

2012 – 2016
as AMENDED and EXTENDED
through
May 31, 2019
CARPENTERS AGREEMENT

Covering

Commercial, Industrial
and Industrial
Construction

Entered between

Carpenter Contractors'
Association of Detroit

and

Michigan Regional
Council of Carpenters

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2012-2019 CARPENTERS' AGREEMENT

This Agreement made as of June 1, 2012, and as amended and extended on March 22, 2013, by and between Carpenter Contractors' Association of Detroit, hereinafter called the "Association," representing its members, who are hereinafter called "Employer," and the Michigan Regional Council of Carpenters, which has jurisdiction in the entire State of Michigan and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union," and its successors, and any additional counties which may be added to the union through reorganization of the State of Michigan.

The current underlying Agreement, which was set to expire on May 31, 2016, is hereby amended effective March 22, 2013. The terms and conditions of the Amended Agreement are contained herein, and include an extension of the underlying Agreement, which shall now expire on May 31, 2019.

The geographic territory governed by this Agreement consists of Wayne, Oakland, Macomb, Sanilac, St. Clair, Washtenaw and Monroe Counties and the Townships of Brighton, Deerfield, Genoa, Green Oaks, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla in Livingston County and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employer, his employees and the Union, and to establish an understanding relative to gross wages, hours of work, and all other conditions of employment so that the Employer, his employees and the Union may all profit from the fair and stable conditions in the industry which will result therefrom;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE I

Exclusive Bargaining ,Employment, and General Terms and Conditions,

1. The Association signatory hereto recognizes the Union as the sole and exclusive collective bargaining agent for a majority of all persons employed as Carpenters in the geographical area coming within the jurisdiction of the Union; and

The Union recognizes the Association as the sole and exclusive collective bargaining agent for its members, the majority of contractors engaged in commercial, industrial, institutional and heavy construction work, for the purpose of collective bargaining in the geographical area coming within the jurisdiction of the Union.

2. It is specifically agreed and understood that this Agreement exclusively governs the wages, terms, and conditions of employment of all Carpenters performing work of any description coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, employed by an Employer represented through the Association, the majority of contractors engaged in commercial, industrial, institutional and heavy construction work, regardless of whether such Employer is acting in the capacity of a prime or subcontractor.

3. The parties to this Agreement acknowledge that they are subject to state and federal law and municipal ordinances regarding equal employment opportunity and fair employment practices and therefore will jointly take the necessary steps to comply with these laws and ordinances within the scope of this Agreement, and that the employment, referral or selection of all employees shall be on the basis of qualifications without regard to race, color, sex, religion, national origin or ancestry.

4. The Union agrees to furnish competent workers, if available, upon notification to the office of the Union or authorized person or persons. The Employer and Union agree that in the interest of job equity, there shall be no discrimination because of age and both parties shall endeavor to give favorable consideration to the employment of Carpenters who are 55 years of age or older providing such persons are capable to perform the work required.

5. The Employer agrees that in the employment of workers to perform the various classifications of labor required under this Agreement, he will not discriminate against applicants because of membership or nonmembership in the Union. Each employee shall, as a condition of employment, become and remain a member of the Union for the term of his employment, after the seventh (7th) calendar day after the beginning of his employment by an Employer or Employers in the area covered by this Agreement, or seven (7) days after the date of this Agreement, whichever is the later.

4. **Equal Treatment.** If, during the term of this Agreement, the Union has a collective bargaining agreement with any other employer engaged in construction work within the geographical jurisdiction of this Agreement as done by the employers that contains terms and conditions more favorable than those contained herein, the Union agrees that such more favorable terms or conditions shall automatically become a part of this Agreement replacing those herein which are less favorable. In addition, the Union shall notify and provide the Associations with a copy of any Agreements within 48 hours upon written request.

ARTICLE V Subcontracting

1. The Employer agrees that he will not enter into subcontracts for work covered by this Agreement to be done at the site of the construction, alteration, or repair of a building, structure, or other work with any contractor who does not have a signed agreement with the Union; provided however, that where there is any dispute over work jurisdiction or assignment of work, such dispute shall be governed by Article II, hereof.

2. The provisions of this Agreement specifically prohibit the use of labor contractors who as a subcontractor furnish workers to perform jobsite work covered by this Agreement, except where the labor contractor is signatory to this Agreement.

ARTICLE VI Foreman

1. 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. When three (3) or more members of the Union are employed, one (1) shall act as working and receive the foreman's rate of pay.

2. Any Carpenter employed in a supervisory capacity and required to act in a dual capacity of Carpenter Foreman and Superintendent will be covered under terms of this Agreement.

ARTICLE VII Apprentices

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

(a) Based on total employment, suitably distributed, the Employer shall employ apprentices in a ratio of one (1) apprentice to each six (6) journeymen. If an Employer 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 (2) consecutive working days. Any employee that comes through the Helmets to Hardhats Program will be recognized as an Apprentice for purposes of calculating the Apprentice-Journeyman Ratio.

2. **Payment for School Day.** The Employer shall pay the Apprentice for attending classes on a regular attendance day, a sum equal to a full day's pay; however, should the Apprentice absent himself from the job, 10% per day missed will be deducted from payment for school day. Days missed due to weather or other acts by the Employer out of the Apprentice's control will not penalize that Apprentice for the 10% pay for each day falling in this category. 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.

(a) 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.

(b) An accepted applicant may be permitted employment on the jobsite 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.

If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday and if work is performed the rate shall be double time.

- (a) If a holiday is celebrated on Friday or Monday, four 10hour straight time weekdays may be worked during the calendar week in which a holiday is celebrated to enable Carpenters to have a 3day weekend. In addition, the Employer may choose to work four 10-hour, straight time weekdays during the week preceding or following this holiday week, to enable Carpenters to have a 4day week-end. Jobs which have worked overtime on a regular basis within two weeks of the holiday may not change the workweek in accordance with this Paragraph. Notice must be given to the Union at least 5 work days before the first 410 day is worked.

7. **Travel.** When an employee agrees to be sent out of the territorial jurisdiction of the Union by the Employer he shall receive all authorized expenses and either the scale or wages in the locality or in this Agreement, whichever is higher.

8. **Coffee Break.** Where all crafts employed on the job site agree, the following coffee break schedule shall apply. Each employee shall be allowed to take a 20 minute coffee break near their work station during the first four (4) hour work period. If an employee is requested to work ten (10) hours or more, an additional 10 minute coffee break shall be provided during the ninth hour of work time for all employees. During the time period of June 1st through August 31st, Carpenters working on outdoor projects only may be permitted a ten (10) minute coffee break near their work station during the first four (4) hour work period and once during the second four (4) hour work period. The specific times of all breaks shall be determined by the Employer and need not be at the same time for all employees.

This Coffee Break schedule shall only apply to the Carpenters if all other crafts employed on the job site agree to this beverage break schedule.

ARTICLE IX Wage and Fringe Benefit Contributions

The gross wage shown in these schedules includes required payments for Wages, Vacation and Holiday, Insurance, Pension and Dues Assessment contributions. Failure to pay the Base Wage and the funded fringe benefit contributions when due is payment of less than the Gross Wage and shall constitute a status of delinquency and a violation of this Agreement. The Union shall withhold its members from Employers who are thus in violation: In the event any Employer is delinquent in the payment of Wages or his contributions to the Insurance, Pension, Vacation and Holiday, Apprenticeship, Dues Assessment or Labor Management Productivity and Training Funds, the Union, after giving the Employer and the Association twenty-four (24) hours notice (excluding Saturday, Sunday and Holidays) by certified mail or telegram, of such delinquency, shall have the right to take strike action against such Employer, notwithstanding any other provision of this Agreement.

Zone 1
Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

CARPENTER JOURNEYMAN RATES – ZONE 1

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|---|-----------------------|-----------------------|-----------------------|
| *Base Wage | \$29.41 | \$31.37 | \$33.61 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |

| | | | |
|--|-----------------|-----------------|-----------------|
| Pension 48.83% of Base Wage (F) | 14.36 | 15.32 | 16.41 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.48</u> | <u>1.58</u> | <u>1.69</u> |
| Gross Wage | <u>\$ 52.75</u> | <u>\$ 55.77</u> | <u>\$ 59.21</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.05</u> | <u>.05</u> | <u>.05</u> |
| TOTAL | <u>\$ 53.16</u> | <u>\$ 56.18</u> | <u>\$ 59.62</u> |
| Vacation Holiday pay froze effective October 1 st , 2006. | | | |
| Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the Base Wage as stated above (currently 4.00%). | | | |
| *Denotes Taxable Items (F) - Funded | | | |

CARPENTER FOREMAN RATES – ZONE 1

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|---|-----------------------|-----------------------|-----------------------|
| *Base Wage | \$30.80 | \$32.85 | \$35.20 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 15.04 | 16.04 | 17.19 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.55</u> | <u>1.65</u> | <u>1.77</u> |
| Gross Wage | <u>\$ 54.89</u> | <u>\$ 58.04</u> | <u>\$ 61.66</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.05</u> | <u>.05</u> | <u>.05</u> |
| TOTAL | <u>\$ 55.30</u> | <u>\$ 58.45</u> | <u>\$ 62.07</u> |

CARPENTERS LAYOUT MAN RATES – ZONE 1

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|---|------------------------|------------------------|------------------------|
| *Base Wage | \$30.52 | \$32.55 | \$34.88 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.90 | 15.89 | 17.03 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.54</u> | <u>1.64</u> | <u>1.75</u> |
| Gross Wage | <u>\$ 54.46</u> | <u>\$ 57.58</u> | <u>\$ 61.16</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.05</u> | <u>.05</u> | <u>.05</u> |
| TOTAL | <u>\$ 54.87</u> | <u>\$ 57.99</u> | <u>\$ 61.57</u> |

Vacation Holiday pay froze effective October 1st, 2006.

Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues is included in the Base Wage as stated above (currently 4.00%).

*Denotes Taxable Items (F) - Funded

Zone 2

Sanilac and Washtenaw Counties, and in Livingston County the townships of
Brighton, Deerfield, Geona, Green Oak, Hamburg, Hartland,
Oceola, Putnam, Tyrone and Unadilla.

CARPENTERS JOURNEYMAN RATES – ZONE 2

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|---|-----------------------|-----------------------|-----------------------|
| *Base Wage | \$29.19 | \$31.14 | \$33.36 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |

| | | | |
|---------------------------------------|-----------------|-----------------|-----------------|
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.25 | 15.21 | 16.29 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.47</u> | <u>1.57</u> | <u>1.68</u> |
| Gross Wage | <u>\$ 52.41</u> | <u>\$ 55.42</u> | <u>\$ 58.83</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.05</u> | <u>.05</u> | <u>.05</u> |
| TOTAL | <u>\$52.82</u> | <u>55.83</u> | <u>59.24</u> |

CARPENTER FOREMAN RATES – ZONE 2

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|---|-----------------------|-----------------------|-----------------------|
| *Base Wage | \$30.58 | \$32.62 | \$34.95 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.93 | 15.93 | 17.07 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.54</u> | <u>1.64</u> | <u>1.76</u> |
| Gross Wage | <u>\$ 54.55</u> | <u>\$ 57.69</u> | <u>\$ 61.28</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.05</u> | <u>.05</u> | <u>.05</u> |
| TOTAL | <u>\$ 54.96</u> | <u>\$ 58.10</u> | <u>\$ 61.69</u> |

Vacation Holiday pay froze effective October 1st, 2006.

Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues is included in the Base Wage as stated above (4.00%).

*Denotes Taxable Items (F) – Funded

CARPENTER LAYOUT MAN RATES – ZONE 2

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|---|-----------------------|-----------------------|-----------------------|
| *Base Wage | \$30.30 | \$32.32 | \$34.63 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.80 | 15.78 | 16.91 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.52</u> | <u>1.63</u> | <u>1.74</u> |
| Gross Wage | <u>\$ 54.12</u> | <u>\$ 57.23</u> | <u>\$ 60.78</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.05</u> | <u>.05</u> | <u>.05</u> |
| TOTAL | <u>\$ 54.53</u> | <u>\$ 57.64</u> | <u>\$ 61.19</u> |

Vacation Holiday pay froze effective October 1st, 2006.

Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues is included in the Base Wage as stated above (currently 4.00%).

*Denotes Taxable Items (F) – Funded

LIGHT COMMERCIAL WAGE RATE

The Light Commercial wage rate shall apply to the following:

- Economy hotels, motels 3 stories and under
- Funeral homes
- Stand-alone restaurants, gas stations, bars and nightclubs
- One-story privately owned medical or dental facilities
- Apartments and Condos 3 stories and under
- Senior Centers, Nursing Homes and Assisted Living Residences 3 stories and under
- Wood frame office buildings 3 stories and under
- Privately funded K-12 school buildings which are not owned or operated or otherwise overseen by public school boards

The Light Commercial wage rate shall NOT apply to any work covered by the following:

- National Maintenance Agreements
- General President's Agreements
- Project Labor Agreements
- Prevailing Wage/Davis Bacon Law
- Concrete Tilt Up Wall
- Student Housing over 3 stories

EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2012

| | |
|-----------------------------------|-------------|
| *Base Wage | \$23.15 |
| *Special Assessment Building Fund | 0.10 |
| Health & Welfare | 5.00 |
| Pension | 4.19 |
| Annuity Fund | 0.10 |
| LMPT Fund | 0.10 |
| Apprentice Fund | 0.21 |
| Industry Advancement Fund | 0.15 |
| UBC Fund | <u>0.15</u> |
| TOTAL PACKAGE | \$33.15 |

*Denotes Taxable Items

If the multi-family rate is adjusted, the above rate shall be adjusted accordingly.

