

2008 – 2013 Detroit Carpenters

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AGREEMENT

The Agreement is made and entered into effective the 1st day of June, 2008 by and between the Detroit and Southeast Michigan Bridge Contractors Division of the Michigan Infrastructure and Transportation Association ("BCD") located in Okemos, Michigan, for and on behalf of the membership hereinafter called the "Contractor" or "Contractors" as party of the first part and the Michigan Regional Council of Carpenters hereinafter called the "Union" of the "Regional Council", as party of the second part. The Contractor 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 and conditions 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, AFLCIO, and also of such other employees recognized by law as part of the appropriate bargaining unit.

ARTICLE I

1. **Intent and Purpose.** The purpose of the Agreement is to determine the hours, wages and other conditions of employment and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the workers may have as much continuous employment as possible without interruption by strikes, lockouts, or other related differences.
2. **Scope of Agreement.** This Agreement shall govern all airfield construction work (exclusive of buildings), bridge construction work (including pile driving work except the operation of engines or machinery in connection therewith), retaining wall and highway pumping station construction work which the Contractors perform in the State of Michigan, in the geographical areas as hereinafter set forth. Contractors will pay for test plates and testing. Welding on pilings and the erection of precast concrete beams for bridge projects shall be the work of Carpenters and shall be performed under the terms of this Agreement. This Agreement shall not apply to building construction work and/or International Bridges.
3. **Pre-Job Conference.** It is agreed that prior to starting a project a pre-job conference will be scheduled and held if requested by either the Union or the Contractor.
4. **Entire Understanding.** This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not reduced to writing and signed by the parties hereto shall be of any force or effect.

ARTICLE II

1. **Contractors Rights.** The Contractors shall not be hindered or prevented in using any type or quantity of tools or appliances.
2. **Stewards.**
 - (a) The authorized representative of the Union may visit jobs during working hours and be permitted to confer with his steward but shall not hinder or interfere with progress of the work. The Regional Council shall appoint a steward on each job who shall be a member of the Local Union having

jurisdiction over the geographical area where the jobsite is situated. The steward shall act as the Union representative on the job, but shall perform the duties for which he/she is employed. The steward must be a journeyman carpenter who has been a member within the Regional Council for at least the most recent two (2) years and must meet the uniform qualifications established by the Union for being appointed as a steward.

- (b) Stewards shall be employed at all times that Carpenters (excluding foreman) covered by this Agreement are employed. The steward shall be the last Carpenter laid off (excluding foreman) as long as the steward can perform the work capably.
- (c) The steward shall not be removed from any job without first consulting the Union.
- (d) Authorized representatives of the Union shall have access to all jobs under construction; provided, however, that they shall report their presence to the Contractor or his immediate representatives on the jobsite and shall not hinder or interfere with the progress of the work. Stewards shall be considered as authorized representatives and shall not be restricted from performing their duties.

ARTICLE III

1. Union Security.

- (a) It is understood and agreed that all present and future employees covered by this Agreement shall, as a condition of their continued employment by the Contractor, become and remain members in good standing in the Union to the extent of paying or tendering the initiation fee and periodic dues uniformly required as a condition of membership in the Union after the seventh day following the beginning of their employment with the Contractor or the effective date of the Agreement, whichever is later.
- (b) The failure of any person to make application to and become a member of the Union within said period of time shall obligate the Contractor who employs such person, upon written notice from the Union to such effect, and to the further effect that Union membership was and is available to such person on the same terms and conditions as it is available to other members of the Union or applicants for such membership, to forthwith discharge such person. The failure of any person to maintain his Union membership in good standing by his failure to pay the periodic dues to the Union, shall, upon written notice to the Contractor by the Union to such effect, obligate the Contractor to discharge such person.
- (c) In the event the National Labor Relations Act is amended, while this Agreement is in force so that an employee may lawfully be required to become a member of the Union as a condition of employment in seven (7) days or less, then such shorter period of time shall immediately become operative under this Agreement notwithstanding the provisions hereinabove.

- 2. **Equal Opportunity.** The Contractor and the Union acknowledge that they are subject to applicable laws regarding equal employment opportunity and fair employment practices and agree that they shall cooperate in taking necessary steps to comply with such laws and lawful regulations there under. Referral and selection

of all employees shall be on the basis of qualifications without regard to race, creed, color, sex, age, religion, national origin or ancestry.

