffered as a result of the Union dues deduction.

**Section 3. Health Care and Pension Fund.** The Employer agrees to pay into the Michigan Carpenters' Health Care Fund and the Michigan Carpenters' Pension Fund for each hour worked by all employees performing work covered by this Agreement, in accordance with the schedule in Article VIII and in accordance with the Trust Fund Agreements negotiated between the Michigan State Carpenters' and the Michigan Chapter of the Associated General Contractors of America, Inc., Labor Relations Division.

**Section 4. Michigan Regional Council of Carpenters' Annuity Fund.** The Contractors agree to pay three percent (3%) of the gross base rate into the Michigan Regional Council of Carpenters Annuity Fund for each hour worked by all employees covered by this Agreement in accordance with Article VIII, Wages. 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.

**Section 5. 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 the 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 the 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 VIII, Wage and Fringe Benefit Schedule, 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 cent (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 (20<sup>th</sup>) 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 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.

**Section 6. Construction Industry Advancement Program (CIAP).** Each Employer signatory to this Agreement shall pay into the Construction Industry Advancement Program the amount prescribed in Article VIII for each hour worked by the Employer to his employees within the bargaining unit. Payments shall be made with such instructions 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, or to subsidize any Employer or Employers' 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.

**Section 7. Fringe Deposits.** 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 Agreements of Trust which are incorporated herein by reference. The deposits will be sent to such depository as may be designated by the Trustees.

**Section 8. Fringe Adjustments.** If the Michigan Regional Council of Carpenters' and the Michigan Chapter of the Associated General Contractors of America, Inc., Labor Relations Division agree to a change in the Employer contributions to the above mentioned Funds, the employees' hourly rate shall be adjusted accordingly.

**Section 9. Violation of Payments.** The Employer agrees to pay all cost 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 telegraphed notice forty-eight (48) hours, excluding Saturdays, Sundays or Holidays, to said Employer and the Association before taking such action, including the withdrawal of manpower to secure compliance with this Agreement.

**Section 10. Fringe Benefit Security.** Employers who do not have an established satisfactory record of payment into the Fringe Benefit Funds and Employers who become delinquent in the monthly record of Health Care, Pension, Dues Deduction and/or Apprenticeship payments as determined by the Fund Administrator, shall be required to post a certified check payable to the Trustees of guaranteed payment of said enumerated Fringe Benefit Funds that are due in accordance with the terms of this Agreement; said certified check to be held 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; or,
2. Termination of this Agreement; or,

3. Completion of such Employer's project upon written clearance from the Fund Administrator's office that such Employer has satisfactorily made the necessary contribution payments as required by this Agreement; or,

4. 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 years of transfer, a claim is made therefore by the Employer.

**Schedule of Security**

Two (2) employees -	\$1,600	Ten (10) employees -	\$8,000
Four (4) employees -	\$3,200	Twelve (12) employees -	\$9,600
Six (6) employees -	\$4,800	Fourteen (14) employees -	\$11,200
Eight (8) employees -	\$6,400	Fifteen (15) or more employees	\$13,000

Upon receipt from the Fund Administrator's office of the monthly eligibility 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 or cash to bring the security back to the required amount. Upon request of the Union, individual Employers will furnish proof of compliance with the provisions of this Article.

**Section 11. 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 all 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 XIII  
COMPENSATION INSURANCE**

Employers agree individually that they will carry Workers' Compensation Insurance and file certificates to this effect with the Union upon request. The Employer shall also make contributions for all employees under the Michigan Employment Security Act regardless of the number of employees employed; and upon request shall furnish satisfactory proof of such contributions to the Union.

In the event that the Michigan State Legislature, during the term of this Agreement, passes a bill amending 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 XIV APPRENTICESHIP**

It is considered to be the joint obligation of both the Employers and the Union to provide the training for an adequate number of Apprentices. Each Employer employing four (4) or more Journeyman Carpenters shall be obligated to employ and train under the Apprenticeship Committee one (1) Apprentice when available, and one (1) additional Apprentice or Pre-School Apprentice for every additional four (4) Journeymen employed. Uniform apprenticeship standards that have been adopted by both parties shall remain in full force and effect; and any future changes made by the parties' Apprenticeship Committees shall be considered a part of this Agreement. The placement or replacement of Apprentices shall be governed by the Carpenters' Joint Apprenticeship Committee. No Employer will employ more Pre-School Apprentices than Apprentices.