Prevailing Wage Work: The Employer can pay the most recently published prevailing wage rates in counties where the MRCC contract prevails. Such rates will automatically be set at the applicable prevailing wage rate as they are published by the Federal Government, or the State of Michigan so long as they maintain and publish such rates. The foregoing shall not apply in counties in which the MRCC Carpenters' wage rate does not prevail.

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2013 THROUGH
MAY 31, 2014

JOURNEYMAN

Effective June 1, 2013 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 1, 2013 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN, LAYOUT MAN & LIGHT COMMERCIAL

The Carpenter Foreman and Layout Man wage rate effective June 1, 2013 will be issued as a supplement to this Agreement.

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2014 THROUGH
MAY 31, 2015

JOURNEYMAN

Effective June 1, 2014 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 1, 2014 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN LAYOUT MAN and LIGHT COMMERCIAL

The Carpenter Foreman and Layout Man wage rate effective June 1, 2014 will be issued as a supplement to this Agreement.

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2015 THROUGH
MAY 31, 2016

JOURNEYMAN

Effective June 1, 2015 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 1, 2015 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN LAYOUT MAN & LIGHT COMMERCIAL

The Carpenter Foreman and Layout Man wage rate effective June 1, 2015 will be issued as a supplement to this Agreement.

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2016 THROUGH MAY 31, 2017

JOURNEYMAN

Effective June 1, 2016 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 1, 2016 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN LAYOUT MAN & LIGHT COMMERCIAL

The Carpenter Foreman and Layout Man wage rate effective June 1, 2016 will be issued as a supplement to this Agreement.

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2017 THROUGH MAY 31, 2018

JOURNEYMAN

Effective June 1, 2017 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 1, 2017 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN LAYOUT MAN & LIGHT COMMERCIAL

The Carpenter Foreman and Layout Man wage rate effective June 1, 2017 will be issued as a supplement to this Agreement.

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2018 THROUGH MAY 31, 2019

JOURNEYMAN

Effective June 1, 2018 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 1, 2018 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN LAYOUT MAN & LIGHT COMMERCIAL

The Carpenter Foreman and Layout Man wage rate effective June 1, 2018 will be issued as a supplement to this Agreement.

During the term of this Agreement, the Union will reallocate money from the schedule of wages to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same; at the time same shall take effect.

| ZONE 1 Macomb, Monroe, Oakland, St. Clair and Wayne Counties. CARPENTER APPRENTICES (June 1, 2012 – May 31, 2013) | | | | | | | | | | | | | |
|--|---------|---------------|--------------------|--------------|-------------|----------------|------------------|---------------|------|----------------|------|-----|-------|
| FIRST SHIFT | | | | | | | | | | | | | |
| | *Base | *Spec Asmt | *UBC Per Cap | UBC Train | *** Ins. | Pen. 48.83% | Annuity 5.03% | Gross Wage | Appr | Appr. Reimb | LMPT | IAF | Total |
| 1st 6 mo (55%) | \$16.18 | .30 | .05 | .10 | 7.05 | 7.90 | 0.81 | 32.39 | .17 | .12 | .07 | .05 | 32.80 |
| 2d 6 mo (55%) | \$16.18 | .30 | .05 | .10 | 7.05 | 7.90 | 0.81 | 32.39 | .17 | .12 | .07 | .05 | 32.80 |

| | | | | | | | | | | | | | |
|-------------------|---------|-----|-----|-----|------|-------|------|-------|-----|-----|-----|-----|-------|
| 3d 6 mo (60%) | \$17.65 | .30 | .05 | .10 | 7.05 | 8.62 | 0.89 | 34.66 | .17 | .12 | .07 | .05 | 35.07 |
| 4th 6 mo (65%) | \$19.12 | .30 | .05 | .10 | 7.05 | 9.34 | 0.96 | 36.92 | .17 | .12 | .07 | .05 | 37.33 |
| 5th 6 mo (70%) | \$20.59 | .30 | .05 | .10 | 7.05 | 10.05 | 1.04 | 39.18 | .17 | .12 | .07 | .05 | 39.59 |
| 6th 6 mo (75%) | \$22.06 | .30 | .05 | .10 | 7.05 | 10.77 | 1.11 | 41.44 | .17 | .12 | .07 | .05 | 41.85 |
| 7th 6 mo (80%) | \$23.53 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.70 | .17 | .12 | .07 | .05 | 44.11 |
| 8th 6mo (85%) | \$25.00 | .30 | .05 | .10 | 7.05 | 12.21 | 1.26 | 45.97 | .17 | .12 | .07 | .05 | 46.38 |
| SECOND SHIFT | | | | | | | | | | | | | |

| | *Base | *Spec Asmt | *UBC Per Cap | UBC Train | *** Ins. | Pen. 48.83% | Annuity 5.03% | Gross Wage | Appr | Appr. Reim | LMPT | IAF | Total |
|--|-------|---------------|--------------------|--------------|-------------|----------------|------------------|---------------|------|---------------|------|-----|-------|
|--|-------|---------------|--------------------|--------------|-------------|----------------|------------------|---------------|------|---------------|------|-----|-------|

| | | | | | | | | | | | | | |
|-------------------|---------|-----|-----|-----|------|-------|------|-------|-----|-----|-----|-----|-------|
| 1st 6 mo (55%) | \$17.25 | .30 | .05 | .10 | 7.05 | 8.42 | 0.87 | 34.04 | .17 | .12 | .07 | .05 | 34.45 |
| 2d 6 mo (55%) | \$17.25 | .30 | .05 | .10 | 7.05 | 8.42 | 0.81 | 34.04 | .17 | .12 | .07 | .05 | 34.45 |
| 3d 6 mo (60%) | \$18.82 | .30 | .05 | .10 | 7.05 | 9.19 | 0.95 | 36.46 | .17 | .12 | .07 | .05 | 36.87 |
| 4th 6 mo (65%) | \$20.39 | .30 | .05 | .10 | 7.05 | 9.96 | 1.03 | 38.88 | .17 | .12 | .07 | .05 | 39.29 |
| 5th 6 mo (70%) | \$21.96 | .30 | .05 | .10 | 7.05 | 10.72 | 1.10 | 41.28 | .17 | .12 | .07 | .05 | 41.69 |
| 6th 6 mo (75%) | \$23.53 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.70 | .17 | .12 | .07 | .05 | 44.11 |
| 7th 6 mo (80%) | \$25.10 | .30 | .05 | .10 | 7.05 | 12.26 | 1.26 | 46.12 | .17 | .12 | .07 | .05 | 46.53 |
| 8th 6mo (85%) | \$26.66 | .30 | .05 | .10 | 7.05 | 13.02 | 1.34 | 48.52 | .17 | .12 | .07 | .05 | 48.93 |

THIRD SHIFT

| | *Base | *Spec Assmt | *UBC Per Cap | UBC Train | *** Ins. | Pen. 48.83 % | Annuity 5.03% | Gross Wage | Appr | Appr. Reimb | LMP T | IAF | Total |
|-------------------|---------|----------------|--------------------|--------------|-------------|--------------------|------------------|---------------|------|----------------|----------|-----|-------|
| 1st 6 mo (55%) | \$18.49 | .30 | .05 | .10 | 7.05 | 9.03 | 0.93 | 35.95 | .17 | .12 | .07 | .05 | 36.36 |
| 2d 6 mo (55%) | \$18.49 | .30 | .05 | .10 | 7.05 | 9.03 | 0.93 | 35.95 | .17 | .12 | .07 | .05 | 36.36 |
| 3d 6 mo (60%) | \$20.17 | .30 | .05 | .10 | 7.05 | 9.85 | 1.01 | 38.53 | .17 | .12 | .07 | .05 | 38.94 |
| 4th 6 mo (65%) | \$21.85 | .30 | .05 | .10 | 7.05 | 10.67 | 1.10 | 41.12 | .17 | .12 | .07 | .05 | 41.53 |
| 5th 6 mo (70%) | \$23.53 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.70 | .17 | .12 | .07 | .05 | 44.11 |
| 6th 6 mo (75%) | \$25.21 | .30 | .05 | .10 | 7.05 | 12.31 | 1.27 | 46.26 | .17 | .12 | .07 | .05 | 46.70 |
| 7th 6 mo (80%) | \$26.89 | .30 | .05 | .10 | 7.05 | 13.13 | 1.35 | 48.87 | .17 | .12 | .07 | .05 | 49.28 |
| 8th 6mo (85%) | \$28.57 | .30 | .05 | .10 | 7.05 | 13.95 | 1.44 | 51.46 | .17 | .12 | .07 | .05 | 51.87 |

*Taxable

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$.50 for the Health & Welfare Supplemental Fund.
Special Assessment of \$0.30 includes \$0.10 for the Building Fund.

Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage.
The amount of the dues deduction is included in the Base Wage as stated above (4.00%).

ZONE 2

Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak,
Hamburg, Hartland, Occeola, Putnam, Tyrone and Unadilla

CARPENTER APPRENTICES

(June 1, 2012 – May 31, 2013)

FIRST SHIFT

| | *Base | *Spec Asmt | *UBC Per Cap | UBC Train | *** Ins. | Pen. 48.83% | Annuity 5.03% | Gross Wage | Appr | Appr. Reim | LMPT | IAF | Total |
|--|-------|---------------|--------------------|--------------|-------------|----------------|------------------|---------------|------|---------------|------|-----|-------|
|--|-------|---------------|--------------------|--------------|-------------|----------------|------------------|---------------|------|---------------|------|-----|-------|

| | | | | | | | | | | | | | |
|-------------------|---------|-----|-----|-----|------|-------|------|-------|-----|-----|-----|-----|-------|
| 1st 6 mo (55%) | \$16.05 | .30 | .05 | .10 | 7.05 | 7.84 | 0.81 | 32.20 | .17 | .12 | .07 | .05 | 32.61 |
| 2d 6 mo (55%) | \$16.05 | .30 | .05 | .10 | 7.05 | 7.84 | 0.81 | 32.20 | .17 | .12 | .07 | .05 | 32.61 |
| 3d 6 mo (60%) | \$17.51 | .30 | .05 | .10 | 7.05 | 8.55 | 0.88 | 34.44 | .17 | .12 | .07 | .05 | 34.85 |
| 4th 6 mo (65%) | \$18.97 | .30 | .05 | .10 | 7.05 | 9.26 | 0.95 | 36.68 | .17 | .12 | .07 | .05 | 37.09 |
| 5th 6 mo (70%) | \$20.43 | .30 | .05 | .10 | 7.05 | 9.98 | 1.03 | 38.94 | .17 | .12 | .07 | .05 | 39.35 |
| 6th 6 mo (75%) | \$21.89 | .30 | .05 | .10 | 7.05 | 10.69 | 1.10 | 41.18 | .17 | .12 | .07 | .05 | 41.59 |
| 7th 6 mo (80%) | \$23.35 | .30 | .05 | .10 | 7.05 | 11.40 | 1.17 | 43.42 | .17 | .12 | .07 | .05 | 43.83 |
| 8th 6mo (85%) | \$24.81 | .30 | .05 | .10 | 7.05 | 12.11 | 1.25 | 45.67 | .17 | .12 | .07 | .05 | 46.08 |

SECOND SHIFT

| | *Base | *Spec Asmt | *UBC Per Cap | UBC Train | *** Ins. | Pen. 48.83% | Annuity 5.03% | Gross Wage | Appr | Appr. Reim | LMPT | IAF | Total |
|--|-------|---------------|--------------------|--------------|-------------|----------------|------------------|---------------|------|---------------|------|-----|-------|
|--|-------|---------------|--------------------|--------------|-------------|----------------|------------------|---------------|------|---------------|------|-----|-------|

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|-------------------|---------|-----|-----|-----|------|-------|------|-------|-----|-----|-----|-----|-------|
| 1st 6 mo (55%) | \$17.13 | .30 | .05 | .10 | 7.05 | 8.36 | 0.86 | 33.85 | .17 | .12 | .07 | .05 | 34.26 |
| 2d 6 mo (55%) | \$17.13 | .30 | .05 | .10 | 7.05 | 8.36 | 0.86 | 33.85 | .17 | .12 | .07 | .05 | 34.26 |
| 3d 6 mo (60%) | \$18.68 | .30 | .05 | .10 | 7.05 | 9.12 | 0.94 | 36.24 | .17 | .12 | .07 | .05 | 36.65 |
| 4th 6 mo (65%) | \$20.24 | .30 | .05 | .10 | 7.05 | 9.88 | 1.02 | 38.64 | .17 | .12 | .07 | .05 | 39.05 |
| 5th 6 mo (70%) | \$21.80 | .30 | .05 | .10 | 7.05 | 10.64 | 1.10 | 41.04 | .17 | .12 | .07 | .05 | 41.45 |

| | | | | | | | | | | | | | |
|-------------------|---------|-----|-----|-----|------|-------|------|-------|-----|-----|-----|-----|-------|
| 6th 6 mo (75%) | \$23.36 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.45 | .17 | .12 | .07 | .05 | 43.86 |
| 7th 6 mo (80%) | \$24.91 | .30 | .05 | .10 | 7.05 | 12.16 | 1.25 | 45.82 | .17 | .12 | .07 | .05 | 46.23 |
| 8th 6mo (85%) | \$26.47 | .30 | .05 | .10 | 7.05 | 12.93 | 1.33 | 48.23 | .17 | .12 | .07 | .05 | 48.64 |

