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1,200 workers

30 pp.

2000-2003

**AGREEMENT**

**between the**

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS  
LANSING/JACKSON/ADRIAN, LOCAL 1004  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA, AFL-CIO**

**and the**

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

*6/1/2000 - 5/31/2003*

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## AGREEMENT

This Agreement, made and entered into by and between the Michigan Chapter, Associated General Contractors of America, Incorporated Labor Relations Division and the Lenawee Contractors' Association, hereinafter referred to as "Association", for and on behalf of its members and other non-member Employers who may become signatory, hereinafter referred to as "Employer" or "Employers", and the Michigan Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, representing Local Union 1004, and its successors or assignees, hereinafter referred to as the "Union" or "Employers". The terms of this Agreement shall continue in full force and effect from June 1, 2000, through May 31, 2003.

It is understood that each Association is acting only as a agent in the negotiation of this Agreement, and that 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 breech of the Agreement by any of the Employers for whom it is acting; or by any employee of such Employers.

It is further agreed and understood that the liabilities of the Employers who have authorized the negotiations and execution of this Agreement shall be several and not joint.

### ARTICLE I GEOGRAPHICAL JURISDICTION

**Lansing Area:** All of Ingham and Clinton Counties; all of Eaton County, except the Townships of Bellevue, Kalamo, Vermontville, and Walton; the Townships of Danby, Orange, Portland and Sebewa in Ionia County; the Townships of Cohoctah, Conway, Handy, Howell, Iosco, and Marion in Livingston County.

**Jackson and Adrian Areas:** All of Jackson and Lenawee 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 work, 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 employees.

**Section 2. Employer Representation.** The Union recognizes the Association as sole and exclusive Employer representation for its members for the purpose of collective bargaining within the geographical area coming within the jurisdiction of this Agreement. It is agreed the Union shall file with the Association a list of all Employers with whom the Union has Agreements who perform the same type of work, the Association agrees to furnish the Regional Council with a list of all members having authorized the Association to bargain in their behalf. Employers and both parties agree to update said list quarterly, 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.

**Section 4. Pile Driving.** All burning, welding, and fabrication of pipe, shell, H beams, and sheet pile done on the job site or in the yard of the Employer shall be done by pile drivers, except that done at the manufacturing source.

Three (3) pile drivers and a foreman shall constitute a crew. A steady welder shall be in addition to the crew. When two or more rigs are working on a job site and the Union is able to furnish apprentices, an apprentice shall be employed.

**Section 5. Welding Certification.** Where welding certification is required for an employee covered by this Agreement, a test shall be made. If the test is passed, the fee shall be paid by the Employer. If the test is failed, the fee shall be paid by the employee.

**Section 6. Equal Treatment.** If the Union shall furnish employees to any Employer in any county in the geographical jurisdiction of this Agreement for the type of work covered by this Agreement upon any more favorable terms and conditions than those contained herein, the Union agrees such favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement in that county.

**Section 7. Pre-Job Conferences.** When requested by the Union, the Employer agrees to hold a pre-job conference to discuss carpentry work to be performed on said job and consider job assignments, following established agreements and decisions rendered affecting the building industry by the National Joint Board for Settlement of Jurisdictional Disputes.

**Section 8.** 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.

## **ARTICLE III EMPLOYMENT**

**Section 1. Union Security.** The Local Union shall be given opportunity to furnish competent workmen upon notification to the Union of the number of employees needed. The Employers agree that in the employment of workmen to perform the various classifications of labor required in the work under 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 Employer, agrees it will not discriminate against said applicants because of membership or non-membership in the Union. Each employee shall, as condition of employment thereafter, become and remain a member of the Union in good standing by tendering his initiation fee and periodic dues for the term of his employment on and after the seventh (7th) calendar day, beginning with the first (1st) day of his employment, or on and after the seventh (7th) calendar day following the effective 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. Any Employer performing work in the area of this Council will employ a majority of Local Union carpenters, if available.

**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 Relations Act of 1947 and the Labor-Management Act of 1959 as the same exist 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 he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable ground 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.

## **ARTICLE IV EQUAL EMPLOYMENT OPPORTUNITY**

There shall be no discrimination against or preference for employees or applicants for employment on the basis of race, color, creed, national origin, or sex. The Employer agrees that no reference to age will be made when requesting employees.

## **ARTICLE V DISASTER RELIEF**

During any officially recognized disaster or emergency, which shall have been declared by any legally constituted government 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 employees covered by this Agreement. The emergency shall terminate at such time as designated by the legally constituted authority that instituted the "emergency disaster".