## **ARTICLE XV STEWARDS**

There shall be a Steward appointed by the Union on each job, who shall be appointed from the employees on that job, and who shall be a member of the Local Union where the work is performed. The Steward shall be the Union Representative on such job. In the event of sickness or injury, it shall be the Steward's duty to see that the sick or injured are properly taken care of and their tools looked after during their absences.

A Steward shall be on the job at all times when Carpenters are working, provided that the Steward shall be competent to perform the available work on the job. If the Steward is laid off, discharged or transferred, the Business Representative shall be notified as soon as possible.

The Union will furnish to each Employer the name of the Business Representative, and will furnish the names of the Stewards who are appointed for the respective Employers' jobs upon request of the Employer. Any changes in these lists will be promptly furnished upon request to the Employers.

## **ARTICLE XVI BUSINESS REPRESENTATIVES**

Authorized Business Representatives of the District Council party to this Agreement shall not be prohibited by the Employer from entering on any construction project, either by call or otherwise. Where necessary, the Employer will furnish the Business Representative with a pass to enter upon such job.



## **ARTICLE XVII WORKING CONDITIONS**

**Section 1. Tools.** All employees shall provide themselves with sufficient tools to perform a day's work. All saw horses, work benches and power tools shall be furnished by the Employer. All employees will be required to have their tools in good working condition when reporting to work with the Employer. There shall be no restrictions as to the use of machinery, except that the operation of such machinery shall be done by Journeymen and/or Apprentices according to the Apprenticeship Agreement.

**Section 2. Shelter.** The Employers shall provide a suitable heated shelter capable of being locked for storage of tools and clothing.

**Section 3. Drinking Water.** The Employer shall furnish sanitary drinking water in enclosed carriers, iced when necessary, and shall provide individual cups.

**Section 4. Sanitary Facilities.** The Employer shall furnish and maintain proper sanitary facilities for the employees. Such facilities shall be properly disinfected at least three (3) times a week.

## **ARTICLE XVIII SAFETY**

Employers and employees agree to abide by all rules and regulations of the Michigan Occupational Safety and Health Act. Employees will be subject to discharge for failure to comply. Safety devices provided by the Employer shall not be removed by employees; and where individual safety devices are furnished by the Employers to be worn by the employees, they shall be worn; and the Union will cooperate with the Employers to see that these provisions are enforced.

If an employee becomes injured or suffers a job-related illness and is unable to return to work, such employee will be paid at the regular rate of pay for all time lost that regular day as a direct result of said illness or injury.

The parties to this agreement acknowledge that the Safe2Work Program is a viable program and when mandated by the owners, the Safe2Work Program will be implemented.

## **ARTICLE XIX 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 that the parties are unable to settle the dispute locally, then they shall submit the dispute to the joint board set up under the existing Agreement for the settlement of jurisdictional disputes entered into between the Building and Construction Trades department, AFL-CIO, and the National Association of Employers in the Construction Industry, and the parties agree to operate under and be bound by the terms of said Agreement.

## **ARTICLE XX GRIEVANCE PROCEDURE**

**Section 1.** 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 Employer an/or their representatives 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. **Note: See Section 6 of this Article for exceptions.**

**Section 2.** 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 a Secretary, adopt rules of procedure which shall bind the parties concerned, and proceed to consider any matters properly before it. The Joint Grievance Committee shall have the power 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 two (2) working days of receipt of said complaint to consider the same. If the Committee, within two (2) working days, is unable to decide the matter before it, the members of the Committee shall choose a fifth (5<sup>th</sup>) member. Should the Committee be unable to agree on the fifth (5<sup>th</sup>) member within two (2) 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 be the fifth (5<sup>th</sup>) 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 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 seven (7) calendar days after the 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.** Any violation of rates of pay, overtime, Health Care Fund, Pension Fund, Annuity Fund, UBC Funds, or Apprenticeship and Training Fund payments as set forth in Article VIII of this Agreement, shall not be subject to the grievance procedure, and the Union after forty-eight (48) hours written or telegraphic notice to the Employer and the Association may take economic action against the Employer, including but not limited to the withdrawal of manpower.