THIRD SHIFT

| | *Base | *Spec Asmt | *UBC Per Cap | UBC Train | *** Ins. | Pen. 48.83 % | Annuity 5.03% | Gross Wage | Appr | Appr. Reim b | LMP T | IAF | Total |
|--|-------|---------------|--------------------|--------------|-------------|--------------------|------------------|---------------|------|--------------------|----------|-----|-------|
|--|-------|---------------|--------------------|--------------|-------------|--------------------|------------------|---------------|------|--------------------|----------|-----|-------|

| | | | | | | | | | | | | | |
|-------------------|---------|-----|-----|-----|------|-------|------|-------|-----|-----|-----|-----|-------|
| 1st 6 mo (55%) | \$18.35 | .30 | .05 | .10 | 7.05 | 8.96 | 0.92 | 35.73 | .17 | .12 | .07 | .05 | 36.14 |
| 2d 6 mo (55%) | \$18.35 | .30 | .05 | .10 | 7.05 | 8.96 | 0.92 | 35.73 | .17 | .12 | .07 | .05 | 36.14 |
| 3d 6 mo (60%) | \$20.02 | .30 | .05 | .10 | 7.05 | 9.78 | 1.01 | 38.31 | .17 | .12 | .07 | .05 | 38.72 |
| 4th 6 mo (65%) | \$21.68 | .30 | .05 | .10 | 7.05 | 10.59 | 1.09 | 40.86 | .17 | .12 | .07 | .05 | 41.27 |
| 5th 6 mo (70%) | \$23.35 | .30 | .05 | .10 | 7.05 | 11.40 | 1.17 | 43.42 | .17 | .12 | .07 | .05 | 43.83 |
| 6th 6 mo (75%) | \$25.02 | .30 | .05 | .10 | 7.05 | 12.22 | 1.26 | 46.00 | .17 | .12 | .07 | .05 | 46.41 |
| 7th 6 mo (80%) | \$26.69 | .30 | .05 | .10 | 7.05 | 13.03 | 1.34 | 48.56 | .17 | .12 | .07 | .05 | 48.97 |
| 8th 6mo (85%) | \$28.36 | .30 | .05 | .10 | 7.05 | 13.85 | 1.43 | 51.14 | .17 | .12 | .07 | .05 | 51.55 |

*Taxable

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$.50 for the Health & Welfare Supplemental Fund.
Special Assessment of \$0.30 includes \$0.10 for the Building Fund.

Due Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage.
The amount of the dues deduction is included in the Base Wage as stated above (4.00%).

CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013
THROUGH MAY 31, 2014

Day Shift, 2nd Shift and 3rd Shift

Apprentice wage rates effective June 1, 2013 will be issued as a supplement to this Agreement.

CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014
THROUGH MAY 31, 2015

Day Shift, 2nd Shift and 3rd Shift

Apprentice wage rates effective June 1, 2014 will be issued as a supplement to this Agreement.

CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2015
THROUGH MAY 31, 2016

Day Shift, 2nd Shift and 3rd Shift

Apprentice wage rates effective June 1, 2015 will be issued as a supplement to this Agreement.

CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016
THROUGH MAY 31, 2017

Day Shift, 2nd Shift and 3rd Shift

Apprentice wage rates effective June 1, 2016 will be issued as a supplement to this Agreement.

CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2017
THROUGH MAY 31, 2018

Day Shift, 2nd Shift and 3rd Shift

Apprentice wage rates effective June 1, 2017 will be issued as a supplement to this Agreement.

CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2018
THROUGH MAY 31, 2019

Day Shift, 2nd Shift and 3rd Shift

Apprentice wage rates effective June 1, 2018 will be issued as a supplement to this Agreement.

During the term of this Agreement, the Union will reallocate money from the schedule of wages to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same; at the time same shall take effect.

EXPLANATION OF CONTRACTOR
TAXES FOR VACATION PAY AND SPECIAL ASSESSMENTS AS OF OCTOBER 1, 2006
WHEN VACATION PAY WAS ADDED TO BASE PAY.

To assist you in determining the proper manner in which Vacation Pay is to be computed and added to each Employee's paycheck as per Article IX of the Contract, the following example is offered as a guide:

John Doe worked 40 hours at the base wage of \$30.51 per hour, plus \$3.36 per hour Vacation Pay which would amount to \$33.87 per hour or \$1,354.80

| | |
|--|------------|
| Thus: Gross Earnings | \$1,354.80 |
| Special Assessment Fund (\$.20 x 40 hrs.) | 8.00 |
| Special Assessment Building Fund (\$.10 x 40 hrs.) | 4.00 |

| | |
|---|------------|
| These three items are added in order that the Vacation Pay (now in the base) and Special Assessment Funds can also be taxed | \$1,366.80 |
|---|------------|

| | |
|--|---------|
| Assuming that F.I.C.A. is \$95.00 and withholding tax is \$200.00 the combined total of taxes is \$295.00. Therefore, \$295.00 must be deducted for tax purposes | -295.00 |
|--|---------|

| | |
|--|------------|
| Now that taxes have been paid on the Vacation Pay and the two Special Assessment Funds, you must subtract the amount of the two Special Assessment Funds in order to send them to the fringe benefit fund depository | \$1,071.80 |
| | -12.00 |

| | |
|---|--------|
| You must also subtract the amount of the working dues (4% of \$1,345.80) and also send it to the fringe benefit fund depository | -54.19 |
|---|--------|

| | |
|---------------------|------------|
| Amount of Pay Check | \$1,005.61 |
|---------------------|------------|

2. **Health and Welfare.** The Employer shall pay the amount specified in Article IX, 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 (also referred to as Insurance) contribution is calculated on all hours worked.

3. **Pension.** The Employer shall pay the amount specified in Article IX for each employee covered by this Agreement to Carpenters Pension Trust Fund, Detroit and Vicinity, hereinafter called Pension Fund. The Pension contribution is calculated on all hours paid.

Effective the first full pay period on or after June 1, 2013, the Pension Fund contribution, to the extent legally permissible under the Rehabilitation/Funding Improvement Plan in effect under the Pension Protection Act of 2006, as amended, during the term of this Agreement, shall be made on the basis of hours worked---not paid. The determination as to the permissibility of converting the pension contribution shall be made by the Pension Fund's Board of Trustees.

4. **Annuity.** The Employer shall pay the amount specified in Article IX for each employee covered by this Agreement to Carpenters Annuity Fund, Detroit and Vicinity, hereinafter called Annuity Fund. The Annuity contribution is calculated on all hours paid.

Effective the first full pay period on or after June 1, 2013, the Annuity Fund contribution shall be made on the basis of hours worked---not paid.

5. **Apprenticeship and Training.** The Employer shall pay the amount specified in Article IX for 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 all hours worked.

6. **Industry Advancement Program.** An Employer performing work under the terms of this Agreement shall pay into the Industry Advancement Program (IAP) pay the amount specified in Article IX for all hours worked by each employee covered by this Agreement. Contributions shall be in accordance with the Supplemental Agreement hereto and on such forms as are supplied. These funds shall not be considered part of the Gross Wage. The IAP contribution is calculated on all hours worked. The Associations' Industry Advancement Program (IAP) amounts may be changed by the affected Association and Employers at their discretion on any anniversary date of the Agreement. IAP in the Independent Agreements shall be \$.15 per hour for contractors signing after the execution date of this Agreement.

7. This Agreement incorporates and the Employer hereby accepts and adopts the terms and conditions of the Plan and Trust documents of each Fringe Benefit Fund named in this Agreement, or that may hereinafter be so named, including all rules, regulations, policies, procedures and resolutions adopted by the Trustees of said Fringe Benefit Funds, as well as any amendments or modifications of same not inconsistent with the terms of this Agreement.

- (a) Contributions shall be paid by the last 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.
- (b) Each Employer 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 five percent (5%) on all contributions received between one and fifteen days after the due date and a payment of ten percent (10%) on all contributions received more than fifteen days after the due date. An additional two percent (2%) per month assessment will be imposed on contributions received more than sixty days late.

8. **Labor Management Productivity and Training Committee.** An Employer performing work under the terms of this Agreement shall pay the amount specified in Article IX for all hours worked by each employee covered by this Agreement. The Articles of Incorporation and Bylaws of the labor management Productivity and Training Committee filed with the State of Michigan on January 29, 1986, and amendments thereto, are hereby incorporated herein by reference.

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

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

ARTICLE X Guaranty Fund/Security Deposit

1. The parties have heretofore entered into an Agreement and Declaration of Trust establishing the CARPENTERS GUARANTY FUND, hereinafter called the Guaranty Fund, administered by a joint Committee of an equal number of Union Representatives and Representatives appointed by the various Associations. The Guaranty Fund shall receive the deposits required hereunder and hold, administer and disperse the same as provided in the trust agreement.

2. Each Employer covered by the terms of an Agreement with the Union will (a) deposit and maintain the Guaranty Fund such sum of money as shown in Paragraph 13 of Article XI which shall operate as security deposit and the terms and conditions of the Agreement, or (b) post a surety bond in such amount, issued by a bonding company licensed to do business in the State of Michigan, in a form acceptable to the Fringe Benefit Funds. As long as the Employer is represented by the Association, the guarantee of the Association that acts as its surety, as hereinafter provided shall be in lieu of a deposit or surety bond required by an individual Employer.

3. Each Association shall stand surety for the Employers it represents in the amount of \$25,000 for its members who are Employers in Good Standing and \$50,000 for its members who are New Employers or Delinquent Employers or provide a suitable bond in lieu thereof. Subject to the restriction and limitations provided herein the security deposit shall be used to (a) cover claims against fringe benefit funds, and (b) for up to two (2) weeks of uncollected wages paid by checks not honored by the bank on which drawn. The total liability shall not exceed the Security Deposit or surety bond, subject to the restrictions and limitations provided herein.

- (a) Each Association shall advise the Union and the Guaranty Fund in writing of the names, addresses and classifications of its members not covered by the security deposit of surety

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS



AGREEMENT

August 1, 2012 – July 31, 2022

Covering Residential Construction Between

THE MICHIGAN REGIONAL COUNCIL
OF CARPENTERS (MRCC)

AND

THE MICHIGAN CARPENTRY CONTRACTORS
ASSOCIATION, INC. (MCCA)
(WITH INDEPENDENT CONTRACTORS ADDENDUM)

AGREEMENT
AUGUST 1, 2012 – JULY 31, 2022
COVERING RESIDENTIAL CONSTRUCTION BETWEEN
THE MICHIGAN REGIONAL COUNCIL
OF CARPENTERS (MRCC)
AND
THE MICHIGAN CARPENTRY CONTRACTORS
ASSOCIATION, INC. (MCCA)
(WITH INDEPENDENT CONTRACTORS ADDENDUM)

AGREEMENT

This Agreement entered into between Michigan Regional Council of Carpenters (hereinafter referred to as the "MRCC" or the "Union", interchangeably) and Michigan Carpentry Contractors Association, Inc., (hereinafter referred to as the "MCCA" or the "Association", interchangeably) on behalf of its member Employers or those that may hereinafter adopt this Agreement (collectively the "Employer"), on August 1, 2012.

The current underlying Agreement, which was set to expire on July 31, 2015, is hereby amended effective March 22, 2013. The terms and conditions of the Amended Agreement are contained herein, and include an extension of the underlying Agreement, which shall now expire on July 31, 2022.

ARTICLE I EXCLUSIVE BARGAINING AND EMPLOYMENT

A. **Exclusive Representative.** The Employer Associations signatory to this Agreement, on behalf of its members, recognize the Union as the sole and exclusive collective bargaining agent for a majority of all persons employed as carpenters in the geographic area of the Union, as hereinafter defined. It is specifically agreed and understood that this Agreement exclusively governs the wages, terms and conditions of employment of all carpenters performing residential work (hereinafter defined), coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as the "UBC"), employed by an Employer or Contractor (hereinafter used interchangeably), regardless of whether such Employer is acting in the capacity of a prime or subcontractor.

B. **Portability.** It is hereby agreed that all Employers signatory to this Agreement shall have freedom of movement of manpower throughout the jurisdiction of the Union in the residential carpentry field.