## **ARTICLE VI SUB-CONTRACTING**

Employers party to this Agreement agree that they will not enter into a contract or sub-contract for work covered by this Agreement to be done at the site of construction, building, repair, or alteration, with any other Employer unless such Employer agrees to pay wages, other economic benefits, and standards not less than those as contained in this Agreement.

## **ARTICLE VII HOURS**

**Section 1. Regular Day.** Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. By mutual agreement between the Employer and Union, the regular and normal working schedule on jobs may be changed to start as early as 7:00 a.m. or work as late as 5:30 p.m. Employees shall be allowed a lunch period of at least thirty (30) minutes each day after the first four (4) hours of their shift. If the employee is requested to work continuously through this period, he shall be paid for this lunch period at the rate of time and one half (1½) and shall be granted an unpaid lunch period of at least thirty (30) minutes at another time. Employees shall be allowed five (5) minutes before the luncheon period to clean up and pick up, and they shall be allowed five (5) minutes before quitting time to pick up personal tools, provided that no employee shall leave the premises of the Employer prior to the end of said work day. Employees will be permitted a ten (10) minute break during the second or third hour of the first four (4) hours of their shift. Employees will be permitted a ten (10) minute break at their work station during the second four (4) hours of their shift. It is understood there will not be an organized work break during the second four (4) hours of any shift on any project.

**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 for all time worked on Saturdays. Double (2) time shall be paid for all time worked on Sundays, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, 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 an employee at his option desires not to work on the Friday following Thanksgiving Day, he shall notify his Employer on Tuesday of that week. If the Employer decides that there will be no work on the project on Friday following Thanksgiving Day, there will be no obligation to the employee, and he will notify the employees on Tuesday of the week. An employee may refuse to accept any and all overtime, at this option.

**Section 3. Reporting Time.** When employees are ordered to report for work on any working day, they shall receive at least two (2) hours pay if they are 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, or is prevented from working because of any work cessation caused by any labor dispute or acts of God. If an employee reports for work at the regular starting time and is put to work, he shall receive at least four (4) hours pay, weather permitting, provided the employee remains on the job for four (4) hours, if requested. If employees are requested to wait, in case of inclement weather, they will be compensated for the time spent waiting, regardless of whether they are permitted to work after waiting the requested length of time. If a man stops work on his own volition, he shall be paid only for actual hours worked. An employee shall receive eight (8) hours pay for the day he is to be laid off, subject to the provisions in this section, on and after the second day of employment, except if the lay-off is for theft or intoxication.

**Section 4. Shift Work.** Shift work is defined as one crew following another, but not working simultaneously. Shifts will work as follows: first shift, eight (8) hours work - eight (8) hours pay; second shift - seven and one half ( $7\frac{1}{2}$ ) hours work - eight (8) hours pay; third shift, seven (7) hours work - eight (8) hours pay.

**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.

**Section 6. Ten (10) Hour Day Alternate Schedule.** Upon approval of the Regional Council, the Employer may work for four (4) ten (10) hour days, Monday through Thursday, at straight time beginning at 8:00 a.m. This starting time may be varied by the Employer by no more than one (1) hour except by mutual consent. If the job is delayed due to inclement weather, a make-up day on Friday, may be scheduled by the Employer for completion of the forty (40) hour week. Make-up work scheduled for Friday shall not be less than eight (8) hours. Employees desiring to work on Friday as a make-up day must commit their intent no later than noon on Thursday. The Regional Council is to be informed of make-up days worked on Fridays. Hours worked on Friday, except for inclement weather make-up, shall be paid at time and one half ( $1\frac{1}{2}$ ). Employees shall not be discriminated against whatsoever for not working a make-up day, prior to commitment. Time and one half ( $1\frac{1}{2}$ ) shall be paid for all hours worked over ten (10) in one day, forty (40) in a week.

## ARTICLE VIII

### WAGES

#### **Section 1. Journeyman Wages**

**Lansing Area:** All of Ingham and Clinton Counties; all of Eaton County, except the Townships of Bellevue, Walton, Kalamo, and Vermontville, the Townships of Orange, Portland, Sebewa and Danby in Ionia County, the Townships of Conway, Cohoctah, Handy, Howell, Isco, and Marion in Livingston County.