ARTICLE IV

GENERAL PROVISIONS

1. **Safety.**

- (a) The Contractor agrees to register with the Michigan Construction Safety Commission and cooperate with its provisions on safety. The union shall cooperate with the individual contractor in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the aforesaid Commission. All employees shall perform their duties in each operation in such manner as to promote safe operations of each particular duty and of any job as a whole. Any employee failing to abide by State safety laws and MIOSHA shall be subject to discharge.
- (b) No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule or regulation of the State of Michigan or any political subdivision thereof. Such determination shall be made by a responsible agent of the State of Michigan or any of its political subdivisions or by a Safety Inspector from the applicable Insurance Carrier.
- (c) Contractor shall furnish a safety hat for each employee and a new winter liner when required. Hats and liners are to be returned to Contractor upon lay-off or discharge.

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

3. **Tool/Clothing Loss.** The Contractor shall be responsible for the workers' tools and clothing for loss by fire and/or burglary on the jobsite when the project is not operating; provided that the employee shall have given the Contractor an itemized list of his tools by noon of the second day on the job. Such liability shall be limited to not more than One Thousand Dollars (\$1,000) for loss of tools and Four Hundred Fifty Dollars (\$450) for loss of clothing for each employee; provided, however, that if the Contractor issues written instruction to the employees not to leave his tools on the jobsite when the project is not operating, then the Contractor shall have no liability for loss of tools. The Contractor shall be responsible for tools lost due to damage or accident during working hours provided that such loss is not the result of the employee's negligence.

4. **Drugs and Alcohol.** In the interest of safety, intoxication, possession, consumption or use of alcoholic beverages or illegal drugs is not permitted on job sites or while driving a company vehicle.

5. **Jobsite Injury.** An employee, who as a result of a disabling on-the-job injury, is unable to complete a full day's work shall nevertheless be paid for the day on which the injury occurred, up to the (10) hours if the employee was working on a four (4) day, ten (10) hour schedule on the day on which the injury occurred. The Contractor shall, upon request of the employee, mail a copy of Claim Form F-100 to the employee within ten (10) calendar days of the date of such request. The Steward or a Contractor representative shall accompany an employee to the hospital. The Contractor shall make arrangements for an injured employee's transportation from the hospital to his automobile, to the jobsite or to his home as may be appropriate under the circumstances.

6. **Rubber Boots and Rain Gear.** Rubber boots and rain gear shall be supplied by the Contractor, when necessary, to those workers required to work under conditions which require the use of such articles. Upon furnishing any such articles to the employee, the employee may be required to sign a receipt acknowledging receipt of any such articles and the employee shall be responsible for the care, safe-keeping and return thereof. Any article or articles furnished to an employee by the Contractor shall be returned by the employee to the Contractor in the same condition as when received by the employee, subject to normal wear and use. The Contractor will replace any article or articles furnished by the Contractor to the employee, which become unserviceable through normal wear and use, provided the employee returns the unserviceable article(s) to the Contractor.

ARTICLE V

1. **Wages and Benefits Schedule.**

- (a) The following minimum rates of wages and benefit contributions for workers covered by this Agreement shall be applicable on the effective dates below indicated.

Journeyman
First Full Pay Period on or After
June 1, 2008

*Base Wage	\$28.53
*Special Assessment Building Fund (taxed)	.10
Health & Welfare Insurance (funded)	6.55
Health & Welfare Supplemental (funded)	.25
Pension – 27.53% of base wage (funded)	7.85
Annuity Fund – 7.76% of base wage (funded)	<u>2.21</u>
GROSS WAGE	\$45.49
Apprenticeship (funded)	.16
Industry Advancement Fund (funded)	<u>.12</u>
TOTAL	\$45.77

*Taxable Income

Dues deduction – Deduct 3.75% of the Base Wage from the employee's pay. The amount of dues deduction is inside the Base Wage as stated above.

- (b) Effective the Contractor's first full payroll period on or after June 1, 2009, an increase of one dollar and forty cents (\$1.40) per hour to be allocated among the wage rate and benefit contributions for the Journeyman Carpenter. Wage rate and benefit contributions for Carpenter Foremen and Apprentices to be increased accordingly.
- (c) Effective the first full payroll period on or after June 1, 2010, an increase of one dollar and thirty-five cents (\$1.35) per hour to be allocated among the wage rate and benefit contributions for the Journeyman Carpenter. Wage rate and benefit contributions for Carpenter Foremen and Apprentices to be increased accordingly.
- (d) Effective the first full payroll period on or after June 1, 2011, an increase of one dollar and thirty-five cents (\$1.35) per hour to be allocated among the wage rate and benefit contributions for the Journeyman Carpenter. Wage rate and benefit contributions for Carpenter Foremen and Apprentices to be increased accordingly.
- (e) Effective the first full payroll period on or after June 1, 2012, an increase of one dollar and thirty-five cents (\$1.35) per hour to be allocated among the wage rate and benefit contributions for the Journeyman Carpenter. Wage rate and benefit contributions for Carpenter Foremen and Apprentices to be increased accordingly.
- (f) **Carpenter Foremen:** Premium pay shall be paid in accordance with the following schedule:

Foreman
First Full Pay Period on or After
June 1, 2008

Base Wage (plus vacation holiday pay)	\$29.67
*Special Assessment Building Fund (taxed)	.10
Health & Welfare Insurance (funded)	6.55
Health & Welfare Supplemental (funded)	.25
Pension – 27.53% of base wage (funded)	8.17
Annuity Fund – 7.76% of base wage (funded)	<u>2.30</u>
GROSS WAGE	\$47.04
Apprenticeship (funded)	.16
Industry Advancement Fund (funded)	<u>.12</u>
TOTAL	\$47.32

*Taxable Income

Effective June 1, 2009 – 5% over the Journeyman Carpenter base wage rate
 Effective June 1, 2010 – 6% over the Journeyman Carpenter base wage rate
 Effective June 1, 2011 – 7% over the Journeyman Carpenter base wage rate

2. Geographical Jurisdiction.

- (a) The Geographical Jurisdiction covered by this Agreement shall be the counties of Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe and part of Livingston County (the townships of Deerfield, Tyrone, Osceola, Hartland, Genoa and Brighton).

- (b) Any contractor signatory to this Agreement, who performs work outside of the geographical area covered by this Agreement, but within the State of Michigan, shall abide by the wages, fringe benefits and working conditions established in the local collective bargaining agreement between the Union and the Association, for the area in which the work is to be performed.

3. Pile driving.

- (a) All pile driving and load testing when done by the Contractor shall be the work of the carpenters. The crew size shall be mutually agreed upon between the Contractor and the Union at the pre-job conference. If the Contractor and the Union do not mutually agree on the appropriate crew size at the pre-job conference, the matter shall be submitted to expedited arbitration under Sections 3 and 4 of the Grievance Procedure herein and each step of the arbitration shall be completed within forty-eight (48) hours whenever possible.
- (b) **Loftsman or Sticker.** Premium pay shall be paid in accordance with the following schedule:

Effective June 1, 2008 – 55 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2009 – 60 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2010 – 65 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2011 – 70 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2012 – 75 cents per hour over Journeyman Carpenter base wage rate

Loftsman working on heights over 150 feet:

Effective June 1, 2008 – 80 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2009 – 85 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2010 – 90 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2011 – 95 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2012 – \$1.00 per hour over Journeyman Carpenter base wage rate

- (c) **Welders.** Welders shall be paid fifty-five cents (.55¢) per hour over the Journeyman Carpenter base wage for the period effective June 1, 2008 to May 31, 2009. This rate expires on May 31, 2009.
- (d) **Certified Welders.** Certified Welders shall be paid in accordance with the following schedule:

Effective June 1, 2008 – 80 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2009 – 85 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2010 – 90 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2011 – 95 cents per hour over Journeyman Carpenter base wage rate
Effective June 1, 2012 – \$1.00 per hour over Journeyman Carpenter base wage rate

- (e) The Pile Driver Foreman shall be paid in accordance with the following schedule:

Effective June 1, 2008 – 4% over the Journeyman Carpenter base wage rate
Effective June 1, 2009 – 5% over the Journeyman Carpenter base wage rate
Effective June 1, 2010 – 6% over the Journeyman Carpenter base wage rate
Effective June 1, 2011 – 7% over the Journeyman Carpenter base wage rate

Dues Deduction – Deduct 3.75% of the Base Wage shall be deducted from the employee's pay. The amount of the Dues Deduction is included in the Base Wage as stated above.