C. **Jurisdiction.** This Agreement shall apply to residential work only as same is defined below:

1. **Geographic Jurisdiction.** This Agreement covers all residential construction in the geographic jurisdiction of the Union, which shall include the State of Michigan and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States, and which shall be divided into the following zones: The Detroit Zone (known as Zone 1), which encompasses the following counties: Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe, Washtenaw, Genessee, Lapeer, Livingston and the Townships of Brighton, Deerfield, Genoa and Hartland in Livingston County. All other counties shall be classified as Out-State Zones.
2. **Craft Jurisdiction.** This Agreement covers residential construction, which is a part of the Union's craft jurisdiction, as more particularly described in Addendum D. Residential construction is herein defined as all work in connection with: construction, alteration or repair of all residential units such as single dwellings, duplexes, condominiums, row houses, town houses and walk-up apartments, including, but not limited to the operation of equipment ancillary to such work,

MRCC _____

1

MCCA _____

such as sky tracks, cranes, man lifts and the like. This Agreement also covers free standing congregate living units and motels, funeral homes, restaurants, rest homes, and nursing homes up to three stories of residential-type construction. Any gray areas will be referred to a South East Michigan Area Residential Carpenter Labor Management Committee. Matters which cannot be resolved by the vote of the Committee shall be submitted to the Executive Secretary of the Union for final Labor Management resolution of the dispute. 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 three stories, and any work or a subdivision of the trade covered by another of the Union's collective bargaining agreements in effect on the date of this Agreement, such as resilient floor work or commercial construction.

3. **Agreement.** All Employers contracting for carpentry work shall have a written contract with the builder or contractor or owner. It is agreed that the builder may perform both rough and finish work on his jobs with his own forces and Employees, or he must perform such work by the use of a Prime Contractor or Subcontractor who must do both rough and finish carpentry. The builder relinquishes his option to perform carpentry of any nature once an Employer has begun the job except when a subcontractor defaults, the Union shall be notified. If the builder does not award a contract for both rough and trim carpentry at the same time he awards a contract for rough carpentry, the Employer will notify the Union of this fact in writing.

D. **Transferability.** This Agreement is by and between the MRCC and its affiliated Local Union No. 1234, as they presently exist, unaffiliated with any other labor organization, except the UBC. In the event that Local 1234 does not exist in its present form, this Agreement shall terminate. It is the intention of the parties that this Agreement will be implemented through the Residential Carpenters Local Union No. 1234 and will not be transferable to any other labor organization.

E. **Coverage.** It is agreed by the parties to this Agreement that if any Employer performs work which comes under the jurisdiction of the MRCC, but which is not covered under this Agreement, the party performing the work agrees to abide by and hereby adopts the Agreement between the Michigan Regional Council of Carpenters and Employers who regularly perform work of that nature, including such rules and regulations covering such work.

F. **Availability.** The Union agrees to furnish competent workers, if available, upon notification to the office of the Union, or any successor office, or authorized person or persons.

G. **Union Membership.** The parties agree that there shall be no discrimination in opportunities for employment because of age, race, color, creed, sex or national origin. The Employer agrees that in the employment of workers to perform the various classifications of labor required under this Agreement, he will not discriminate against applicants because of membership or non-membership in the Union. Each Employee shall, as a condition of employment, become and remain a member of the Union in good standing, as a condition of his employment, after the seventh calendar day after the beginning of his employment by an

Employer or Employers in the area covered by this Agreement, or seven days after the date of this Agreement, whichever is the later.

1. 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 less than seven days, then such shorter period of time shall immediately become operative under this Agreement notwithstanding the provisions of Section G above.
2. 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 grounds for believing that membership was denied or terminated for reasons other than failure of the Employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE II JURISDICTION

A. **Craft Jurisdiction.** This Agreement covers all Employees performing residential carpentry work coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America by determination of the National Joint Board for the Settlement of Jurisdictional Disputes, and by area practices in the area covered by this Agreement, which craft jurisdiction is more particularly described in Addendum D.

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

C. **Subcontracting.** The Employer agrees to provide the names of all known subcontractors on the specific project if required of the project superintendent by the Union representative. Such request may be made at the time of a pre-job conference.

ARTICLE III GENERAL PRINCIPLES

A. **Tools.** There shall be no restriction on the use of Employer-furnished tools, machinery, power equipment, mechanical equipment, or mechanical devices such as gin poles and all lifting equipment, except when, in the option of the Employee, it has become unsafe. There shall be no discrimination against an Employee who has claimed that such items indicated above have become unsafe.

D. **Holidays.** The holidays or days so celebrated, recognized by this Agreement and calling for overtime for any work performed are: New Year's Day, Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day and Labor Day. No work shall be done on Labor Day, except for protection of life or property. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday and if work is performed, the rate shall be double time.

E. **Shift Work.** Wages and working conditions will be negotiated between the Union and the Employer.

F. **Coffee Break.** Each Employee shall be allowed to take a coffee break near his work station once during the first four hours work period and once during the second four hour work period. The breaks will be allowed during the middle 60 minutes of the work periods at specific times determined by the Employer and need not be at the same time for all Employees.

ARTICLE V
WAGES AND FRINGE BENEFIT CONTRIBUTIONS
(SEE ADDENDUMS A AND B)

A. **Payments.** All wages paid for work performed in the Detroit Zone (Zone 1), fringe benefit contributions, dues and/or any other payments required hereunder shall be made in accordance with Addendums A and B, which is incorporated herein by reference. When work is performed outside of the Detroit Zone (Zone 1), in areas where non-union labor prevails, the South East Area Residential Carpenters Labor Management Committee shall meet to establish a competitive rate of wages and fringe benefit contributions. 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 in accordance with Addendums A and B, 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, FICA, income tax and all benefits withheld; company name, address, hours worked and the Employee's name. No more than one week's pay shall be held back.

B. **Prevailing Wage Work.** All prevailing wage jobs will be paid at the Commercial Rate, as set forth in Addendum E.

C. **Late Checks.** 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 hour's pay, at straight time, for each hour he is required to wait for his check, up to a maximum additional payment of eight hours' pay. Additional pay shall not be required if the Employer was prevented from issuing checks by strikes, civil disorder, severe weather or other casualty beyond the control of the Employer.

D. **Termination Pay.** An Employee who is not fully compensated at the time of termination, or if the check is not mailed within 24 hours (excluding Saturdays, Sundays and Holidays), shall receive an additional two hours pay for each 24 hours waiting time.

E. **Health and Welfare.** The Employer shall pay, commencing on the effective date of this Agreement, the amount set forth in Addendums A and B for all hours worked by each Employee covered by this Agreement to the Michigan Regional Council of Carpenters Employee Benefits Fund, (hereinafter referred to as the "Health and Welfare Fund"). These contributions shall be computed for all paid hours without regard to whether the Employee was working for straight time or for overtime. The Health and Welfare Fund shall be administered by a joint group of Trustees with equal representation by the Union and the Employers.

F. **Pension.** The Employer shall pay, commencing on the effective date of this Agreement, the applicable percentage as set forth in Addendums A and B of the actual hourly rate (but not less than the minimum base wage) of each Employee covered by this Agreement to the Detroit Carpenters Pension Fund. The Pension Fund shall be administered by a joint group of Trustees with equal representation by the Union and the Employers.

G. **Michigan Regional Council of Carpenters Annuity Fund.** The parties hereto have established the Michigan Regional Council of Carpenters Annuity Fund pursuant to a Trust Agreement dated as of the 1st day of June, 1995, which Trust is hereby made a part of the Agreement. Said Pension Fund is financed through contributions of all Employers signatory to this Agreement. All Employers who are either members of the Association or who are independent contractors and are signatory to this Agreement, shall make contributions to said Pension Fund in the amount set forth in Addendums A and B for all hours worked by each Employee covered by this Agreement, without regard to whether the Employee was working for straight time or overtime. The Pension Fund shall have the authority to collect delinquencies from any Association member or any independent Employer signatory to this Agreement as provided for in the Trust Agreement. The Michigan Regional Council of Carpenters Annuity Fund shall be administered by a joint Board of Trustees consisting of equal Union and Employer representatives

H. **Apprenticeship and Training.** The Employer shall pay the amount set forth in Addendums A and B for all hours worked by each Employee covered by this Agreement to the Detroit Carpenters Joint Apprenticeship and Training Trust Fund, (hereinafter referred to as Apprenticeship Fund"). The Association and Local No. 1234 reserve the right to establish an apprenticeship training program. The apprenticeship training program will be financed through a fund into which Employers signatory to this Agreement shall make contributions as specified in the paragraph above. The Apprenticeship Fund shall be administered by a joint group of Trustees with equal representation by the Union and the Employers.

I. **Industry-Wide Steward** - The parties agree to establish an industry-wide steward to be appointed under the following conditions:

1. The Union shall appoint an industry-wide steward during the term of this Agreement.
2. The Steward's job is to report any failure to abide by the terms of this Agreement by any Association member company, or any other Employer who is signatory to the conditions of this Agreement.

services of covered Employees from any Employer who is in default of its fringe benefit payments as herein required.

ARTICLE IX WORKERS COMPENSATION - UNEMPLOYMENT

A. **Workers Compensation.** Employers shall provide Michigan workers' compensation insurance for all carpenters employed hereunder and shall regardless of the number of workers employed, become a subject Employer under the Michigan Employment Security Act and shall exhibit proof of such coverage to the Union.

B. **Unemployment.** Employers shall maintain Michigan unemployment compensation coverage for all Employees covered by this Agreement, during its term.

ARTICLE X EQUAL TREATMENT

A. **Equal Treatment.** The Union shall not knowingly permit its members to work for any Employer who does not have an Agreement with the Union. If the Union knowingly allows its members to work for any Employer who does not have an Agreement with the Union or an Employer who the Union knows is in violation of his Agreement, then the Union agrees that any member of the Association shall have the right to bid work where the violation is occurring under the same conditions that the Employer who is violating the contract which he is working under; such as paying under scale, working overtime at straight time, piece or lump working, or any conditions that put the contract violator in a better competitive position than the Association members.

B. **Favored Nation Clause.** If the Union knowingly shall furnish Employees to an Employer in the geographical area 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 more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.

C. **Subcontracting.** Should an Employer covered by this Agreement become a subcontractor engaged in work for others covered by another current existing Agreement with the Union, then that Employer shall be required to comply with such Agreement covering such work. If there is a question on the status of an Employer, such questions shall be submitted to the Joint Grievance Board for determination.

D. **Violations.** Any violation of this Article may be submitted to the Grievance Procedure under Article VIII hereof.

2. The Union agrees that it will not hold any Employer liable for any acts of the agents of said Employer not authorized by said Employer. The Employer agrees that he will, on written request by the Union, notify the Union within 24 hours after receipt of said request at the office of said Employer, whether or not the act of the Employer's agent so complained of by the Union was authorized, and if not authorized, the Employer agrees that he will take immediate steps to rectify the situation complained of.

ARTICLE XIV MISCELLANEOUS

- A. **Scope of Agreement.** This Agreement covers the entire understanding between the parties hereto governing the employment of carpenters and the maintenance of Employer-Employee relationships. All provisions not covered by this Agreement must be negotiated between the parties.
- B. **Construction.** In the construction of this Agreement, the masculine shall include the feminine and singular, the plural, in all cases where such meanings would be appropriate.
- C. **Reopening.** The parties will endeavor to meet and discuss open issues in an effort to resolve same at least 9 (nine) months prior to the August 1 expiration date of this Agreement.

ARTICLE XV SUB-CONTRACTING

- A. **Subcontracting.** The Employer agrees not to sub-contract or sublet any work covered by this Agreement and to be performed at the site of construction to any person, firm or corporation not having a collective bargaining agreement with the Union.
- B. **Liability.** When an Employer sub-contracts or sublets work to be done at the site of construction to any person, firm, corporation not having a current collective bargaining agreement with the Union, he shall pay to the FACT Fund an amount equal to the wages which would have been earned by carpenters Employees, had the Employer not sub-contracted the work to the person, firm or corporation not having a collective bargaining agreement with the Union.