#### **Effective First Full Pay Period On or After:**

	6/1/2000	6/1/2001	6/1/2002
Base Rate	\$22.97	\$23.82	\$24.67
Dues Deduction	(.46)	(.48)	(.49)
Special Assessment	(.20)	(.20)	(.20)
Health Care	2.30	2.30	2.30
Pension	2.60	2.60	2.60
Apprenticeship	.25	.25	.25
Annuity	\$1.19	1.69	2.19
UBC Apprenticeship	.02	.02	.02
UBC Health & Safety	.02	.02	.02
UBC Industry Promotion	<u>.02</u>	<u>.02</u>	<u>.02</u>
Gross	29.37	30.72	32.07
CIAP	<u>.10</u>	<u>.10</u>	<u>.10</u>
<b>Total</b>	<b>\$29.47</b>	<b>\$30.82</b>	<b>\$32.17</b>

**Jackson and Adrian Area:** Jackson and Lenawee Counties

#### **Effective First Full Pay Period On or After:**

	6/1/2000	6/1/2001	6/1/2002
Base Rate	\$22.17	\$23.02	\$23.87
Dues Deduction	(.44)	(.46)	(.48)
Special Assessment	(.20)	(.20)	(.20)
Health Care	2.30	2.30	2.30
Pension	2.60	2.60	2.60
Apprenticeship	.25	.25	.25
Annuity	1.19	1.69	2.19
UBC Apprenticeship	.02	.02	.02
UBC Health & Safety	.02	.02	.02
UBC Industry Promotion	<u>.02</u>	<u>.02</u>	<u>.02</u>
Gross	28.57	29.92	31.27
CIAP	<u>.10</u>	<u>.10</u>	<u>.10</u>
<b>Total</b>	<b>\$28.67</b>	<b>\$30.02</b>	<b>\$31.37</b>

**Section 2. Foreman Wages.** Carpenter foreman shall be paid one dollar fifty (\$1.50) per hour above journeyman rate.

All Carpenters shall work under the supervision of a Carpenter Foreman, however, a Foreman shall be allowed to supervise more than one job, provided his time and transportation expenses are paid for by the Employer. In the Lansing area, the names of Foreman and Supervisors will be furnished to the Union upon request. The Foreman shall not work with tools, other than those required for all layout work, when supervising more than eight Carpenters. The Carpenters shall receive all work assignments from his designated Foreman.

The foreman shall be selected by and be the representative of the Employer. He shall not be required to violate any part of this Agreement as a condition of employment.

**Section 3. Apprentice Wages.** All apprentices enrolled in the Apprenticeship Program will be paid at the following percentages of the appropriate base rate for journeyman.

1st Year.	60%
2nd Year	70%
3rd Year.	80%
4th 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.

Fringe Benefit Fund contributions and deductions will be the same as those for journeyman carpenters as provided for in Article IX.

**Section 4.** If the Employer fails to pay wages and benefits 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, and holidays, to said Employer and the Association before taking such action, including the withdrawal of manpower to secure compliance with this Agreement. The Employer will be responsible for losses incurred by the employees as a result of such action.

## **ARTICLE IX FRINGE BENEFIT FUNDS**

**Section 1. Apprenticeship Fund.** The Employer agrees to pay into the Joint Apprenticeship Fund for each hour worked by all employees covered by this Agreement in accordance with the schedule in Article VIII.

**Section 2. Dues Deduction.** The Employer appoints the Contract Administrator of the Carpenters' Fringe Benefits Program as its agent for the receipt of dues deduction authorizations. Receipt of a written authorization by the Administrator shall constitute receipt by each Employer.

The Employer shall deduct as working dues from the wages of each employee who has individually and voluntarily authorized such deduction in writing the amount certified by the Union to be the working dues uniformly required. Any such authorization by any employee shall contain a provision as required by law for revocation.

The Union will hold the company harmless and indemnify them for any loss suffered as a result of the Union representation.

**Section 3. Health Care and Pension Fund. Section 3. Health Care and Pension Fund.** The Employer agrees to pay into the Michigan Carpenter's Council 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 trust fund agreements negotiated between the Michigan Regional Carpenter's Council and the Michigan Chapter Associated General Contractors of America, Inc., Labor Relations Division.

**Section 4. Michigan Regional Council of Carpenters' Annuity Fund.** The Michigan Regional Council of Carpenters' and the Michigan Chapter, 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.