**Section 7.** The time limits expressed in this Article may be waived by mutual consent of the parent bodies to this Agreement.

## **ARTICLE XXI INVALIDITY**

The parties believe that this Agreement is not in any part contrary to the provisions of any 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 provision of any State or Federal law, 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 such revision, but 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**

This Agreement shall remain in effect until **May 31, 2006** should either party desire to amend, terminate or modify this Agreement at the termination thereof, such party shall give sixty (60) days written notice to the other party prior to the expiration date of this Agreement. If neither party gives such written notice, the Agreement will continue in effect from year to year until sixty (60) days after either party shall give said notice of a desire to modify or terminate said Agreement. The Agreement then shall be opened for discussion relative to change or changes desired.

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
3800 Woodward Avenue, Suite 1200  
Detroit, Michigan 48201**

**Carpenters' Local Union No. 100 - Grand Rapids/ Muskegon  
Carpenters' Local Union No. 525 - Kalamazoo, Battle Creek & St. Joseph/Benton Harbor**

By: Signature on file  
Ralph R. Mabry  
Executive Secretary-Treasurer

Date

**LABOR RELATIONS DIVISION, MICHIGAN CHAPTER  
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.  
2323 North Larch Street  
Lansing, Michigan 48906**

By: Signature on file  
Bob Fontana  
Director of Labor Relations

Date

**SOUTHWESTERN MICHIGAN CONTRACTORS ASSOCIATION  
PO Box 944  
Benton Harbor, Michigan 49022**

By: Signature on file  
W. Stanley Whitaker  
President

Date

**SUPPLEMENTAL RESIDENTIAL AGREEMENT**  
between the  
**Michigan Chapter, Associated General  
Contractors of America, Inc.**  
the  
**Southwestern Michigan Contractors Association**  
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 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 at 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 purposes of getting forty (40) straight-time hours in a week.

**WAGES**

In each of the Councils or Locals in the territory covered by the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division, 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 fringe benefits will be identical to the fringe benefits established throughout the area.

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS**  
**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**  
3800 Woodward Avenue, Suite 1200  
Detroit, Michigan 48201

**Carpenters' Local Union No. 525 - Kalamazoo, Battle Creek & St. Joseph/Benton Harbor**

**Ralph R. Mabry**  
**Executive Secretary-Treasurer**

**LABOR RELATIONS DIVISION, MICHIGAN CHAPTER  
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.  
2323 North Larch Street  
Lansing, Michigan 48906**

**Bob Fontana**  
**Director of Labor Relations**

**SOUTHWESTERN MICHIGAN CONTRACTORS ASSOCIATION**  
PO Box 944  
Benton Harbor, Michigan 49022

W. Stanley Whitaker \_\_\_\_\_ Date \_\_\_\_\_  
President

## **MICHIGAN REGIONAL COUNCIL OF CARPENTERS CRAFT JURISDICTION**

**Employee Representation.** The Associations recognize the Union as the sole and exclusive Employee Representative for the purpose of collective bargaining in the jurisdiction of this Agreement, and within the scope of its jurisdictional claims.

- A. This Agreement covers all employees performing carpentry work coming under the work jurisdictional claims of the United Brother Hood of Carpenters and Joiners of America, AFL-CIO, as are more specifically set forth hereinafter in subsection (B) of this Article, and by decisions and Agreements of record rendered, affecting the Building Industry, by the National Joint Board for the Settlement of Disputes affecting the Building and Construction Trades Department of the AFL-CIO and various Employers in the building and construction industry. The Employer agrees to assign work in accordance with decisions rendered and agreement, of the National Joint Board, and according to the jurisdictional claims of the Union, when they are not found to be in conflict of said decisions.

In the interest of promoting industrial peace and harmony in the construction industry, the Associations agree to cooperate in the settlement of jurisdictional disputes. It is agreed that both organizations agree to supply necessary information regarding disputes whenever they arise, if available.

- B. The Employer recognizes the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, as to all work that has historically and traditionally been performed by its members and recognizes the trade autonomy of the United Brotherhood, consisting of the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of all materials of wood, plastic, metal, fiber, cork, or 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.