4. **Health & Welfare.** The Contractor shall pay the amount specified in Article V, Paragraph 1, for all hours worked by each employee covered by this Agreement to Detroit Carpenters Health and Welfare Fund, hereinafter called Health and Welfare Fund. The Health and Welfare Fund contribution is calculated on hours worked.
5. **Pension.** The Contractor shall pay 27.53% of the actual hourly rate (but not less than the minimum Base Wage) of each employee covered by this Agreement to Carpenters pension Trust Fund, Detroit and Vicinity, hereinafter called Pension Fund. The Pension Fund contribution is calculated on hours paid. The employer shall pay the percentage specified in Article V Section 1. The parties agree that sufficient funding will be made available to the Pension Fund to support any rehabilitation/funding improvement plan proposed by the Fund's actuary, pursuant to the Pension Protection Act (PPA).
6. **Apprenticeship and Training.** The Contractor shall pay sixteen cents (16¢) per hour for all hours worked by each employee covered by this Agreement to Detroit Carpenters Joint Apprenticeship and Training Trust Fund, hereinafter called Apprenticeship Fund. The apprenticeship and Training contribution is calculated on hours worked.
7. **Annuity.** The Employer shall pay 7.76% of the actual hourly rate (but not less than the minimum base wage) of each employee covered by this Agreement to the Carpenters Annuity Fund, Detroit and Vicinity, hereinafter called the Annuity Fund. The contributions to the Annuity Fund shall be calculated on hours paid. The employer shall pay the percentage specified in Article V Section 1.
8. **Industry Promotion Fund.**
 - (a) The Contractor agrees to pay the Michigan Infrastructure and Transportation Association Industry Promotion Fund the sum of twelve cents (.12¢) per hour for all hours paid each employee working under this Agreement, without regard to whether the employee was working on straight time or overtime.
 - (b) The contributions to the Industry Promotion Fund shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association and such contributions shall be reported on such form as may be designated by the Association.
 - (c) The activities of the Industry Promotion Fund shall be determined by the Association and shall be financed from the payments herein provided for.
 - (d) The Contractor hereby agrees that the designated representative of the Association shall be permitted, upon request, to audit the payroll records of the Contractor to determine compliance with this Article.
 - (e) It is agreed by the Employer that the Industry Promotion 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 antiunion activity.

9. The Trust Agreement establishing the Health and Welfare Fund, Vacation Fund, Pension Fund, Annuity Fund and Apprenticeship Fund (sometimes jointly referred to herein as fringe benefit funds), amendments thereto, by-laws and rules and regulations of the Trustees of the aforesaid Funds now in effect or subsequently placed into effect shall be incorporated in this Agreement by reference.

Contributions shall be paid by the fifteenth (15th) day of the month following the month the employee worked. Contributions shall be deposited each month to such depository as may be designated by the Trustees of said Funds.

Each Contractor shall pay as liquidated damages cost of collection charges, as established by the respective Boards of Trustees, resulting from his delinquency in payment or late payment of contributions to the aforesaid Funds. The present schedule of collection charges for late contributions requires a payment of 5% on all contributions received between on and thirty days after the due date and a payment of 10% on all contributions received more than thirty days after the due date. An additional 1% per month assessment will be imposed on contributions received more than sixty days late.

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

The contractor shall deduct from the wages of each employee who has individually and voluntarily authorized such deductions in writing the amount certified by the Union to be Working Dues Assessment uniformly required and a special assessment equal to twenty cents (20¢) per hour for every hour worked by a member. The Carpenters Regional Council of Michigan shall hold harmless and indemnify the Contractor against any claims made against the Contractor on account of the deduction of Working Dues Assessments or special assessments under this section.

11. **Excess Benefit Fund.** The Contractor agrees to pay a portion of the Pension Fund contribution due under this Collective Bargaining Agreement to the Michigan Regional Council of Carpenters Excess Benefit Fund (hereinafter referred to as the Excess Benefit Fund). The amount of the contribution to the Excess Benefit Fund shall be determined by the administrator of the Excess Benefit Fund based on its funding requirements. Said contributions shall not be cumulative with the pension contributions. The amount of the Contractor's contribution to the Pension Fund shall be reduced by the amount of the contribution to the Excess Benefit Fund. It is the intent of the parties that the full amount of the pension contribution, prior to any reduction for the contribution to the Excess Benefit Fund, shall be used in determining the benefit amount of covered employees. To that end, the Trustees shall also investigate the

implementation of a second Defined Benefit Pension Plan and Trust in order to eliminate the need for the Excess Benefit Plan in the future. If the limitation on benefits imposed by Section 415, this Amendment shall automatically terminate for the first Plan year after the effective date of the elimination of Section 415 of the Code. The foregoing notwithstanding, the obligations described herein shall terminate automatically on the second anniversary of the adoption of the Excess Benefit Plan, unless the term of it is extended thereafter by its Trustees.

ARTICLE VI

1. Hours of Work/Overtime.

- (a) Where a single shift is worked, eight (8) hours of continuous work, except for lunch periods, shall constitute a day's work beginning on Monday through Friday of each week. Where work is performed in excess of eight (8) hours on any of these days, time and one-half (1-1/2) the base wage rate shall be paid.
- (b) Four Ten-Hour Day Work Schedule. The Contractor shall have the option of scheduling work on the basis of four (4) ten (10) hour days, Monday through Friday, at straight time for any work week on a company wide basis, a work crew basis or a project basis.