The Contractors agree to pay the amount specified in Article IX into the Michigan Regional Council of Carpenters Annuity Fund for each hour worked by all employees covered by this Agreement in accordance with Article IX and XXII. All annuity contributions shall be computed on actual hours worked, without regard to whether the employee was working on straight-time or overtime. These contributions shall be deposited each month or at such other regular intervals as may be determined by the Trustees of said Fund

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

So that the Michigan Chapter AGC, Labor Relations Division (AGC/LRD) may monitor the activities and performance of the Carpenters Annuity Fund, the AGC/LRD will be furnished on a regular basis with copies of all documents provided to the Fund Trustees, including but not limited to: Trustee Meeting Agendas; Trustee Meeting Minutes; Fund Accounting and Actuarial Reports; Investment Manager Reports; and filings with the Internal Revenue Service; U.S. Department of Labor or other government agencies; reports by Fund legal counsel and Fund administrator; all Fund financial reports of any type; and Committee report 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.

**Section 5. United Brotherhood of Carpenters' National Health & Safety, Apprenticeship & Training, and Education & 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 (\$0.06) cents per hour worked by all employees covered by this Agreement in accordance with Article IX and XXII to the UBC Health & Safety Fund, the UBC National Apprenticeship & Training Fund, and the UBC Labor-Management Education & Development Fund. This six (\$0.06) cents contribution shall be divided as follows: two (\$0.02) cents to the Health & Safety Fund, two (\$0.02) cents to the Apprenticeship & Training Fund, and two (\$0.02) cents to the Labor-Management Education & Development Fund. Payment to the Funds shall be made on or before the twentieth (20th) day of the month following the month of the work performed and shall be remitted in accordance with the instructions of the Trustees of the respective Funds.

All Health & Safety, Apprenticeship & Training, and Labor-Management Education & 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.

**Section 6. Construction Industry Advancement Program.** Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program Trust Fund ten cents (\$.10) per hour for each hour paid by the Employer to his Employees within the bargaining unit. Payment shall be made with such instructions and on such forms as are furnished by the Trustees. Delinquent contributions shall be subject to such penalties or assessments as the Trustees may prescribe from time to time. Employers who fail to pay the Industry Advancement Program, the amount described in this paragraph, shall pay the same amount to the Joint Apprenticeship Training Committee in addition to the required Employer contribution rate.

It is agreed by the Employer that the Construction Industry Advancement Program Trust Fund shall not be used for lobbying in support of anti-labor legislation of any kind at

municipal, state, or national levels, or to subsidize any contractor or contractor association in connection with any work stoppage or strike, nor shall it be used to support any anti-union activity.

The Trustees of said 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 whatever with the Construction Industry Advancement Program.

**Section 7. Violation of Payments.** The Employer agrees to pay all cost of collection charges resulting from late payment 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. The Employer will be responsible for losses incurred by the employee as a result of 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 Trust which is incorporated herein by reference. The deposits will be sent to such depository as may be designated by the Trustees.

**Section 8. Fringe Benefit 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, or Apprenticeship payments as determined by the Fund administrator shall be required to post a certified check to the Trustees to guarantee payment of said enumerated Fringe Benefit Funds that are due in accordance with the terms of this Agreement, and may be required to make weekly fringe benefit payments.

Employers who employ:

2 employees or less	\$ 4,800.00
3 or 4 employees	\$ 9,600.00
5 or 6 employees	\$12,000.00
7 or 8 employees	\$14,400.00
9 or 10 employees	\$16,800.00
11 or 12 employees	\$18,000.00
13 or 14 employees	\$19,800.00
Over 14 employees	\$21,600.00

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.
2. Termination of this Agreement.

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

Upon receipt from the Fund Administrator's office of the monthly 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 additional certified check or cash 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.

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 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.

**Section 9. Delinquent Contractors.** In order to assure compliance by all Employers in making the contributions required by this Article, the Union and the Association will request from the Administrator of the Trust Funds each month a list of Employers who are delinquent in making the required payments. This list will be made available to signatory contractors and to representatives of the Union in order to encourage compliance with the obligations of this Article.

**Section 10. United Brotherhood of Carpenters' National Health & Safety, Apprenticeship & Training and Education & Development Funds.** The Trust Agreements which establish the following Trust Funds, together with any later agreements signed by the Trustees of the respective Funds, shall become a part of this Agreement by reference:

- a) The Trust Agreement for the Michigan Regional Council of Carpenters' Pension Fund, dated August 6, 1963;
- b) The Trust Agreement for the Michigan Regional Council of Carpenters' Joint Apprenticeship Training Fund, dated December 1, 1966;
- c) The Trust Agreement for the Michigan Regional Council of Carpenters' Health Care Fund, dated March 1, 1973;
- d) The Trust Agreement for the Michigan Regional Council of Carpenters' UBC Health & Safety and Apprentice Funds, dated May 24, 1990;
- e) The Trust Agreement for the Michigan Regional Council of Carpenters' Annuity Fund dated June 1, 1995;

- f) The Trust Agreement for the Michigan Regional Council of Carpenters' UBC Marketing Alliance (Education & Development) Fund, dated June 8, 1998.