ARTICLE XVI DURATION AND TERMINATION

This Agreement shall become effective on August 1, 2012, and continue in effect until July 31, 2022, and thereafter shall be automatically renewed from year to year unless either party hereto shall notify the other party, in writing; at least sixty (60) but no more than ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party. If no timely notice is given, the automatic renewal of this Agreement shall extend its term for the aforesaid period(s).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

MICHIGAN CARPENTRY CONTRACTORS ASSOCIATION

Boyd Harris, President

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

Michael J. Jackson, Sr., Executive Secretary/Treasurer

ADDENDUM A
WAGE AND FRINGE BENEFIT RATES ADDENDUM
TO THE 2012-2022 RESIDENTIAL CARPENTERS AGREEMENT BETWEEN
MRCC AND MCCA

EFFECTIVE August 1, 2012 – JULY 31, 2015

DETROIT ZONE (ZONE 1). Detroit Zone (Zone 1) rates apply to the counties of Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe, Washtenaw, Genessee, Lapeer and the Townships of Brighton, Deerfield, Genoa and Hartland in Livingston County.

| ZONE 1 | JOURNEYM AN CARPENTE R | LAYOUT MAN & FOREMAN | 1ST YEAR APPRENTI CE (50%) | 2ND YEAR APPRENTI CE (63%) | 3RD YEAR APPRENTI CE (73%) | 4TH YEAR APPRENTICE (83%) |
|--|---|---|---|---|---|--|
| MULTI FAMILY - CONDOMINIUM RATES ** | | | | | | |
| Base Wage* | \$ 23.15 | \$ 24.07 | \$ 11.58 | \$ 14.58 | \$ 16.90 | \$ 19.21 |
| Special Assessment Bldg. Fund* | .10 | .10 | .10 | .10 | .10 | .10 |
| Health and Welfare | 5.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 |
| Pension (18.10%) | 4.19 | 4.36 | 2.10 | 2.64 | 3.06 | 3.48 |
| Annuity Fund | .10 | .10 | .10 | .10 | .10 | .10 |
| SUBTOTAL | \$ 32.54 | \$ 33.63 | \$ 18.88 | \$ 22.42 | \$ 25.16 | \$ 27.89 |
| Steward Fund | .10 | .10 | .10 | .10 | .10 | .10 |
| Apprenticeship | .16 | .16 | .16 | .16 | .16 | .16 |
| Fund | .20 | .20 | .20 | .20 | .20 | .20 |
| Industry | .15 | .15 | .15 | .15 | .15 | .15 |
| Advancement | \$ 33.15 | \$ 34.24 | \$19.49 | \$ 23.03 | \$ 25.77 | \$ 28.50 |
| UBC Funds | | | | | | |
| Total Package*** | | | | | | |

SINGLE FAMILY AND DETACHED CONDOMINIUM RATES

| | | | | | | |
|-----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Current Base* | \$ 20.72 | \$ 24.07 | \$10.36 | \$13.05 | \$15.13 | \$ 17.20 |
| Special Assessment Bldg. Fund* | .10 | .10 | .10 | .10 | .10 | .10 |
| Fringe Benefits | | | | | | |
| Health and Welfare | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$5.00 | \$ 5.00 | \$ 5.00 |
| Pension (18.10%) | 3.75 | 4.36 | 1.88 | 2.36 | 2.74 | 3.11 |
| Annuity Fund | .10 | .10 | .10 | .10 | .10 | .10 |
| SUBTOTAL | \$ 29.67 | \$ 33.63 | \$ 17.44 | \$ 20.61 | \$ 23.07 | \$ 25.51 |
| Steward Fund | .10 | .10 | .10 | .10 | .10 | .10 |
| Apprenticeship | .16 | .16 | .16 | .16 | .16 | .16 |
| Fund | .20 | .20 | .20 | .20 | .20 | .20 |
| Industry | .15 | .15 | .15 | .15 | .15 | .15 |
| Advancement | \$ 30.28 | \$ 34.24 | \$ 18.05 | \$21.22 | \$23.68 | \$ 26.12 |
| UBC Funds | | | | | | |
| Total Package*** | | | | | | |

Dues Deduction - 4% of base wage shall be deducted from each employee's pay. The amount of the dues deduction is in the wage as stated above.

** Multi-family housing rates include structures intended for occupancy by more than one family, such as duplexes, apartment-type structures, and non-detached condominium units in structures of more than one living unit that do not meet the single-family housing definition.

***Total Package does not include \$.25 per hour contribution to the Guaranty Fund when required. Effective first pay period on or after August 1, 2013, the Employer(s) agree to increase the gross compensation package of Journeyman Carpenter by an additional one dollar and 00/100 (\$1.00) per hour, with other classifications to be increased on a pro-rata basis. Effective the first pay period on or after August 1, 2014, the Employer(s) agree to increase the gross compensation package of Journeyman Carpenter by an additional one dollar and 25/100 (\$1.25) per hour, with other classifications to be increased on a pro-rata basis. This sum shall be allocated to wages and other existing Funds as may be determined by the Union membership. The Employer shall be notified of the allocation within a reasonable time period from the date the allocation is determined by the membership.

Limited Reopener. The parties agree that the Underlying Agreement, as hereby extended, shall be subject to a limited reopener on August 1, 2015, solely for the purpose of renegotiating the wage and fringe benefit package of the Underlying Agreement. Any such limited reopener is not intended by the parties to constitute an extension or renewal of the Underlying Agreement, nor a new agreement, contract, understanding or practice, which in any way limits the ability of the Underlying Agreement, as hereby extended, from being grandfathered in under the terms of the aforesaid statute. To the full extent necessary in order to preserve the grandfathered status of the Underlying Agreement, as hereby extended, the parties agree that any and all terms agreed to during said limited reopener shall be treated as a freestanding settlement, separate and distinct from the Underlying Agreement, as hereby extended

ADDENDUM B
RESIDENTIAL ROOFING & SIDING ADDENDUM TO THE
2012-2022 RESIDENTIAL CARPENTERS AGREEMENT
BETWEEN MRCC AND MCCA

EFFECTIVE THE FIRST FULL PAY PERIOD FROM August 1, 2012 to JULY 31, 2015

This Addendum covers the installation of all roofing materials, such as asphalt and fiberglass roof shingles, as well as aluminum, vinyl and similar siding in residential construction.

1. ROOFING

A. **ROOFING INSTALLATION - NEW CONSTRUCTION.** Journeymen residential carpenters performing roofing work under this Agreement may be compensated on a per square basis, notwithstanding the wage rate provisions of the underlying Agreement.

| TYPE OF WORK | JOURNEYMAN BASE WAGE | FRINGE BENEFIT HOURS |
|--|---|--|
| 7/12 Pitch and Under | \$24.64 per square of roofing shingles. | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1.2 fringe hours per square. |
| 8/12 Pitch - 12/12 Pitch | \$29.64 per square of roofing shingles. | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1.2 fringe hours per square. |
| 13/12 Pitch or Greater | \$34.64 per square of roofing shingles. | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1.2 fringe hours per square. |
| Notwithstanding the above, for 2 ½ story buildings, the Journeyman Base Wage will be increased by \$2.00 per square; for 3 story buildings, the Journeyman Base Wage will be increased by \$4.00 per square. Ice, water shield and 90# tarpaper are included in square price. No extras apply. 60% of a building's pitch will determine rate of pay for the entire building. | | |

B. **ROOFING TEAR OFF.** Journeymen residential carpenters performing roofing tear off work under this Agreement may be compensated on a per square basis, notwithstanding the wage rate provisions of the underlying Agreement.

| TYPE OF WORK | JOURNEYMAN BASE WAGE | FRINGE BENEFIT HOURS |
|------------------------------|---|--|
| 1-Layer tear-off (any pitch) | \$18.80 per square of roofing shingles | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 2 fringe hours per square. |
| 2-Layer tear-off (any pitch) | \$23.80 per square of roofing shingles | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 2 fringe hours per square. |
| 3-Layer tear-off (any pitch) | 2. \$28.80 per square of roofing shingles | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 2 fringe hours per square. |

C. **SHEETING REMOVAL.** In addition to the Base Wage set forth herein, an Employee who installs or removes 4x8 plywood will be paid an additional \$5.00 per 4x8 sheet; an Employee who installs or removes 1x6 wood planking will be paid an additional \$.75 per linear foot.

2. **SIDING.** It is agreed that the application of aluminum, vinyl, and similar siding in residential construction shall be compensated on the basis of a square of siding materials installed.

| WOOD FRAMED STRUCTURES | | |
|--|----------------------|--|
| TYPE OF WORK | JOURNEYMAN BASE WAGE | FRINGE BENEFIT HOURS |
| Basic Siding | \$44.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions |
| Detailed Siding | \$64.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions |
| Soffits | \$69.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Coil (facia) | \$88.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Notwithstanding the above, for 3 story buildings or taller, the Journeyman Base Wage Rate will be increased by \$15.00 per square. | | |
| STEEL FRAMED STRUCTURES | | |
| TYPE OF WORK | JOURNEYMAN BASE WAGE | FRINGE BENEFIT HOURS |
| Basic Siding | \$64.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Detailed Siding | \$84.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Soffits | \$109.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Coil (facia) | \$109.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Notwithstanding the above, for 3 story buildings or taller, the Journeyman Base Wage will be increased by \$15.00 per square. | | |

3. **RATES:**

a. **HELPER:**

| | |
|------------------|---------|
| Base Rate of Pay | \$12.60 |
| Health Care | \$ 5.00 |
| Pension | 13.77% |
| Annuity Fund | \$ 0.10 |
| Working Dues | 4% |
| IAF | \$ 0.20 |

b. **ROOFING AND SIDING FRINGE BENEFITS**

Paid into the following Funds only:

| | |
|--------------|---------|
| Health Care | \$ 5.00 |
| Pension | 13.77% |
| Annuity Fund | \$ 0.10 |
| Working Dues | 4% |
| IAF | \$ 0.20 |

*The above Fringe Benefits are based on 1.2 hours for roofing, and 2.0 fringe hours for siding work.

c. **NEW HIRES.** New Hires will be paid full health and welfare benefits at all times. A New Hire will receive no other benefits until he exceeds six (6) months of employment at which time he will receive all other benefits available and these benefits will be retroactive to his date of hire. The Employer can make the New Hire or Apprentice a journeyman at any time, at which time he will begin to receive journeyman wages and fringe benefits. The Employer must make the New Hire or Apprentice a journeyman carpenter at the end of one year, or discharge him.

d. **LIMITED REOPENER.** The parties agree that the Underlying Agreement, as hereby extended, shall be subject to a limited reopener on August 1, 2015, solely for the purpose of renegotiating the wage and fringe benefit package of the Underlying Agreement. Any such limited reopener is not intended by the parties to constitute an extension or renewal of the Underlying Agreement, nor a new agreement, contract, understanding or practice, which in any way limits the ability of the Underlying Agreement, as hereby extended, from being grandfathered in under the terms of the aforesaid statute. To the full extent necessary in order to preserve the grandfathered status of the Underlying Agreement, as hereby extended, the parties agree that any and all terms agreed to during said limited reopener shall be treated as a freestanding settlement, separate and distinct from the Underlying Agreement, as hereby extended

4. **CONDITIONS.** Due to weather conditions, the carpenter Employees covered under this Agreement will have flexibility concerning the starting and quitting times.

Except as herein modified, the underlying Agreement between the MRCC and MCCA shall apply. This Addendum expires at the same time as the underlying Agreement, and can be modified as therein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

MICHIGAN CARPENTRY CONTRACTORS ASSOCIATION, INC. (MCCA)
Boyd Harris, President

MICHIGAN REGIONAL COUNCIL OF CARPENTERS (MRCC)
Michael J. Jackson, Sr., Executive Secretary/Treasurer

ADDENDUM E
COMMERCIAL WAGE AND FRINGE BENEFIT RATES ADDENDUM
TO THE 2012-2022 RESIDENTIAL CARPENTERS AGREEMENT BETWEEN THE
MRCC AND MCCA

EFFECTIVE June 1, 2012 – May 31, 2013

DETROIT ZONE (ZONE 1). Detroit Zone (Zone 1) rates apply to the counties of Macomb, Monroe, Oakland, St. Clair and Wayne.

| ZONE 1 | FOREMAN | JOURNEYMAN CARPENTER | APPRENTICE 1ST 6 MONTHS (55%) | APPRENTICE 2ND 6 MONTHS (55%) | APPRENTICE 3RD 6 MONTHS (60%) |
|---|-----------------|---------------------------------|---|---|---|
| Base Wage* | \$ 30.80 | \$ 29.41 | \$ 16.18 | \$ 16.18 | \$ 17.65 |
| Special Assessment | .20 | .20 | .30 | .30 | .30 |
| Special Assessment | .10 | .10 | -- | -- | -- |
| Bldg. Fund* | .15 | .15 | .15 | .15 | .15 |
| U.B.C. Funds | 6.55 | 6.55 | 7.05 | 7.05 | 7.05 |
| Health and Welfare | .50 | .50 | -- | -- | -- |
| Health & Welfare | 15.04 | 14.36 | 7.90 | 7.90 | 8.62 |
| Supplemental Fund | <u>1.55</u> | <u>1.48</u> | <u>.81</u> | <u>.81</u> | <u>.89</u> |
| Pension (48.83%) | \$ 54.89 | \$ 52.75 | \$ 32.39 | \$ 32.39 | \$ 34.66 |
| Annuity Fund | .17 | .17 | .17 | .17 | .17 |
| SUBTOTAL | .12 | .12 | .12 | .12 | .12 |
| Apprenticeship Fund | .06 | .06 | .06 | .06 | .06 |
| Apprenticeship Reimb. Fund | <u>.15</u> | <u>.15</u> | <u>.15</u> | <u>.15</u> | <u>.15</u> |
| Labor/Mgmt Productivity And Training Industry Advancement | \$ 55.39 | \$ 53.25 | \$ 32.89 | \$ 32.89 | \$ 35.16 |
| Total Package | | | | | |

Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

ADDENDUM E (CONTINUED)
COMMERCIAL WAGE AND FRINGE BENEFIT RATES ADDENDUM
TO THE 2012-2022 RESIDENTIAL CARPENTERS AGREEMENT BETWEEN THE
MRCC AND MCCA

EFFECTIVE June 1, 2012 – May 31, 2013

DETROIT ZONE (ZONE 1). Detroit Zone (Zone 1) rates apply to the counties of Macomb, Monroe, Oakland, St. Clair and Wayne.