The jurisdiction, therefore extends over the following divisions and sub-divisions of the trade: carpenters and joiners, millwrights, pile drivers, bridge, dock and wharf carpenters, underpinners, timbermen, and core drillers, shipwrights, boat builders, ship hands, star builders, millmen, wood and resilient floor decorators, floor finishers, carpet layers, shinglers, siders, insulators, acoustic and dry wall applicators, shorers and house movers, loggers, lumber and sawmill workers, reed and rattan workers, shingle weavers, casket and coffin makers, railroad carpenters, and car builders, regardless of material used and all those engaged in the operation of woodworking or other machinery required in fashioning, milling or manufacturing of products used in the trade, and the handling, erecting and installing of materials on any of the above divisions or sub-divisions, burning, welding and rigging incidental to the trade. When the term "Carpenter and Joiner" is used it shall mean all the sub-divisions of the trade.

The trade autonomy of the Employees represented by the Union therefore extends over the division and sub-division of the trade which are set forth as follows:

1. The erection of steel sections or its equal. The building and setting of all forms and centers for brick and masonry. The fabrication and erection of all forms for concrete and decking, the dismantling of same (as per International Agreement) when they are to be re-used on the job or stored for re-use. The cutting and handling of all falsework for fireproofing and slabs. Where power is used in the setting or dismantling of forms, all signaling and handling shall be done by carpenters. The setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling, and bracing of these bolts. All framing in connection with the setting of metal columns. The setting of all bulkheads, footing forms, and the setting of, and fabrication of screeds and stakes for concrete and mastic floors where the screed is notched or fitted, or made up of more than one member. The making of forms for concrete blocks, bulkheads, figures, posts, rails, balusters, and ornaments.

The handling of rough material and drywall, the handling of all fixtures, display cases, all furniture such as tables, chairs, desks, coat racks, etc., all demountable or moveable partitions such as: Steel Case, Herman Miller, Haworth, American Seating, Westinghouse, etc. All rebuilding, remodeling and setting up of all kinds of partitions, all finished lumber and plastic trim. All of the above shall be handled from the truck or vehicle delivering same to the job by carpenters.

The building and moving of all scaffolding, runways, and staging where carpenters tools are used. Erection and dismantling of all metal self-supporting scaffolding, runways, over fourteen (14) feet in height, from its beginning, including the laying of mudsills. The building and construction of all hoists and derricks made of wood. The making of mortar boards, boxes and trestles, all shoring, and razing and moving of buildings.

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

The installation of all grounds, furring or stripping, or ceilings, or side walls.

The installation of all exterior or interior trim or finish of wood, aluminum, kalamein, hollow or extruded metal, plastic, doors, transoms, thresholds, and windows. The setting of jambs, bucks, window frames, of wood, metal or other substitute materials of casings, molding, chair rail, wainscoting, china closets, base or mop-board, wardrobes, metal partitions, (as per National Decision of Specific Agreement, etc.). The complete laying out fabricating and erection of stairs. The making and erection of all fixtures, cabinets, shelving, racks, louvers, etc. The mortising and application of all hardware in connection with our work. The assembling and setting of all seats in theaters, halls, churches, schools, grandstands, gyms, auditoriums, and other buildings. (All bowling alley work).



The site manufacture, fabrication and installation of all screens, storm sash, storm doors, and garage doors. The installation of all weather stripping, inside or outside, the fabrication and installation of all weather protection, blinds, the installation of wood, plastic or metal awnings, door shelters, jalousies, etc. The laying of wood, wood block, and wood composition in floors.

The installation of all materials used in dry-wall construction such as: plaster board, all types of asbestos boards, transite, and other composition board. The application of all material which serves as a base for acoustic tile, except plaster. All acoustical applications (per National Agreement or Specific Agreement).

The building and dismantling of all barricades, hand rails, guard rails, partitions, and temporary partitions

Installation of rock wool, cork, and other insulation material used for sound or weather proofing, the removal of, and placing of staff head and brick mold, and all oakum caulking substitutes, etc. and all other caulking in connection with carpenter work.

The installation of all chalk boards.

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

The erection of porcelain panels and siding.