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

## ARTICLE X PAY DAY

Each employee shall be paid on the same day each week during the working hours by means of payroll check or cash, which shall be accompanied by a stub or memorandum indicating the Employer's name, address, and city, and indicating the date of pay period, total hours worked, the gross amount of the check, FICA, income tax, other authorized deductions withheld, and the net amount of the check. Failure to comply shall be compensated to affected employee by four (4) hours straight time pay each day until check is made available on the job where he is employed. Not more than four and one half (4½) week days' pay shall be held back. In case of inclement weather on pay day which prevents the employees from starting work, and in the event they are not paid by 10:00 a.m., straight time pay shall be paid the employee from 10:00 a.m. until such time as his pay is made available, not to exceed six (6) hours. All checks shall be drawn on a bank doing business in Michigan.

Except as provided in Article XIII, Discharge or Layoff, employees of Employers with at least a three (3) year satisfactory record of timely payment of wages and fringe benefits (as determined by the Joint Delinquency Committee) voluntarily may elect to have their payroll checks mailed to them or directly deposited into a savings or checking account. Employees must make this election in writing, on a form provided by the Employer, and a copy of the form shall be submitted to the Union. Checks must be mailed no later than the day preceding the regular pay day and directly deposited no later than the regular pay day. Failure to comply shall be compensated by (4) hours straight time pay each day to the affected employee until the check is mailed or directly deposited.

## ARTICLE XI COMPENSATION INSURANCE

**Section 1.** Each Employer shall provide protection as required under the provisions of the Workers' Compensation Act of the State of Michigan. He shall also make contributions for his employees under the Michigan Employment Security Act, regardless of the number of men employed by him. The Employer agrees to furnish all registration numbers when requested to do so by the Union.

**Section 2.** In the event that the Michigan State Legislature during the terms of this agreement passes a bill, amending the Workers' Compensation Act, to the extent that it becomes permissible to collective bargain 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 XII WORKING CONDITIONS

**Section 1.** The Employer shall furnish a heated shelter for the employees, including a tool room under lock and key. The Employer shall be responsible for the employees' tools in the event of fire or burglary to this area when the project is not operating, provided he has furnished the Employer with an itemized list of his tools at the time of employment. The limit of liability is five hundred (\$500.00) dollars. It shall become the employees responsibility to provide proof of loss to the insurance carrier.

The only job personnel which shall be permitted access to the key of this area are the superintendent, the carpenter foreman, and the carpenter steward.

**Section 2.** The Employer shall furnish and maintain proper sanitary facilities for the employees.

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

**Section 4.** The Employer agrees to provide employees, when working in water, suitable individual wearing apparel to keep them dry, and agrees to furnish disinfectant to be used on wearing apparel.

**Section 5.** Each employee shall provide himself with sufficient tools to perform a day's work. They shall have their tools in good working condition when reporting for work, and the Employer shall furnish a saw filer on the job or will pick up saws, as necessary, and have them sharpened at the Employer's expense. The Employer agrees to assume the responsibility for the saws during the filing provided they are permanently identified. All saw horses, work benches, ladders, scaffolding, miter boxes, and power driven tools shall be furnished by the Employer.

**Section 6.** There shall be no restrictions as to the use of machinery, except that the operation of such machinery shall be done by journeyman and/or apprentices, according to the Apprenticeship Agreement. All power driven tools shall be used only by those employees who have been instructed by a representative of the manufacturer in the use of said tool and given a certificate identifying that they are capable of using said tool.

**Section 7.** It shall be the Employer's responsibility to provide parking for his employees at the Employer's expense.

**Section 8. Travel Pay.** Any employee requested to leave the geographical jurisdiction of this Agreement to work in another area for his/her Employer, and who is required to travel more than fifty (50) miles one way beyond the jurisdiction of this Collective Bargaining Agreement, shall be paid for the mileage traveled daily over one hundred (100) miles for travel to and from the job at a rate of twenty (\$20.00) dollars per day, or at the approved IRS rate per mile, whichever is less, unless transportation is provided by the Employer.

**Section 9.** There shall be a carpenter working at or near the place where concrete is being poured in walls, beams, columns, and supported floor slabs which have been built by carpenters.