| ZONE 1 | APPRENTICE 4TH 6 MONTHS (65%) | APPRENTICE 5TH 6 MONTHS (70%) | APPRENTICE 6TH 6 MONTHS (75%) | APPRENTICE 7TH 6 MONTHS (80%) | APPRENTICE 8TH 6 MONTHS (85%) |
|---|---|---|---|---|---|
| Base Wage* | \$ 19.12 | \$ 20.59 | \$ 22.06 | \$ 23.53 | \$ 25.00 |
| Special Assessment | .30 | .30 | .30 | .30 | .30 |
| Special Assessment Bldg. Fund* | .15 | .15 | .15 | .15 | .15 |
| U.B.C. Funds | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 |
| Health and Welfare | 9.34 | 10.05 | 10.77 | 11.49 | 12.21 |
| Health & Welfare Supplemental Fund | <u>.96</u> | <u>1.04</u> | <u>1.11</u> | <u>1.18</u> | <u>1.26</u> |
| | \$ 36.92 | \$ 39.18 | \$ 41.44 | \$ 43.70 | \$ 45.97 |
| Pension (48.83%) | .17 | .17 | .17 | .17 | .17 |
| Annuity Fund | .12 | .12 | .12 | .12 | .12 |
| SUBTOTAL | | | | | |
| Apprenticeship Fund | .06 | .06 | .06 | .06 | .06 |
| Apprenticeship Reimb. Fund | <u>.15</u> | <u>.15</u> | <u>.15</u> | <u>.15</u> | <u>.15</u> |
| | \$ 37.42 | \$ 39.68 | \$ 41.94 | \$ 44.20 | \$ 46.47 |
| Labor/Mgmt Productivity And Training Industry Advancement | | | | | |
| Total Package | | | | | |

Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

2012 – 2016
CARPENTERS AGREEMENT

AS AMENDED AND EXTENDED
THROUGH MAY 31, 2019

Covering

Commercial, Industrial
and Institutional Construction

Entered into between

Architectural Contractors
Trade Association

and

Michigan Regional
Council of Carpenters
AFL-CIO

Detroit, Michigan

**2012 - 2016
CARPENTERS
AGREEMENT**

**AS AMENDED AND EXTENDED
THROUGH MAY 31, 2019**

Covering

**Commercial, Industrial
and Institutional
Construction**

Entered into between

**Architectural Contractors
Trade Association**

and

**Michigan Regional
Council of Carpenters
AFL-CIO**

Detroit, Michigan



**ARCHITECTURAL CONTRACTORS TRADE
ASSOCIATION**

2012-2019 CARPENTERS' AGREEMENT

This Agreement made as of June 1, 2012 by and between the Architectural Contractors Trade Association (ACT), hereinafter called the "Association," representing its members, who are hereinafter called "Employer," and the Michigan Regional Council of Carpenters, which has jurisdiction in the entire State of Michigan and all off-shore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union," and its successors, and any additional counties which may be added to the union through reorganization of the State of Michigan.

The current underlying Agreement, which was set to expire on May 31, 2016, is hereby amended effective March 22, 2013. The terms and conditions of the Amended Agreement are contained herein, and include an extension of the underlying Agreement, which shall now expire on May 31, 2019.

The geographic territory governed by this Agreement consists of Wayne, Oakland, Macomb, Sanilac, St. Clair, Washtenaw and Monroe Counties, and the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone, and Unadilla in Livingston County, and all off-shore areas adjacent thereto extending to the territorial boundary lines of the United States.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employer, his employees and the Union, and to establish an understanding relative to gross wages, hours of work, and all other conditions of employment so that the Employer, his employees and the Union may all profit from the fair and stable conditions in the industry which will result therefrom;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE I

Exclusive Bargaining , Employment, and General Terms & Conditions

1. The Association signatory hereto recognizes the Union as the sole and exclusive collective bargaining agent for a majority of all persons employed as Carpenters in the geographical area coming within the jurisdiction of the Union; and

The Union recognizes the Association as the sole and exclusive collective bargaining agent for its members, the majority of contractors engaged in commercial, industrial, and institutional work, for the purpose of collective bargaining in the geographical area coming within the jurisdiction of the Union.

2. It is specifically agreed and understood that this Agreement exclusively governs the wages, terms, and conditions of employment of all Carpenters performing work of any description coming under the jurisdiction of the United

representatives of the Employer on the jobsite to seek settlement of the dispute. The Employer shall also request the International Unions involved to assign representatives to seek settlement of the dispute. The Union agrees that there shall be no work stoppages or strikes over jurisdictional disputes while such disputes are being processed.

5. In the event the Association becomes a party to a National Board, or a Local or State Board is established to which the Association is a party, this Article shall be revised to include such participation.

6. **Prejob Conferences.** When requested by the Union, the Employer agrees to hold a prejob conference to discuss carpentry work to be performed on said job and consider assignments of work, following established Agreements and Decisions rendered affecting the building industry.

7. The Employer and /or General Contractor agree to provide the names, of all known carpentry subcontractors, directly under contract, on the specific project if requested of the project superintendent by the Union representative. Such information shall be made available to the union representative within 48 business hours after award of contract and upon written request.

8. The Union recognizes the following associations, AGC, ACTA, CCA and WCA as the sole and exclusive representatives for their perspectives members, the vast majority of contractors engaged in commercial, industrial, institutional and heavy construction work in the geographical area coming within the jurisdiction of the Union. In recognition of these associations standing in the industry, the Union shall designate to these associations sponsored industry promotion funds all IAF contributions paid by their respective members and any other employer performing work within the Union's geographical jurisdiction, who is not signatory to another multi-employer association collective bargaining agreement with the Union, or is not otherwise a party to a separate multi-employer industry promotion trust fund.

ARTICLE III

General Principles

1. There shall be no restriction on the use of Employer-furnished tools, machinery, power equipment, mechanical equipment or mechanical devices, such as gin poles, except when, in the opinion of the employee, it has become unsafe. There shall be no discrimination against an employee who has claimed that such items indicated above have become unsafe. Any dispute arising out of a claim of unsafe equipment shall be settled in conformance with Paragraph 3 of Article XIV, "Steward," of this Agreement.

2. **Change House.** The Employer shall furnish suitable heat for the purpose of drying clothes; reasonable, comfortable, and large enough quarters for the exclusive use of all his Carpenters on the job, including suitable storage for tools

ARTICLE V
Subcontracting

1. The Employer agrees that he will not enter into subcontracts for work covered by this Agreement to be done at the site of the construction, alteration, or repair of a building, structure, or other work with any contractor who does not have a signed agreement with the Union; provided however, that where there is any dispute over work jurisdiction or assignment of work, such dispute shall be governed by Article II, hereof.

2. The provisions of this Agreement specifically prohibit the use of labor contractors who as a subcontractor furnish workers to perform jobsite work covered by this Agreement, except where the labor contractor is signatory to this Agreement.

ARTICLE VI
Foreman

1. 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. When three (3) or more members of the Union are employed, one (1) shall act as working foreman and receive the foreman's rate of pay.

2. Any Carpenter employed in a supervisory capacity and required to act in a dual capacity of Carpenter Foreman and Superintendent will be covered under terms of this Agreement.

ARTICLE VII
Apprentices

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

(a) Based on total employment, suitably distributed, the Employer shall employ apprentices in a ratio of one (1) apprentice to each six (6) journeymen. If an Employer 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 (2) consecutive working days.

(b) Any employee that comes through the Helmets to Hard Hat program will be recognized as an Apprentice for the purpose of calculating the Apprentice/Journeyman ratio.

2. **Payment for School Day.** The Employer shall pay the Apprentice for attending classes on a regular attendance day, a sum equal to a full day's pay;

however, should the Apprentice absent himself from the job, 10% per day missed will be deducted from payment for school day. Days missed due to weather or other acts by the Employer out of the Apprentice's control will not penalize that Apprentice for the 10% pay for each day falling in this category. 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.

(a) 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.

(b) An accepted applicant may be permitted employment on the jobsite 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.

(c) 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.

3. Apprentice Candidate Program. The Apprentice Candidate Program shall continue through the duration of this Agreement.

ARTICLE VIII Hours of Work

1. Day Shift. Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, inclusive, except for shift work and flex 40 hour workweek hereinafter described, and shall be paid at the regular First Shift rate of wages in Article X. Additional flexibility in the starting time may be obtained by mutual agreement between the Employer and the Union prior to the start of the job.

2. Flexible 40-hour workweek Monday-Saturday. Straight-time for work up to 10 hours per day or 40 hours per week Monday-Saturday, with Monday as the starting day of the workweek (regardless of when the Employer's payroll week begins). One and one-half (1 1/2) the straight-time rate will apply after 10 hours per day or 40 hours per week, Monday-Saturday. Saturdays may be used as a make-up day on a voluntary basis with a minimum of 8 hours scheduled. If Saturdays are not used as a make-up day, then one and one half (1 1/2) the straight-time rate applies to all Saturday hours over 40 per week. Double-time applies on Sundays, Holidays, and all work over 12 hours per day.

3. Shift Work. All shift work shall be on a two (2) day basis regardless of the

ARTICLE IX

Wages and Fringe Benefit Contributions

The gross wage shown in these schedules includes required payments for Wages, Insurance, Pension and Dues Assessment contributions. Failure to pay the Base Wage and the funded fringe benefit contributions when due is payment of less than the Gross Wage and shall constitute a status of delinquency and a violation of this Agreement. The Union shall withhold its members from Employers who are thus in violation: In the event any Employer is delinquent in the payment of Wages or his contributions to the Insurance, Pension, Apprenticeship, Dues Assessment or Labor-Management Productivity and Training Funds, the Union, after giving the Employer and the Association twenty-four (24) hours notice (excluding Saturday, Sunday and Holidays) by certified mail or telegram, of such delinquency, shall have the right to take strike action against such Employer, notwithstanding any other provision of this Agreement.

1. The minimum rate of wages for Foremen, Journeymen, Light Commercial, and Apprentice Carpenters shall be defined as follows:

Zone 1 consists of Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

Zone 2 consists of Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla.

Light Commercial shall apply to the following:

- Economy hotels, motels 3 stories and under
- Funeral homes
- Stand alone restaurants, gas stations, bars and nightclubs
- 1 story privately owned medical or dental facilities
- Apartments and Condos 3 stories and under
- Senior Centers, Nursing Homes and Assisted Living Residences 3 stories and under
- Wood frame office buildings 3 stories and under
- Privately funded K through 12 school buildings, which are not owned, operated or otherwise overseen by any public school boards.

Light Commercial would NOT apply to any work covered by:

- National Maintenance Agreements
- General President's Agreements
- Project Labor Agreements
- Prevailing Wage/Davis Bacon Law
- Concrete Tilt Up Wall
- Student Housing over 3 stories

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 1 CARPENTER & LATHER JOURNEYMAN

| | Day Shift Per Hr | 2 nd Shift Per Hr | 3 rd Shift Per Hr |
|---|---------------------|---------------------------------|---------------------------------|
| *Base Wage | \$29.41 | \$31.37 | \$33.61 |
| *Special Assessment Fund (Funded) | .20 | .20 | .20 |
| Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap | .05 | .05 | .05 |
| U.B.C. Training (Funded) | .10 | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 | .50 |
| Pension – 48.83% of Base Wage (Funded) | 14.36 | 15.32 | 16.41 |
| Annuity Fund – 5.03% of Base Wage (Funded) | 1.48 | 1.58 | 1.69 |
| GROSS WAGE | \$52.75 | \$55.77 | \$59.21 |
| Apprenticeship (Funded) | .17 | .17 | .17 |
| Apprentice Reimb. Fund (Funded) | .12 | .12 | .12 |
| Labor/Mgmt. Prod & Trng (Funded) | .07 | .07 | .07 |
| Industry Advancement Fund (Funded) | .10 | .10 | .10 |
| TOTAL | \$53.21 | \$56.23 | \$59.67 |

* - Taxable

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 1 CARPENTER & LATHER FOREMAN

| | Day Shift Per Hr | 2 nd Shift Per Hr | 3 rd Shift Per Hr |
|---|---------------------|---------------------------------|---------------------------------|
| *Base Wage | \$30.80 | \$32.85 | \$35.20 |
| *Special Assessment Fund (Funded) | .20 | .20 | .20 |
| Special Assessment Fund (Taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap | .05 | .05 | .05 |
| U.B.C. Training (Funded) | .10 | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 | .50 |
| Pension – 48.83% of Base Wage (Funded) | 15.04 | 16.04 | 17.19 |
| Annuity Fund – 5.03% of Base Wage (Funded) | 1.55 | 1.65 | 1.77 |
| GROSS WAGE | \$54.89 | \$58.04 | \$61.66 |
| Apprenticeship (Funded) | .17 | .17 | .17 |
| Apprentice Reimb. Fund (Funded) | .12 | .12 | .12 |
| Labor/Mgmt. Prod & Trng (Funded) | .07 | .07 | .07 |
| Industry Advancement Fund (Funded) | .10 | .10 | .10 |
| TOTAL | \$55.35 | \$58.50 | \$62.12 |