The four (4) ten (10) hour days shall be scheduled on a weekly basis, Monday through Friday, on a Monday through Thursday or Tuesday through Friday schedule.

Any work over ten (10) hours in a day or forty (40) hours in a week shall be at time and one-half (1-1/2) and all work in excess of twelve (12) hours Monday through Friday and in excess of ten (10) hours on Saturday and all work on Sundays and Holidays shall be at double time.

In the event work is unable to be performed on account of weather, Monday through Thursday, the Friday work may be scheduled for ten (10) hours at straight time as a make-up day. In the event Friday is used as a make-up day due to weather, it is agreed that a minimum of eight (8) hours work will be scheduled.

The Contractor may work split crews; provided, however, when four (4) ten (10) hour days are scheduled, the Contractor shall not bring in workers not scheduled to work four (4) ten (10) hour days to avoid the payment of overtime when the Contractor elects to work that job five (5) days in the week.

Whenever the Contractor elects to work four (4) ten (10) hour days under this section he shall notify the steward on the project affected.

2. Shift Work. When two (2) or more shifts are worked, five (5) eight (8) hour shifts from 6:00 a.m. Monday to 6:00 a.m. Saturday shall constitute a regular week's work and such time shall be paid for at the regular rate of wages; provided, however, that employees working on the second (2nd) and third (3rd) shifts shall receive fifty cents (.50¢) premium added to the base wage rate and be allowed a one-half (1/2) hour lunch period to be paid as working time. The paid lunch period on multiple shifts shall apply

whether the shifts are eight (8) hours duration or longer. Where work is performed in excess of eight hours on any shift, other than a shift scheduled to work on a four (4) ten (10) hour basis, time and one-half (1-1/2) the regular rate of wages shall be paid up to twelve (12) hours a day and double time thereafter. Additional flexibility in the starting time may be obtained by mutual agreement between the Contractor and the Regional Council prior to the start of work.

3. Saturdays – Sundays – Holidays.

- (a) For the first ten (10) hours on Saturday a rate of time and one-half (1-1/2) base wage rate shall be paid. All other work on Saturday and all hours worked on Sundays and Holidays shall be double time.
- (b) The following days are recognized as holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Years Day. No work shall be done on Labor Day except in extreme emergencies. If any of the above holidays falls on Sunday, the following Monday shall be considered the holiday and if work is performed, the rate shall be double time.

4. Reporting Pay.

- (a) In the event an employee is ordered to report for work on any day, he shall be paid at least two (2) hours straight-time pay if he is not put to work, unless he is prevented from working on account of bad weather. In the case of bad weather employees shall receive one and one-half (1-1/2) hours straight-time pay for two (2) hours reporting during which time the employee must be available for assignment unless excused by the Contractor.
- (b) If an employee covered by this Agreement is ordered to report for work on any day and actually commences work, he shall receive four (4) hours pay, unless he is prevented from working on account of bad weather, in which event he shall be paid for the hours actually worked or one and one-half (1-1/2) hours whichever is greater. If an employee works more than four (4) hours, he shall receive eight (8) hours pay, unless he is prevented from working on account of bad weather.

5. Lunch Period. There shall be a lunch period at the end of four (4) hours of work, or not later than at the end of five (5) hours work on any shift. If job circumstances require the employee to work during his usual lunch period and take his unpaid lunch at some other time, then the work performed during his usual lunch period shall be paid at time and one-half (1-1/2).

6. Coffee Brake. Each employee shall be allowed to take a coffee break near his workstation once during the first four (4) hour work period and once during the second four (4) hour work period. The coffee breaks will be (10) minutes allowed during the middle sixty (60) minutes of the work periods at specific times determined by the Contractor and need not be the same for all employees. The Union agrees that this will not be abused.

ARTICLE VII

1. Payday. Friday shall be the weekly payday on all work, except where a State, Federal or local law or regulation makes it impracticable. Each employee shall be

paid weekly, during working hours, by means of a payroll check, which shall be accompanied by a stub or memorandum indicating the dates of the pay period, the gross amount of the check, F.I.C.A. and income taxes withheld, company name, address, hours worked and the employee's name. No more than one (1) week's pay shall be held back. The contractor may utilize electronic direct deposit of employees' checks.