The sharpening of all carpenter hand or power tools, or those used by carpenters.

2. The term "drapery" shall include the handling, fitting, draping, measuring, and installation of all hardware and fixtures for same.

The term "shades and blinds" shall include all manner of making, repairing, measuring, and installation and hanging of necessary hardware required in the installation.

*The term "sink tops and cabinets" shall include all metal trim and covering for same. All cork, linoleum, congo wall, line wall, veos tile, Plexiglas, vinawall tile, composition tile, plastic tile, aluminum tile, and rubber in sheets or tile form, and the application thereof. All bolta-wall and bolta-wall tile and similar products.*

## **WELDER**

Where certification is required, a test shall be made. The fee shall be paid by the Employer.

## **ASBESTOS ABATEMENT CARPENTERS**

All erection and maintenance of barriers and partitions used in the removing of asbestos or any abatement work. All operating and maintaining of current equipment used in any abatement work.

## **FLOOR DECORATORS**

The term "resilient floors" shall mean the laying of cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in, or with paste or glue composition or substitute material.

All terms "carpeting" shall include all measuring, layouts, remaking, cutting, fitting, sewing, sizing, binding, laying, and all installation of same on the job or in the shop. All sewing, binding, serging, repairing of carpets either by hand or by power machines.

The terms "linoleum cutter and stock room men" shall include all cutting of material for job contracts or in the stores sales category, to be cut by lino-cutter, filling of all orders for materials furnished by Contractors for installation of above materials from stock or warehouse.

**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, AFL-CIO**

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, AFL-CIO, hereafter referred to as the "Union," and the Labor Relations Division, Michigan Chapter, Associated General Contractors of America, Inc. and the Southwestern Michigan Contractors Association, hereinafter referred to as the "Associations." 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 Associations, and to any amendments to that Agreement adopted by the Associations. 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 District Council in the area where 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 Associations 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 Associations 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 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 XX, Grievance Procedure. The Employer expressly waives any right to abrogate or repudiate this Agreement during the 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: \_\_\_\_\_

Employer Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer Federal I.D. No.: \_\_\_\_\_

Workers' Compensation No. \_\_\_\_\_

Workers Compensation Carrier: \_\_\_\_\_

M.E.S.C. No.: \_\_\_\_\_

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

MRCC-SW

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS'**  
**CONSENT AGREEMENT**

The undersigned representing \_\_\_\_\_  
Construction Company, does hereby accept and agree to be bound by all 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, AFL-CIO, and the Employer performing any phase of carpenter work in the geographical 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 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 the date of signing until the following January 1<sup>st</sup> 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 the January 1<sup>st</sup>, 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: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

District Council Representative: \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

## **ADDENDUM**

All Labor Agreements between the Michigan Regional Council of Carpenters and the Michigan Chapter Associated General Contractors of America, Inc., Labor Relations Division, shall incorporate the below language effective January 1, 1998. The below language shall supersede all previous language contained in any Agreement in regard to the Dues Deduction Program.

### **DUES DEDUCTION**

The Employer appoints the Contract Administrator of the Carpenters' Fringe Benefits Programs as its agent for the receipt of dues authorization. Receipt of a written authorization by the Administrator shall constitute receipt by each Employer.

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

This Addendum shall become effective January 1, 1998 and renew within the current termination language of each Collective Bargaining Agreement.

Signed this \_\_\_\_\_ day of October, 2003.

\_\_\_\_\_  
*Signature on file*  
Bob Fontana, Secretary  
Secretary/Treasurer Labor Relations Division  
Michigan Chapter AGC

\_\_\_\_\_  
*Signature on file*  
Walter R. Mabry, Executive  
Michigan Regional Council of Carpenters

## CRAFT JURISDICTION

**Employee Representation** The Association recognizes the **Carpenter Union** as sole and exclusive **Employee Representative** for the purpose of collective bargaining in the jurisdiction of this Agreement, and within the scope of its jurisdictional claims.

- (A) This Agreement covers all employees performing carpenter work coming under the work jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America, as are more specifically set forth hereinafter in subsection (B) of this Article and by decisions and agreements of record rendered, affecting the Building Industry, by the National Joint Board for the Settlement of Disputes affecting the Building and Construction Trades Department and various Employers in the Building and Construction Industry. The Employer agrees to assign work in accordance to decisions rendered and Agreement of the National Joint Board and according to the jurisdictional claims of the Union when they are not found to be in conflict of said decisions.