* - Taxable

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 1 CARPENTER & LATHER LAYOUT MAN

| | Day Shift Per Hr | 2 nd Shift Per Hr | 3 rd Shift Per Hr |
|---|---------------------|---------------------------------|---------------------------------|
| *Base Wage | \$30.52 | \$32.55 | \$34.88 |
| *Special Assessment Fund (Funded) | .20 | .20 | .20 |
| *Special Assessment Fund (Taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap | .05 | .05 | .05 |
| U.B.C. Training (Funded) | .10 | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 | .50 |
| Pension – 48.83% of Base Wage (Funded) | 14.90 | 15.89 | 17.03 |
| Annuity Fund – 5.03% of Base Wage (Funded) | 1.54 | 1.64 | 1.75 |
| GROSS WAGE | \$54.46 | \$57.58 | \$61.16 |
| Apprenticeship (Funded) | .17 | .17 | .17 |
| Apprentice Reimb. Fund (Funded) | .12 | .12 | .12 |
| Labor/Mgmt. Prod & Trng (Funded) | .07 | .07 | .07 |
| Industry Advancement Fund (Funded) | .10 | .10 | .10 |
| TOTAL | \$54.92 | \$58.04 | \$61.62 |

* - Taxable

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 2 CARPENTER & LATHER JOURNEYMAN

| | Day Shift Per Hr | 2 nd Shift Per Hr | 3 rd Shift Per Hr |
|---|---------------------|---------------------------------|---------------------------------|
| *Base Wage | \$29.19 | \$31.34 | \$33.36 |
| *Special Assessment Fund (Funded) | .20 | .20 | .20 |
| *Special Assessment Fund (Taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap | .05 | .05 | .05 |
| U.B.C. Training (Funded) | .10 | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 | .50 |
| Pension – 48.83% of Base Wage (Funded) | 14.25 | 15.21 | 16.29 |
| Annuity Fund – 5.03% of Base Wage (Funded) | 1.47 | 1.57 | 1.68 |
| GROSS WAGE | \$52.41 | \$55.42 | \$58.33 |
| Apprenticeship (Funded) | .17 | .17 | .17 |
| Apprentice Reimb. Fund (Funded) | .12 | .12 | .12 |
| Labor/Mgmt. Prod & Trng (Funded) | .07 | .07 | .07 |
| Industry Advancement Fund (Funded) | .10 | .10 | .10 |
| TOTAL | \$52.87 | \$55.88 | \$59.29 |

* - Taxable

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 2 CARPENTER & LATHER FOREMAN

| | Day Shift Per Hr | 2 nd Shift Per Hr | 3 rd Shift Per Hr |
|---|---------------------|---------------------------------|---------------------------------|
| *Base Wage | \$30.58 | \$32.62 | \$34.95 |
| *Special Assessment Fund (Funded) | .20 | .20 | .20 |
| *Special Assessment Fund (Taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap | .05 | .05 | .05 |
| U.B.C. Training (Funded) | .10 | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 | .50 |
| Pension – 48.83% of Base Wage (Funded) | 14.93 | 15.93 | 17.07 |
| Annuity Fund – 5.03% of Base Wage (Funded) | 1.54 | 1.64 | 1.76 |
| GROSS WAGE | \$54.55 | \$57.69 | \$61.28 |
| Apprenticeship (Funded) | .17 | .17 | .17 |
| Apprentice Reimb. Fund (Funded) | .12 | .12 | .12 |
| Labor/Mgmt. Prod & Trng (Funded) | .07 | .07 | .07 |
| Industry Advancement Fund (Funded) | .10 | .10 | .10 |
| TOTAL | \$55.01 | \$58.15 | \$61.74 |

* - Taxable

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 2 CARPENTER & LATHER LAYOUT MAN

| | Day Shift Per Hr | 2 nd Shift Per Hr | 3 rd Shift Per Hr |
|---|---------------------|---------------------------------|---------------------------------|
| *Base Wage | \$30.30 | \$32.32 | \$34.63 |
| *Special Assessment Fund (Funded) | .20 | .20 | .20 |
| *Special Assessment Fund (Funded) | .10 | .10 | .10 |
| *U.B.C. Per Cap | .05 | .05 | .05 |
| U.B.C. Training (Funded) | .10 | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 | .50 |
| Pension – 48.83% of Base Wage (Funded) | 14.80 | 15.78 | 16.91 |
| Annuity Fund – 5.03% of Base Wage (Funded) | 1.52 | 1.63 | 1.74 |
| GROSS WAGE | \$54.12 | \$57.23 | \$60.78 |
| Apprenticeship (Funded) | .17 | .17 | .17 |
| Apprentice Reimb. Fund (Funded) | .12 | .12 | .12 |
| Labor/Mgmt. Prod & Trng (Funded) | .07 | .07 | .07 |
| Industry Advancement Fund (Funded) | .10 | .10 | .10 |
| TOTAL | \$54.58 | \$57.69 | \$61.24 |

* - Taxable

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2012 THROUGH MAY 31, 2013**

LIGHT COMMERCIAL WAGE RATE

| | Per Hr |
|--|----------------|
| *Base Wage | \$23.15 |
| *Special Assessment Building Fund | .10 |
| *U.B.C. Per Cap | .05 |
| U.B.C. Training (Funded) | .10 |
| Health & Welfare Insurance (Funded) | 5.00 |
| Pension (Funded) | 4.19 |
| Annuity Fund (Funded) | .10 |
| GROSS WAGE | \$32.69 |
| Apprenticeship (Funded) | .21 |
| Labor/Mgmt. Prod & Trng (Funded) | .10 |
| Industry Advancement Fund (Funded) | .15 |
| TOTAL | \$33.15 |

* - Taxable

If the multi-family rate is adjusted the above rate would be adjusted accordingly.

Prevailing Wage Work: The Employer can pay the most recently published prevailing wage rates in counties where the MRCC contract prevails. Such rates will automatically be set at the applicable prevailing wage rate as they are published by the Federal Government or the State of Michigan so long as they maintain and publish such rates. The foregoing shall not apply in counties in which the MRCC Carpenters' wage rate does not prevail.

DUES DEDUCTION - Per Article IX, Paragraph 10, the dues deduction specified on the monthly fringe benefit contribution form (presently four percent (4%) 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.

*The Base Wage and Special Assessment Fund contributions are added together before payroll taxes are calculated. After taxes are calculated the Special Assessment Fund contributions are deposited into their respective Fund. For an example, see last page of this booklet.

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2013 THROUGH MAY 31, 2014**

JOURNEYMAN

Effective June 1, 2013 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 1, 2013 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN, LAYOUT MAN & LIGHT COMMERCIAL

The Carpenter Foreman and Layout Man wage rate effective June 1, 2013 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2014 THROUGH MAY 31, 2015**

JOURNEYMAN

Effective June 1, 2014 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 1, 2014 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN LAYOUT MAN and LIGHT COMMERCIAL

The Carpenter Foreman and Layout Man wage rate effective June 1, 2014 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR
AFTER JUNE 1, 2015 THROUGH MAY 31, 2016**

JOURNEYMAN

Effective June 1, 2015 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 1, 2015 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN LAYOUT MAN & LIGHT COMMERCIAL

The Carpenter Foreman and Layout Man wage rate effective June 1, 2015 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016
THROUGH MAY 31, 2017**

JOURNEYMAN

Effective June 1, 2016, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 1, 2016 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rate effective June 1, 2016 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2017
THROUGH MAY 31, 2018**

JOURNEYMAN

Effective June 1, 2017, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 1, 2017 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rate effective June 1, 2017 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2018
THROUGH MAY 31, 2019**

JOURNEYMAN

Effective June 1, 2018, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 1, 2018 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rate effective June 1, 2018 will be issued as a supplement to this Agreement.

During the term of this Agreement, the Union will reallocate money from the schedule of wages to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same; at the time same shall take effect.

ZONE 1 CARPENTER & LATHER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013
Day Shift

| | <u>*Base Wage</u> | <u>*Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Training</u> | <u>Insur.</u> | <u>48.83% Pens.</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr. Fund</u> | <u>Reimb.</u> | <u>LMPT Fund</u> | <u>IAF</u> | <u>Total</u> |
|-------------------------|-----------------------|------------------------|-------------------------|-------------------------|---------------|-------------------------|----------------------|-----------------------|-----------------------|---------------|----------------------|------------|--------------|
| 1st 6 Months (55%)..... | \$16.18 | .30 | .05 | .10 | 7.05 | 7.90 | .81 | 32.39 | .17 | .12 | .07 | .10 | 32.85 |
| 2nd 6 Months (55%)..... | 16.18 | .30 | .05 | .10 | 7.05 | 7.90 | .81 | 32.39 | .17 | .12 | .07 | .10 | 32.85 |
| 3rd 6 Months (60%)..... | 17.65 | .30 | .05 | .10 | 7.05 | 8.62 | .89 | 34.66 | .17 | .12 | .07 | .10 | 35.12 |
| 4th 6 Months (65%)..... | 19.12 | .30 | .05 | .10 | 7.05 | 9.34 | .96 | 36.92 | .17 | .12 | .07 | .10 | 37.38 |
| 5th 6 Months (70%)..... | 20.59 | .30 | .05 | .10 | 7.05 | 10.05 | 1.04 | 39.18 | .17 | .12 | .07 | .10 | 39.64 |
| 6th 6 Months (75%)..... | 22.06 | .30 | .05 | .10 | 7.05 | 10.77 | 1.11 | 41.44 | .17 | .12 | .07 | .10 | 41.90 |
| 7th 6 Months (80%)..... | 23.53 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.70 | .17 | .12 | .07 | .10 | 44.16 |
| 8th 6 Months (85%)..... | 25.00 | .30 | .05 | .10 | 7.05 | 12.21 | 1.26 | 45.97 | .17 | .12 | .07 | .10 | 46.43 |

* - Taxable

DUES DEDUCTION - Per Article IX, Paragraph 10, the dues deduction specified on the monthly fringe benefit contribution form (presently (4.00%) 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.

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund.

ZONE 1 CARPENTER & LATHER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013
2ND Shift

| | <u>*Base Wage</u> | <u>*Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Training</u> | <u>Insur.</u> | <u>48.83% Pens.</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr. Fund</u> | <u>Reimb.</u> | <u>LMPT Fund</u> | <u>IAF</u> | <u>Total</u> |
|-------------------------|-----------------------|------------------------|-------------------------|-------------------------|---------------|-------------------------|----------------------|-----------------------|-----------------------|---------------|----------------------|------------|--------------|
| 1st 6 Months (55%)..... | \$17.25 | .30 | .05 | .10 | 7.05 | 8.42 | .87 | 34.04 | .17 | .12 | .07 | .10 | 34.50 |
| 2nd 6 Months (55%)..... | 17.25 | .30 | .05 | .10 | 7.05 | 8.42 | .87 | 34.04 | .17 | .12 | .07 | .10 | 34.50 |
| 3rd 6 Months (60%)..... | 18.82 | .30 | .05 | .10 | 7.05 | 9.19 | .95 | 36.46 | .17 | .12 | .07 | .10 | 36.92 |
| 4th 6 Months (65%)..... | 20.39 | .30 | .05 | .10 | 7.05 | 9.96 | 1.03 | 38.88 | .17 | .12 | .07 | .10 | 39.34 |
| 5th 6 Months (70%)..... | 21.96 | .30 | .05 | .10 | 7.05 | 10.72 | 1.10 | 41.28 | .17 | .12 | .07 | .10 | 41.74 |
| 6th 6 Months (75%)..... | 23.53 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.70 | .17 | .12 | .07 | .10 | 44.16 |
| 7th 6 Months (80%)..... | 25.10 | .30 | .05 | .10 | 7.05 | 12.26 | 1.26 | 46.12 | .17 | .12 | .07 | .10 | 46.58 |
| 8th 6 Months (85%)..... | 26.66 | 30 | .05 | .10 | 7.05 | 13.02 | 1.34 | 48.52 | .17 | .12 | .07 | .10 | 48.98 |

* - Taxable

DUES DEDUCTION - Per Article IX, Paragraph 10, the dues deduction specified on the monthly fringe benefit contribution form (presently (4.00%) 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.

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund.