### **ARTICLE XIII** **DISCHARGE OR LAYOFF**

When an employee is discharged or laid off, he shall be paid in full. He shall be paid at least one (1) hour prior to discharge or lay off, but must remain on the job site during this time to put his tools in workable condition. If he is required to go to some other point or to the office of the Employer to receive his check, he shall be paid for the time required to go to such place. When employees quit of their own accord, they shall wait until the regular pay day for wages due them. Failure to comply shall be compensated to affected employees by four (4) hours straight-time pay each day until the check is received by the employee, unless other suitable arrangements have been made between the employee and the Employer.

Each employee shall be given a severance slip at the time of lay off or discharge stating the reason for severance.

### **ARTICLE XIV** **STEWARDS**

There shall be a working steward on each job, and it shall be the sole responsibility of the Business Representative for his selection from among the local Union employees on the job.

Stewards shall be qualified workmen performing the work of the craft. A steward shall be on the job at all times when carpenters are working, and prior to his lay off, discharge, or transfer, the Employer will notify the Business Representative. No change in steward will be allowed unless it is agreeable with the Business Representative.

If the Employer's work is temporarily suspended, or the work is completed and carpenters are to be laid off, the steward shall be the last employee to be discharged, except the foreman.

If work which was temporarily suspended is resumed, the steward shall be the first employee to return to the job.

The steward shall be permitted to accompany the Business Representative in the settlement of any dispute involving carpenters on the job.

The steward shall be allowed time to record the hours worked by the carpenters on the job. The Employer shall assist him in procurement of such data for reference to time worked by the carpenters. If carpenters are to be laid off, the steward shall be notified at least two (2) hours prior to lay off time. The steward shall be notified of any change in carpenter supervision.

The steward shall be given sufficient time to conduct the business of the Union on the job, however, he shall first notify the carpenter supervisor before he leaves his work assignment to conduct Union business, if practical.

If any employee becomes sick or injured during the course of his employment, the steward shall be notified immediately in order that he may properly take care of the personal property of said employee and notify his family if necessary.

#### **ARTICLE XV BUSINESS REPRESENTATIVE**

The Business Representative shall be permitted on the jobs, but shall in no way unduly interfere with the men during working hours. He shall first check in at the project office before going on the job site, if an office is maintained on the job site. The Business Representative will wear proper identification.

#### **ARTICLE XVI SAFETY**

Each employee shall, as a condition of employment, furnish and wear proper shoes, and furnish and wear a safety helmet when required by the Employer.

The Employers and the employees shall comply with all the rules and laws pertaining to safety and sanitation established by the federal, state, and local governments. Safety devices provided by the Employer shall not be removed by the 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 is injured, arising out of and during the course of his employment, so that at the direction of his Employer or Employer's physician the employee is relieved from duty on the date of injury, he shall receive his regular straight hourly rate for that portion of the regularly scheduled working day that he is relieved from duty on the day of injury, not to exceed a total of eight (8) hours. Any employee failing to abide by state safety laws and the Occupational Safety and Health Act, shall be subject to discharge.

Should the Michigan Regional Council of Carpenters and AGC Labor Relations Division reach accord on a drug and alcohol testing program, during the term of this Agreement, it will be reduced to writing in the form of an Addendum and will be signed and attached to the Collective Bargaining Agreement accordingly.

#### **ARTICLE XVII APPRENTICESHIP**

When six (6) or more journeymen carpenters are employed by any Employer, he shall employ one (1) apprentice, and one (1) apprentice shall be employed for each additional six (6) journeymen carpenters, if available. Apprentices will be laid off in reverse procedure. The Employer agrees to abide by the standards of the Joint Apprenticeship Committee.

## ARTICLE XVIII JURISDICTIONAL PROCEDURE

In the event of jurisdictional dispute there shall be no stoppage of work, and the parties will continue work on the basis of their original assignments while an earnest effort is made to settle the dispute. In the event they are unable to settle the jurisdictional dispute on a local level, they will submit the same to the National Joint Board for the Settlement of Jurisdictional Disputes and abide by the decisions of the Board.

## ARTICLE XIX GRIEVANCE PROCEDURE

**Section 1.** In the event a dispute occurs due to misunderstanding, misinterpretation, and/or violation of this Agreement, or any section thereof, except wages and fringe benefits, the matter shall be referred to a Joint Grievance Committee for settlement, and its decision shall be final.