In the interest of promoting industrial peace and harmony in the Construction Industry, the Association agrees to cooperate in the settlement of jurisdictional disputes. It is agreed that both organizations agree to supply necessary information regarding disputes whenever they arise, if available.

- (B) The Employer recognizes the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, as to all work that has historically and traditionally been performed by its members, and recognizes the trade autonomy of the United Brotherhood consisting of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all materials of wood, plastic, metal, fiber, cork, or composition and all other substitute materials, as well as the handling, cleaning, erecting, installing and dismantling of all machinery, equipment and all materials used by members of the United Brotherhood.

The jurisdiction, therefore, extends over the following divisions and subdivisions of the trade: Carpenters and Joiners, Millwrights, Pile Drivers, Bridge, Dock and Wharf Carpenters, Underpinners, Timbermen, and Core-drillers, Shipwrights, Boat Builders, Ship-hand, Stair-Builders, Millmen, Wood and Resilient Floor Decorators, Floor Finishers, Carpet-layers, Shinglers, Siders, Insulators, Acoustic and Drywall Applicators, Shorers and Huse Movers, Loggers, Lumber and Sawmill Workers, Reed and Rattan Workers, Shingle Weavers, Casket and Coffin Makers, Railroad Carpenters and Car Builders, regardless of material used and all those engaged in the operation of woodworking or other machinery required in fashioning, milling or manufacturing of products used in the trade, and the handling, erecting and installing materials on any of the above divisions or subdivisions, burning, welding and rigging incidental to the trade. When the term "Carpenter and Joiner" is used, it shall mean all the subdivisions of the trade. The trade autonomy of the employees represented by the Union therefore extends over the divisions and subdivisions of the trade, which are set forth as follows:

- (a) The framing, erecting and prefabrication of roofs, partitions, floors and other parts of buildings of wood, metal, plastic or other substitutes; application of all metal flashing used for

hips, valleys and chimneys; the erection of Stran Steel section or its equal. The building and setting of all forms and centers for brick and masonry. The fabrication and erection of all forms for concrete and decking, the dismantling of same (as per International Agreement) when they are to be re-used on the job or stored for re-use. The cutting and handling of all falsework for fireproofing and slabs. Where power is used in the setting or dismantling of forms, all signaling and handling shall be done by carpenters. The setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts. All framing in connection with the setting or metal columns. The setting of all bulkheads, footing forms and the setting of and fabrication of, screeds and stakes for concrete and mastic floors where the screed is notched or fitted, or made up of more than one member. The making of forms for concrete block, bulkheads, figures, posts, rails, balusters and ornaments, etc.

(b). The handling and erecting of rough material and drywall, the handling, assembly, setting and leveling of all fixtures, display cases, all furniture such as tables, chairs, desks, coat racks, etc., all de-mountable or moveable partitions such as Von wall, E Wall, Steel Case, Herman Miller, Haworth, American Seating, Westinghouse, Lazy Boy, rosewood, etc. All rebuilding, remodeling and setting up of all kinds of partitions, finished lumber, metal and plastic trim to be erected by Carpenters shall be handled from the truck or vehicle delivering same to the job by Carpenters.

(c). The building and moving of all scaffolding runways and staging where carpenters' tools are used, the building from the ground up of all scaffolds over fourteen (14) feet in height including metal and specially designed scaffolding. The building and construction of all hoists and derricks made of wood; the making of mortar boards, boxes, trestles, all shoring, razing and moving of buildings. Lift type trucks are to be considered a tool of the trade. Metal siding and metal roofing fall within the scope of jurisdiction for the carpenters.

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

(e). The installation of all grounds, furring or stripping, ceilings and sidewalks, application of all types of shingling and siding, etc.