2. The Contractor shall give any employee who is laid off or discharged, not less than one (1) hours notice of the lay off or the discharge. On an extremely large job, or jobs, requiring check out of tools, one and one-half (1-1/2) hours notice shall be given. An Employee who is laid off or discharged shall be paid off in full on the job and given a separation slip stating the reason for such action. A temporary work stoppage for reasons other than weather and not exceeding one work day will not be considered a lay off. In the event a laid off or discharged employee is not paid at the time set forth above, his pay off check shall include an additional two hours' pay and be mailed to the employee by certified mail (no return receipt requested) before the end of the next business day. The employee shall be paid an additional two (2) hours' pay for each twenty-four (24) hours of delay in mailing said check. The contractor may utilize electronic direct deposit of employees' checks.
3. When weather does not permit work to start on payday, paychecks shall be issued between the hours of 8:00 a.m. and 9:00 a.m. In case issuance of paychecks is not started until after 9:00 a.m., each employee who has waited from 8:00 a.m. for his check shall be paid for a minimum of waiting time of one and one-half (1-1/2) hours at straight time, from 8:00 a.m. to 9:30 a.m. If the checks are not distributed at 9:30 a.m. waiting time shall be paid for by the Contractor in one-half (1/2) hour intervals, but not to exceed the end of a normal working day. The Contractor shall not be obligated to pay for waiting time if he or his representative appears on the job with pay checks for issuance any time between the hours of 8:00 a.m. and 9:00 a.m., nor shall he or his representative be required to remain on the job longer than to issue checks or arrange for the issuance of checks.
4. If paychecks are not issued by the end of the regular day's work or regular shift work on payday, the employee shall be paid an additional hours pay, at straight time, for each hour he is required to wait for his check, up to a maximum additional payment of eight (8) hours' pay. Additional pay shall not be required if the Contractor was prevented from issuing checks by strikes, civil disorder, severe weather or other casualty beyond control of the Contractor.

ARTICLE VIII

APPRENTICES

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

2. Based on total employment, suitably distributed, the Contractor shall employ apprentices in a ratio of one (1) apprentice to each six (6) journeymen. If a Contractor is found to be employing apprentices in a ratio of less than one (1) to six (6), he shall be given notice to procure apprentices in the proper ratio within two working days.
3. **Payment for School Day.** The Contractor shall pay the apprentice for attending classes on a regular attendance day, a sum equal to a full day's pay. Should the apprentice absent himself from the job, however, 10% per day missed will be deducted from payment for school day; provided that no such deduction shall be made for days missed due to weather or other acts by the Contractor out of the apprentices control. Payment for school day may in no instance be less than the established scale, but shall be the actual wage the apprentice is currently receiving. Hours spent in related classroom instruction shall not be considered as hours of work for the purpose of computing overtime.
4. The apprentice attends school one day every two weeks. Five percent (5%) of the apprentices' wage rate is included in all classification percentages for the payment of tuition.
5. An accepted applicant may be permitted employment on the job site seven (7) days prior to enrollment into the school or assignment of a school day, providing all other qualifications have been met. Such seven (7) days or part thereof shall constitute credit towards the 90 days probationary period.
6. It is mutually agreed that there will be periodic meetings of interested parties who will study the apprenticeship program with the purpose in mind of updating and streamlining the program.

APPRENTICE RATES

	1st 6 Mo <u>44%</u>	2nd 6 Mo <u>55%</u>	2nd Yr <u>65%</u>	3rd Yr <u>75%</u>	4th Yr <u>85%</u>
*Base	\$12.55	\$15.69	\$18.54	\$21.40	\$24.25
*Spec. Assess. (Taxed)	.10	.10	.10	.10	.10
H & W (Funded)	6.55	6.55	6.55	6.55	6.55
H & W Suppl. (Funded)	.25	.25	.25	.25	.25
Pension 27.53%(Funded)	3.45	4.32	5.10	5.88	6.67
Annuity 7.76%(Funded)	<u>.97</u>	<u>1.22</u>	<u>1.44</u>	<u>1.66</u>	<u>1.88</u>
GROSS	\$23.87	\$28.13	\$31.98	\$35.84	\$39.70
Apprenticeship (Funded)	.16	.16	.16	.16	.16
IPF (Funded)	.12	.12	.12	.12	.12
TOTAL	\$24.15	\$28.41	\$32.26	\$36.12	\$39.98

Dues Deduction – Deduct 3.75% of the Base Wage from the Employee's pay. The amount of the dues deduction is inside the Base Wage as stated above.

ARTICLE IX

FOREMEN

All journeymen and apprentices shall be under the supervision of a working foreman. This shall not preclude the authority of management to issue instructions directly to any employee so long as the working foreman is not replaced by another management representative.