**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 which 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 shall be referred to the Joint Grievance Committee in writing. Said Committee shall meet within two (2) working days of receipt of said complaint to consider same. If the Committee, within three (3) working days of such a meeting, is unable to decide a matter before it, the members of the Committee shall choose a fifth (5th) member. The decision of said committee shall be determined by a majority of its members and shall be rendered within seven (7) days after such 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 seven (7) calendar days after the alleged violation was committed.

**Section 5.** The parties agree that during the life of this Agreement, pending final decision of the Joint Committee, there will be no lockouts, strikes, slow downs, or work stoppages as the result of an alleged breach of this Agreement, except as provided for in Article VIII - Wages, Section 4, and Article IX - Fringe Benefit Funds, Violations of Payments.

**Section 6.** The time frames cited in Section 3 of this Article may be waived by mutual consent of the Joint Grievance Committee.

## **ARTICLE XX**

### **INVALIDITY**

In the event any portion of this Agreement is declared or becomes inoperative under state or federal laws, 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.

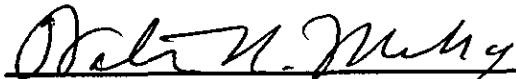
## ARTICLE XXI TERMINATION

This Agreement shall continue in effect through May 31, 2003. Should either party desire to amend or terminate this Agreement at the above expiration date, such party shall give the other written notice of such desire at least sixty (60) days prior to the expiration date. If neither party gives such notice to amend or terminate, the Agreement shall remain in full force from year to year thereafter, unless sixty (60) days prior to the annual anniversary date, notice to be given in writing by either party to the other, indicating a desire to amend or terminate on said annual anniversary date.

In the event that this Agreement expires and the parties hereto have not agreed upon modifications and the Union goes on strike against the Association, it is agreed that they will not enter into either written or verbal interim agreements with any Employer for a period of thirty (30) days thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS  
LANSING/JACKSON, LOCAL 1004  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA, AFL-CIO



Walter R. Mabry, Executive Secretary-Treasurer  
Michigan Regional Council of Carpenters  
1401 Farrow  
Ferndale, Michigan 48220  
810 548-9202

Date

Fax 810 548-6074

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

By:



Bob Fontana  
Secretary AGC/LRD  
2323 N Larch  
Lansing, Michigan 48906  
517 371-1550      Fax 517 371-1131



3/3/2000

Date

**SUPPLEMENTAL RESIDENTIAL AGREEMENT**  
between the  
**Michigan Chapter,**  
**Associated General Contractors of America, Inc.**  
**Labor Relations Division**

and the  
**Michigan Regional Council of Carpenters**  
**Lansing/Jackson/Adrian, Local 1004**  
**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, 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 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 (2) time.

New Years Day	Labor Day
Decoration 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 Regional Council.

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

## **WAGES**

In the Council of Locals in the territory covered by the Michigan Chapter, Associated General Contractors of America, Inc./LRD and the Lenawee Contractors' Association the rate of pay will be seventy-five percent (75%) of the base rate of the current basic carpenter commercial building and heavy construction agreement and all fringes will be identical to the fringes established throughout the area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS  
LANSING/JACKSON, LOCAL 1004  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA, AFL-CIO**

*Walter R. Mabry* \_\_\_\_\_ Date  
Walter R. Mabry, Executive Secretary-Treasurer  
Michigan Regional Council of Carpenters  
1401 Farrow  
Ferndale, Michigan 48220  
(810) 548-9202 Fax (810) 548-6074

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

By: Bob Fontana Date 8/3/2000  
Bob Fontana  
Secretary AGC/LRD

## CRAFT JURISDICTION

**Employee Representation.** The Association recognizes the 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, 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 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 employee 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-Hand, 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, Single 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 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 handing 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 emplates 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, etc.

The handling of rough materials and dry-wall from the point of erection. The handling of fixtures, display cases, 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.

The building and moving of all scaffolding, runways, and staging where carpenter 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 shorting, 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, marking, and installation of all inserts and sleeves for pipes, ducts, 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 installations 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 chairrail, 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 building. (All bowling alley work)

The site manufacture, fabrication, and installation of all screens, storm sash, storm doors, and garage doors. 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 board, transite and other composition board. The application of all material which serves as a base for acoustic tile, except plaster. All acoustical applications (as per National Agreement or Specific Agreement).

The building and dismantling of all barricades.

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 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, 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.

The hanging and placing of all picture and frames, and the assembly of bed frames and accessories.

#### **PILE DRIVING**

Three pile drivers and a foreman shall constitute a crew. When two or more rigs are working on a job site and the Union is able to furnish an apprentice, an apprentice shall be employed. A loftsman or sticker shall be included in the crew size above.