(f). The installation of all interior and exterior trim or finish of wood, aluminum, kalamein, hollow or extruded metal, plastic, doors, transoms, thresholds, mullions and windows. The setting of jambs, bucks, window frames of wood or metal where braces or wedges are used. The installation of all wood, metal or other substitutes of casing, molding, chair rail, wainscoting, china closets, base of mop boards, wardrobes, metal partitions as per National Decisions or specific agreements, etc. The complete laying out, fabrication and erection of stairs. The making and erecting of all fixtures, cabinets, shelving, racks, louvers, etc. The mortising and application of all hardware in connection



with our work. The sanding and refinishing of all wood, cork or composition floors to be sanded or scraped, filled, sized and buffed, either by hand or power machines. The assembling and setting of all seats in theaters, halls, churches, schools, auditorium, grandstands and other buildings. All bowling alley work.

(g). The manufacture, fabrication and installation of all screens, storm sash, storm doors and garage doors; the installation of wood, canvas, plastic or metal awnings or eye shades, door shelters, jalousies, etc. The laying of wood, wood block and wood composition in floors.

(h). The installation of all materials used in drywall construction, such as plasterboard, all types of asbestos boards, transite and other composition board. The application of all material which serves as base for acoustic tile, except plaster. All acoustical applications as per National Agreement or specific agreement.

(i). The building and dismantling of all barricades, hand rails, guard rails, partitions and temporary partitions. The erection and dismantling of all temporary housing on construction projects.

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

(k). The installation of all chalk boards/marker boards.

(l). The operation of all hand operated winches used to raise wooden structures.

(m). The erection of porcelain enameled panels and siding.

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

(o). The handling of doors, metal, wood or composite, partitions and other finished bulk materials used for trim from the point of delivery.

(p). All processing of these materials and handling after processing.

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

(r). The handling and setting of all metal pans and sections from the stock piles of reasonable distance as required by job needs shall be performed by carpenters. The stripping of such metal pans, panels or sections is to be performed by carpenters.

(s). The sharpening of all carpenter hand or power tools, or those used by carpenters.

(t). The layout, fabrication, assembling of and erection and dismantling of all displays made of wood, metal, plastic, composition board or any substitute material; the covering of same with any type of material, the crating and un-crating, the handling from the point of unloading and back to the point of loading of all displays and other materials or components.

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

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

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

(x). Handling, fitting, draping, measuring and installation of fixtures and other hardware for draperies, all manner of making, measuring, repairing, sizing, hanging and installation of necessary fixtures and hardware for shades and Venetian blinds.

(y). Work consisting of cutting and/or forming of all materials in preparation for installing of floors, walls and ceilings; the installation of all resilient floor and base; wall and ceiling materials to include cork, linoleum, prefabricated, laminated, rubber, asphalt, vinyl, metal, plastic, seamless floors and all other similar materials in sheet, interlocking liquid or tile form; the installation of all

artificial turf, the installation, cutting and/or fitting of carpets; installation of padding, matting, linen crash and all preformed resilient floor coverings; the fitting of all devices for the attachment of carpet and other floor, wall and ceiling coverings; track sewing of carpets, drilling of holes for sockets and pins, putting in dowels and slats; and all metal trimmings used; the installation of all underlayments, sealants in preparation of floors, walls and ceilings, the unloading and handling of all materials to be installed and the removal of all materials in preparing floors when contracted for by the employer, shall be done only by employees covered under this Agreement.

(z). The installation of all sink-tops and cabinets, to include all metal trim and covering for same. All cork, linoleum, congo-wall, linewall, veos tile, plexiglass, vinawall tile, composition tile, plastic tile, aluminum tile and rubber in sheets or tile form and the application thereof. All bolta-wall and bolta-wall tile and similar products.

(aa). The handling and placing of all pictures and frames and the assembly of bed frames and accessories. The hanging and placing of all signage.

(bb). The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal, plastics or composition materials; fastening of all wooden, plastic or composition cleats to iron or any other material for accessories.

(cc). The erection of cooling towers and tanks.

(dd). The setting, lining, leveling and bracing of all embedded plates, rails and angles. The setting of all stay in place forms.

(ee). Environmental: Clean room, any type of environmental chamber, walk in refrigerated coolers and all refrigerated rooms or buildings.