ARTICLE X

GRIEVANCE PROCEDURE

1. Should differences of any kind arise between any Contractor and the Union or members thereof, it is specifically agreed that there will be no lockouts, strikes or stoppages of any work of any sort and all grievances and complaints which the parties involved are unable to adjust shall be submitted to the Arbitration Board for settlement. Except as herein otherwise provided, the Violation of payment of rates of pay, overtime, Health and Welfare Fund, Apprenticeship Fund, Annuity or Pension Fund payments, as set forth in this Agreement, shall not be considered as subject to arbitration and the Union may, after forty-eight (48) hours telegraphic or written notice to the Contractor and the Association, take economic action against the Contractor until such delinquent payments are made.
2.
 - (a) In the event of any arbitral differences arising under this Agreement, an earnest effort shall be made to settle such differences between the individual Contractor and his workers provided that the Union and/or worker shall initiate the grievance procedure by calling such grievable matter to the attention of the Contractor or his jobsite representative within five (5) working days of alleged event giving rise to such grievance.
 - (b) In the event the Contractor and his workers are unable to settle such differences, the matter shall, within five (5) additional working days, be referred to the Secretary of the BCD of the Michigan Infrastructure and Transportation Association and the Secretary/Treasurer of the Regional Council for disposition. Similarly, should the Contractor have occasion to initiate a grievance against the Union, it shall be initiated by the Contractor with the Union's designated business agent within five (5) working days of the event giving rise to such grievance.
 - (c) In the event of failure to reach a satisfactory settlement in the foregoing steps, within five (5) additional working days, the matter shall be referred to the Joint Arbitration Board in written form by either the Union or the BCD as the case may be, and the Board shall meet within five (5) working days, or such date as may be mutually agreed to, from the date such matter was referred to such Board and consider the matter and make its decision, which shall be final.
 - (d) All matters of decision shall be delivered to the Secretary of the Board who in turn shall deliver to the Contractor the Union a written statement of the decision of the Board.
3.
 - (a) For the purpose of arbitration a Joint Arbitration Board shall be created by the parties hereto, both the BCD of the Michigan Infrastructure and Transportation Association and the Regional Council selecting three (3) members each who will constitute such Board. Two alternate members who will serve when needed

to secure full representation of either party on such Joint Arbitration Board shall be selected by the parties hereto.

- (b) In the event of unequal representation of the parties hereto, at any meeting of the Board for consideration of differences, the majority party shall forego such unequal representation in voice and vote at such meeting.
 - (c) The Secretary Treasurer of the Regional Council and the Secretary of the BCD of the Michigan Infrastructure and Transportation Association will appoint the respective committee at the time a grievance is filed with the Board. It is understood that no appointed committee member will be directly involved in the grievance.
4. (a) Should the board be unable to reach a decision, an arbitrator, mutually agreeable, shall be selected by the Board, who shall meet with the Board and consider the matter in question. Should the Board be unable to mutually agree on an acceptable arbitrator within five (5) working days of reaching impasse on a grievance, then an arbitrator shall be selected using the rules and procedures of the American Arbitration Association. The fees of such arbitration shall be borne equally by both parties.
- (b) A majority opinion of the Board and the arbitrator shall constitute the decision of the Board, which must be rendered within fifteen (15) days from the selection of the arbitrator, and such decision shall be submitted in writing as herein provided and shall be final.

ARTICLE XI

SUBCONTRACTING

- (a) The Contractor expressly agrees that in the event he subcontracts any work covered by this Agreement to be performed on the jobsite, he will not so subcontract with any subcontractor unless the subcontractor agrees in writing that in the performance of the work he will comply with all the rates, terms and conditions of this Agreement, except Article III.
- (b) In interpreting and applying Article XI (Subcontracting) of this Agreement, it is understood and agreed that the Contractor shall not be liable for any subcontractor's failure to comply with the rates, terms and conditions of this Agreement, except where the subcontractor is a corporation or other business entity in which the Contractor has a controlling ownership interest (i.e., at least 50% ownership interest) and except to the extent of any liability the Contractor may have by law with respect to work covered by the federal Davis Bacon Act, the Michigan Prevailing Wage Rate Act or a prevailing wage rate law of a Local Unit of Government.

ARTICLE XII

EQUAL TREATMENT

If the Union shall furnish workers to any Contractor or Employer within the jurisdiction of the Agreement upon any more favorable terms or conditions (including wage rates) than those contained herein, and shall continue to do so for ten (10) days

after the same shall have been called to the attention of the Union by the Employer party to this Agreement, the Union agrees that such more favorable terms and conditions shall thereafter be automatically extended to the Contractors covered by this Agreement.