**Welder.** Where certification is required, a test shall be made. If the test is passed, the fee shall be paid by the Employer.

If the test is failed, the fee shall be paid by the employee. A steady welder shall be in addition to the crew listed above. Where there is a minimum amount of welding required, one of the crew may do the necessary welding.

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 the 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. All setting up and dismantling of cranes and other equipment used for the operation. All unloading and leading of piling and equipment. Work normally performed by Employers such as soil tests, shoring, underpinning of buildings, cribbing and driving of sheet piling, and similar operations shall continue to be included in the jurisdiction of this Agreement.

#### 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 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 or material for job contracts or in the store sales category, to be cut by lino-cutter, filling of all orders for materials furnished by contractor for installation of above materials from stock or warehouse.

**2000-2003 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  
LANSING/JACKSON/ADRRAIN, LOCAL 1004  
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, hereinafter referred to as the "Union", and the Michigan Chapter of the Associated General Contractors of America, Inc., Labor Relations Division and the Lenawee 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 Association. Further, in performing carpentry work not covered by the foregoing Agreement, the Employer agrees to adopt and be bound by the terms and conditions contained in the most recent Agreement between the Regional Council in the area where the work is being performed, and Employers who regularly perform work of that nature.

It is also agreed by the undersigned Employer that any notice given by the Union to the Associations 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), 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 XIX, Grievance Procedure.

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

Employer Name

### Address

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**Title**

Employer Federal I.D. Number:

Workers Compensation Number and Carrier

### M.E.S.C. Number

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS  
LANSING/JACKSON, LOCAL 1004  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO**

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**Signature**

Date

Name

**Title**

## MRCC CONSENT AGREEMENT

The undersigned representing \_\_\_\_\_ Construction Company, does hereby accept and agree to be bound by all the terms and conditions of the Collective Bargaining Agreement between the Michigan Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and the Employer performing any phase of carpenter work in the geographical jurisdiction of said Council (said Collective Bargaining 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' Regional Council within the State of Michigan as shall be in effect in any area where the Employer shall engage in any phase of carpenter work.

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

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

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Company Name

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Address

---

City

---

State

---

Zip Code

---

Telephone Number

---

Signature

---

Title

Employer Federal I.D. Number \_\_\_\_\_

Workers Compensation Number and Carrier \_\_\_\_\_

M.E.S.C. Number \_\_\_\_\_

---

Regional Council Representative

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Name

---

Title

**MEMORANDUM OF AGREEMENT**  
**Market Recovery Terms and Conditions**

The Michigan Regional Council of Carpenters ("Union") and the Associated General Contractors of America, Inc., Labor Relations Division ("AGC/LRD") shall establish a joint committee within thirty (30) days of the M.R.C.C. ratification. Said joint committee shall attempt to determine which types of projects to grant market recovery rates, terms, and conditions.

Seventy-five percent (75%) of the current Journeyman base rate, plus one hundred percent (100%) of all fringe benefits, as outlined in Article IX, will apply on those types of projects which the joint committee determines to be covered by market recovery terms and conditions.

In addition, the Union will consider requests for market recovery rates, terms, and conditions, on an individual project basis. The Southwest Carpenters Commercial Agreement "subcontractor clause" may apply to said individual projects, by mutual consent of the Union and the Employer.

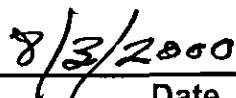
Any market recovery rate, terms and/or conditions agreed upon shall not be subject to the "Equal Treatment" clause (Article II, Section 6), so long as said market recovery rate is available to all Employers covered by the 1997-2000 Agreement between the Michigan Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO and the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division, who request a market recovery rate for that project.

This Memorandum of Agreement shall be incorporated by reference in the collective bargaining agreement, effective **June 1, 2000 through May 31, 2003** between the Union and the AGC/LRD, and in any successor collective bargaining agreement unless either party notifies the other parties of its intent to terminate, at least sixty (60) days prior to the termination date of the foregoing agreement.

Signed for the Employers by:

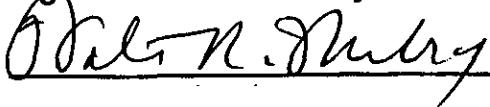


**Bob Fontana, Director of Labor Relations**  
Michigan Chapter, Associated General Contractors  
of America, Inc., Labor Relations Division

  
**8/3/2000**

Date

Signed for the Union by:



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

Date