## PILE DRIVING AND CAISSON DRILLING

(ff). All unloading, handling, signaling and driving of piles, whether wood, steel, pipe, beam pile, composite, concrete or molded in place, wood and steel sheeting, cofferdam work, trestle work, dock work, floating derricks, caisson work, foundation work, bridge work, whether old or new, crib work, pipe line work and submarine work. Cutting of all wood, steel or concrete pile, whether by machine or hand; welding and cutting, peeling, and heading of all wood pile, steel sheeting and wood sheeting. The erecting and dismantling of all pile driving rigs, also derricks whether on land or water; also the moving, shoring and underpinning of all buildings. The loading and unloading of all derricks, cranes and pile driving materials. The tending, maintenance and operation of all valves pertaining to the operation of driving of pile. All diving and tending essential to the completion of jurisdictional claims.

All work done in the established yards of the Company and all work not enumerated above, shall be handled and manned as the Employer decides. The Union shall be notified in the establishment of all yards.

The pile driver will unload all material shipped in by rail from the point that the rail car is spotted.

All cleaning and preparation of all piling prior to driving.

The welding and attachment of all boot plates, pile points, splice plates, connectors, rock crosses, driving crosses, driving rigs, point reinforcements and overboots.

The construction, reconstruction, repair, alteration, demolition and partial or complete removal of all marine work including, but not limited to, docks, piers, wharves, quays, jetties, cribs, causeways, breakwaters, lighthouses and permanent buoys, etc. (mixing and placing of concrete excepted).

The driving and pulling of all wood, steel and concrete foundation piles and sheet piling.

The heading, pointing, splicing, cutting and welding of all piles.

The placing of all wales, bolts, studs, lagging, rods and washers including the cutting, drilling, boring or breaking of all holes or openings thereof.

The removal of all materials and/or obstructions of any nature (rip-rap included) that retard or interfere with the driving of piles or with the placing of wales, bolts and rods. This is to be

subject to the discretion of the contractor who may choose to use blasting specialists or other demolition specialists.

The handling on the job of all materials used in the work.

The manning of all floating equipment (towing equipment excepted) engaged in the work enumerated, including deck engines, except machinery manned by employees represented by the Operating Engineers Union.

The placing of all rip-rap, fill stone, bedding stone, cover stone and concrete blocks in connection with marine construction. Work normally performed by Employers, such as soil tests, shoring, underpinning of buildings, cribbing, driving of sheet piling, marine divers, tenders, underwater construction workers and similar operations shall continue to be included in the jurisdiction of this Agreement.

All burning, cutting, welding and fabrication of pipe, H-beams, sheet pile (metal or wood), done on the job site or in the yard of the Employer shall be done by pile drivers. The driving of bearing piles, sheet piling with heavy equipment, caissons, pile caps, auger drilling and boring, the setting up for load testing for any type of piling, all layout and spotting for piling, caisson and boring work, all earth retention, ditch boarding, installing tiebacks.

#### ASBESTOS ABATEMENT CARPENTERS

(gg) All erection and maintenance of barriers and partitions used in the removing of asbestos or any abatement work. The abatement of any materials previously installed by the carpenter such as transite, ceiling and floor tiles. All operating and maintaining of current equipment used in any abatement work.

## ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

The parties hereby agree as follows:

1. Effective as of June 1, 1998, the Employer shall deduct three percent (3%) from the gross taxable weekly wages of each bargaining unit employee, and shall contribute that amount on the employees' behalf to the Michigan Regional Council of Carpenters' Annuity Fund, formerly the Carpenters' Annuity Fund - Detroit and Vicinity ( hereinafter "CARPENTERS' Annuity Fund").
2. 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, an 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.
3. 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; 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.
4. 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 of this Addendum.

Signed \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
*Signature on file*  
**Bob Fontana**  
**Secretary Labor Relations Division**  
**Michigan Chapter AGC**

\_\_\_\_\_  
*Signature on file*  
**Walter R. Mabry**  
**Executive Secretary/Treasurer**  
**Michigan Regional Council of Carpenters**

**ADDENDUM TO THE 2003 - 2006**

**AGREEMENT**

**by and between**

**LABOR RELATIONS DIVISION OF THE  
MICHIGAN CHAPTER  
ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, INC.**

**and**

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF NORTH AMERICA, AFL-CIO  
LOCAL UNION NOS. 100 AND 525**

**Scan in the 2003 – 2006 addendum document.**