ARTICLE XIII

INVALIDITY

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

ARTICLE XIV

OVERPAYMENTS / DEDUCTIONS FROM WAGES

In the event that a Contractor inadvertently, or for whatever reason, overpays an employee performing work under this Agreement, it is agreed that the Contractor may recapture said overpayments through payroll deductions; provided, however, that no individual deduction may be larger than any of the individual overpayments; and, further provided that the deductions be in conformance with 408.477 MCL, Section 7, Deductions From Wages.

ARTICLE XV

LIABILITY

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

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

The Union agrees that it will not hold any Contractor liable for any acts of the agents of said Contractor not authorized by said Contractor. The Contractor agrees that he will, on written request by the Union, notify the Union within twenty-four (24) hours after receipt of said request at the office of said Contractor, whether or not the act of the

Contractor's agent so complained of by the Union was authorized, and if not authorized, the Contractor agrees that he will take immediate steps to rectify the situation complained of.

It is further agreed and understood that the Regional Council, which has authorized the negotiation and execution of this Agreement, shall not be liable for any act or acts of any member of any Local Union or any acts of the Local Union itself which may be contrary and in violation of this Agreement, so long as such act or acts are not authorized or sanctioned by the Regional Council.

ARTICLE XVI

TERMINATION

This Agreement shall remain in full force and effect through May 31, 2013, and thereafter shall continue in force from year to year, unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the end of the current term, or as the case may be, sixty (60) days prior to the end of any additional contract year, of its intention to make changes in or terminate this Agreement. Such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by registered or certified mail to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the 1st day of June 2008.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

By: _____
Douglas Buckler
Executive Secretary / Treasurer

DETROIT AND SOUTHEAST MICHIGAN BRIDGE CONTRACTORS DIVISION OF
THE MICHIGAN INFRASTRUCTURE AND TRANSPORTATION ASSOCIATION

By: _____
Robert A. Patzer
Executive Vice President / Secretary

EXHIBIT 1

CARPENTER CRAFT JURISDICTION

1. Restoration and New Construction of Bridge Structures and approaches.

- (a) Temporary and permanent structures, including approaches to convey traffic of any nature.
- (b) All fabrication, erection and removal of structures shall be performed by Carpenters.
- (c) All layout, including batterboards, straight edges, templates, foundations, or other devices as may be necessary to lay out the entire project.
- (d) All fabrication, installation, removal, rigging and stripping of concrete forms and related materials, in conjunction with bridge construction, including retaining walls, curbs and gutters, box culverts and latexing of bridge decks and all footing work. Installation and handling of all decking materials whether made of wood or metal pans.
- (e) All fabrication, installation and removal of anchor bolts, keyway, waterstop, sleeves, expansion joints (in any form), position dowels, brackets in any form, all scaffolding, including false work; guardrails, handrails, including ramps and steps, sonatube and like materials.
- (f) Concrete barriers, sound and glare screens of any nature. Installation and handling of any and all precast material used to form a wall or barrier.
- (g) Precast and prestressed concrete beams, decking, rigging and installation, including strand elongations, prestressing, postensioning and detensioning.
- (h) All work in conjunction with the installation or removal of rails, tracks and trestles.

2. Temporary Structures.

The erection and dismantling of all temporary building structures to accommodate the needs of the Contractor or his employees shall be performed by carpenters.

3. Pile Driving and Diving.

The fabrication and removal of all wood piling and sheeting, concrete piling, caissons, steel, H-beams, piping and I-beams used for piling and sheeting, composite or moulded in place. All cofferdam work, trestle work, dock work, retaining walls, caissons, driven from land or water, derricks, dismantling derricks, cranes, ginpoles, and other equipment necessary for the piledriving operations, cribbing, shoring and underpinning, all burning and welding operations in conjunction with pile driving, all false work for open cut sewers, cofferdams, the dismantling,

erecting, loading and unloading of all piledriving equipment, cranes and derricks as used for the pile driving operations, the unloading and distribution of all piling of wood, pipe or sheeting, the testing of sub-soil by the use of boring machines or rods, well-points, etc., to determine the nature of sub-soil, the sharpening of wood piling and the operations and work in conjunction therewith, the placing of all wales, bolts, studs, rods and washers including the cutting, drilling, boring or breaking of all wales, bolts studs, rods and washers, including the cutting, drilling, boring or breaking of all holes or openings therefore, the operation of sheeting extractor, jet pumps, welders and like machinery: the placing of rip-rap, fill stone, bedding stone, coverstone, and concrete blocks; all diving and tending of divers in connection with bridge construction and repair shall be performed by Carpenters , and other work as approved by the Executive Board of the United Brotherhood of Carpenters and Joiners of America. This also includes all material substituted for those enumerated in this Article.