ZONE 1 CARPENTER & LATHER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013
3RD Shift

| | <u>*Base Wage</u> | <u>*Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Training</u> | <u>Insur.</u> | <u>48.83% Pens.</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr. Fund</u> | <u>Reimb.</u> | <u>LMPT Fund</u> | <u>IAF</u> | <u>Total</u> |
|-------------------------|-----------------------|------------------------|-------------------------|-------------------------|---------------|-------------------------|----------------------|-----------------------|-----------------------|---------------|----------------------|------------|--------------|
| 1st 6 Months (55%)..... | \$18.49 | .30 | .05 | .10 | 7.05 | 9.03 | .93 | 35.95 | .17 | .12 | .07 | .10 | 36.41 |
| 2nd 6 Months (55%)..... | 18.49 | .30 | .05 | .10 | 7.05 | 9.03 | .93 | 35.95 | .17 | .12 | .07 | .10 | 36.41 |
| 3rd 6 Months (60%)..... | 20.17 | .30 | .05 | .10 | 7.05 | 9.85 | 1.01 | 38.53 | .17 | .12 | .07 | .10 | 38.99 |
| 4th 6 Months (65%)..... | 21.85 | .30 | .05 | .10 | 7.05 | 10.67 | 1.10 | 41.12 | .17 | .12 | .07 | .10 | 41.58 |
| 5th 6 Months (70%)..... | 23.53 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.70 | .17 | .12 | .07 | .10 | 44.16 |
| 6th 6 Months (75%)..... | 25.21 | .30 | .05 | .10 | 7.05 | 12.31 | 1.27 | 46.29 | .17 | .12 | .07 | .10 | 46.75 |
| 7th 6 Months (80%)..... | 26.89 | .30 | .05 | .10 | 7.05 | 13.13 | 1.35 | 48.87 | .17 | .12 | .07 | .10 | 49.33 |
| 8th 6 Months (85%)..... | 28.57 | .30 | .05 | .10 | 7.05 | 13.95 | 1.44 | 51.46 | .17 | .12 | .07 | .10 | 51.92 |

* - Taxable

DUES DEDUCTION - Per Article IX, Paragraph 10, the dues deduction specified on the monthly fringe benefit contribution form (presently (4.00%) 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.

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund

ZONE 2 CARPENTER & LATHER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013
Day Shift

| | <u>*Base Wage</u> | <u>*Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Training</u> | <u>Insur.</u> | <u>48.83% Pens.</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr. Fund</u> | <u>Reimb.</u> | <u>LMPT Fund</u> | <u>IAF</u> | <u>Total</u> |
|-------------------------|-----------------------|------------------------|-------------------------|-------------------------|---------------|-------------------------|----------------------|-----------------------|-----------------------|---------------|----------------------|------------|--------------|
| 1st 6 Months (55%)..... | \$16.05 | .30 | .05 | .10 | 7.05 | 7.84 | .81 | 32.20 | .17 | .12 | .07 | .10 | 32.66 |
| 2nd 6 Months (55%)..... | 16.05 | .30 | .05 | .10 | 7.05 | 7.84 | .81 | 32.20 | .17 | .12 | .07 | .10 | 32.66 |
| 3rd 6 Months (60%)..... | 17.51 | .30 | .05 | .10 | 7.05 | 8.55 | .88 | 34.44 | .17 | .12 | .07 | .10 | 34.90 |
| 4th 6 Months (65%)..... | 18.97 | .30 | .05 | .10 | 7.05 | 9.26 | .95 | 36.68 | .17 | .12 | .07 | .10 | 37.14 |
| 5th 6 Months (70%)..... | 20.43 | .30 | .05 | .10 | 7.05 | 9.98 | 1.03 | 38.94 | .17 | .12 | .07 | .10 | 39.40 |
| 6th 6 Months (75%)..... | 21.89 | .30 | .05 | .10 | 7.05 | 10.69 | 1.10 | 41.18 | .17 | .12 | .07 | .10 | 41.64 |
| 7th 6 Months (80%)..... | 23.35 | .30 | .05 | .10 | 7.05 | 11.40 | 1.17 | 43.42 | .17 | .12 | .07 | .10 | 43.88 |
| 8th 6 Months (85%)..... | 24.81 | .30 | .05 | .10 | 7.05 | 12.11 | 1.25 | 45.67 | .17 | .12 | .07 | .10 | 46.13 |
| * - Taxable | | | | | | | | | | | | | |

DUES DEDUCTION - Per Article IX, Paragraph 10, the dues deduction specified on the monthly fringe benefit contribution form (presently (4.00%) 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.

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund.

ZONE 2 CARPENTER & LATHER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013
2ND Shift

| | <u>*Base Wage</u> | <u>*Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Training</u> | <u>Insur.</u> | <u>48.83% Pens.</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr. Fund</u> | <u>Reimb.</u> | <u>LMPT Fund</u> | <u>IAF</u> | <u>Total</u> |
|-------------------------|-----------------------|------------------------|-------------------------|-------------------------|---------------|-------------------------|----------------------|-----------------------|-----------------------|---------------|----------------------|------------|--------------|
| 1st 6 Months (55%)..... | \$17.13 | .30 | .05 | .10 | 7.05 | 8.36 | .86 | 33.85 | .17 | .12 | .07 | .10 | 34.31 |
| 2nd 6 Months (55%)..... | 17.13 | .30 | .05 | .10 | 7.05 | 8.36 | .86 | 33.85 | .17 | .12 | .07 | .10 | 34.31 |
| 3rd 6 Months (60%)..... | 18.68 | .30 | .05 | .10 | 7.05 | 9.12 | .94 | 36.24 | .17 | .12 | .07 | .10 | 36.70 |
| 4th 6 Months (65%)..... | 20.24 | .30 | .05 | .10 | 7.05 | 9.88 | 1.02 | 38.64 | .17 | .12 | .07 | .10 | 39.10 |
| 5th 6 Months (70%)..... | 21.80 | .30 | .05 | .10 | 7.05 | 10.64 | 1.10 | 41.04 | .17 | .12 | .07 | .10 | 41.50 |
| 6th 6 Months (75%)..... | 23.36 | .30 | .05 | .10 | 7.05 | 11.41 | 1.18 | 43.45 | .17 | .12 | .07 | .10 | 43.91 |
| 7th 6 Months (80%)..... | 24.91 | .30 | .05 | .10 | 7.05 | 12.16 | 1.25 | 45.82 | .17 | .12 | .07 | .10 | 46.28 |
| 8th 6 Months (85%)..... | 26.47 | .30 | .05 | .10 | 7.05 | 12.93 | 1.33 | 48.23 | .17 | .12 | .07 | .10 | 48.69 |

* - Taxable

DUES DEDUCTION - Per Article IX, Paragraph 10, the dues deduction specified on the monthly fringe benefit contribution form (presently (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.

Insurance amount of \$6.95 is \$6.55 for Health & Welfare Insurance and \$0.40 for the Health & Welfare Supplemental Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund.

ZONE 2 CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013
3RD Shift

| | <u>*Base Wage</u> | <u>*Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Training</u> | <u>Insur.</u> | <u>48.83% Pens.</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr. Fund</u> | <u>Reimb.</u> | <u>LMPT Fund</u> | <u>IAF</u> | <u>Total</u> |
|-------------------------|-----------------------|------------------------|-------------------------|-------------------------|---------------|-------------------------|----------------------|-----------------------|-----------------------|---------------|----------------------|------------|--------------|
| 1st 6 Months (55%)..... | \$18.35 | .30 | .05 | .10 | 7.05 | 8.96 | .92 | 35.73 | .17 | .12 | .07 | .10 | 36.19 |
| 2nd 6 Months (55%)..... | 18.35 | .30 | .05 | .10 | 7.05 | 8.96 | .92 | 35.73 | .17 | .12 | .07 | .10 | 36.19 |
| 3rd 6 Months (60%)..... | 20.02 | .30 | .05 | .10 | 7.05 | 9.78 | 1.01 | 38.31 | .17 | .12 | .07 | .10 | 38.77 |
| 4th 6 Months (65%)..... | 21.68 | .30 | .05 | .10 | 7.05 | 10.59 | 1.09 | 40.86 | .17 | .12 | .07 | .10 | 41.32 |
| 5th 6 Months (70%)..... | 23.35 | .30 | .05 | .10 | 7.05 | 11.40 | 1.17 | 43.42 | .17 | .12 | .07 | .10 | 43.88 |
| 6th 6 Months (75%)..... | 25.02 | .30 | .05 | .10 | 7.05 | 12.22 | 1.26 | 46.00 | .17 | .12 | .07 | .10 | 46.46 |
| 7th 6 Months (80%)..... | 26.69 | .30 | .05 | .10 | 7.05 | 13.03 | 1.34 | 48.56 | .17 | .12 | .07 | .10 | 49.02 |
| 8th 6 Months (85%)..... | 28.36 | .30 | .05 | .10 | 7.05 | 13.85 | 1.43 | 51.14 | .17 | .12 | .07 | .10 | 51.60 |

* - Taxable

DUES DEDUCTION - Per Article IX, Paragraph 10, the dues deduction specified on the monthly fringe benefit contribution form (presently (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.

Insurance amount of \$6.95 is \$6.55 for Health & Welfare Insurance and \$0.40 for the Health & Welfare Supplemental Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013
THROUGH MAY 31, 2014
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2013 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014
THROUGH MAY 31, 2015
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2014 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2015
THROUGH MAY 31, 2016
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2015 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016 THROUGH MAY 31, 2017
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2016 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2017 THROUGH MAY 31, 2018
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2017 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD**

COMMENCING ON OR AFTER JUNE 1, 2018 THROUGH MAY 31, 2019
Day Shift, 2nd Shift and 3rd Shift

Apprentice wage rates effective June 1, 2018 will be issued as a supplement to this Agreement.

During the term of this Agreement, the Union will reallocate money from the schedule of wages to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereinafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

2. Health and Welfare. The Employer shall pay the amount specified in Article IX, 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 (also referred to as Insurance) contribution is calculated on all hours worked.

3. Pension. The Employer shall pay forty eight and eight three hundredths percent (48.83%) 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 contribution is calculated on all hours paid.

4. Annuity. The Employer shall pay five and three hundredths percent (5.03%) of the actual hourly rate (but not less than the minimum base wage) of each employee covered by this Agreement to Carpenters Annuity Fund, Detroit and Vicinity, hereinafter called Annuity Fund. The Annuity contribution is calculated on all hours paid.

Effective the first full pay period on or after June 1, 2013, the Annuity Fund contribution shall be made on the basis of hours worked---not paid.

5. Apprenticeship and Training. The Employer shall pay the amount specified in Article IX, Paragraph 1 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 all hours worked.

6. U.B.C. Funds. The Employer shall pay five cents (\$.05) for the U.B.C. Per Cap (taxable) and ten cents (\$.10) for the U.B.C. Training Fund per hour for all hours worked by each employee covered by this agreement to the United Brotherhood of Carpenters Health & Safety Fund of North America, United Brotherhood of Carpenters Apprenticeship & Training Fund of North America,

and Labor Management Education and Development Fund, to be allocated among said funds by the Union. Said contributions are calculated on all hours worked.

7. **Apprentice Reimbursement Program.** The employer shall pay a Reimbursement Fund contribution in the amount specified in Article IX, Paragraph 1 for all hours worked by each employee covered by this Agreement to the Detroit Carpenters' Joint Apprenticeship and Training Committee. The contribution is calculated on an hours-worked basis.

8. **Labor Management Productivity and Training Committee.** An Employer performing work under the terms of this Agreement shall pay to the Labor-Management Productivity and Training Committee the amount specified in Article IX, Paragraph 1 for all hours worked by each employee covered by this Agreement. The Articles of Incorporation and Bylaws of the Labor-Management Productivity and Training Committee filed with the State of Michigan on January 29, 1986, and amendments thereto, are hereby incorporated herein by reference.

9. **Industry Advancement Fund.** An Employer performing work under the terms of this Agreement shall pay into the Industry Advancement Fund (IAF) of the Association the amount specified in Article IX for all hours worked by each employee covered by this Agreement. Contributions shall be in accordance with the Supplemental Agreement hereto and on such forms as are supplied. These funds shall not be considered part of the Gross Wage. The IAF contribution is calculated on all hours worked. The Associations' Industry Advancement Program (IAP) amounts may be changed by the affected Association and Employers at their discretion on any anniversary date of the Agreement. IAP in the Independent Agreements shall be \$.15 per hour for contractors signing after the execution date of this Agreement.

10. **Excess Benefit Fund.** The Employer 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 "Excess Benefit Fund"). The administrative manager of the Carpenters Pension Trust Fund – Detroit and Vicinity (hereinafter "Pension Fund") shall, on a monthly basis, determine the amount of benefits to be paid to participants and beneficiaries of the Excess Benefit Fund in the following month, based on the funding requirements set forth in the Excess Benefit Plan. Before the pension contributions made by Employers are allocated to the Pension Fund, the administrative manager shall cause the moneys necessary to pay the total amount determined hereunder to be deducted and paid to the Excess Benefit Fund for distribution. That amount shall be the aggregate of all benefits calculated in accordance with the Pension Fund's Plan in excess of the payment permitted under Section 415 of the Internal Revenue Code, increased to reflect FICA, FUTA and any other similar taxes applicable thereto, together with any

administrative expenses. The amount of the Employer's contribution paid over to the Pension Fund shall be reduced by the amount of the contribution allocated to the Excess Benefit Fund hereunder. The foregoing notwithstanding, the full amount of the pension contributions, prior to the aforesaid reduction for the contribution to the Excess Benefit Fund, shall be used in determining the pension benefit amount of Covered Employees. If the limitation on benefits imposed by Section 415 of the Code is eliminated or modified such that no current, past or future participant's benefit amount will be affected by Section 415, this provision shall automatically terminate, as of the effective date of such law.

11. This Agreement incorporates and the Employer hereby accepts and adopts the terms and conditions of the Plan and Trust documents of each Fringe Benefit Fund named in this Agreement, or that may hereinafter be so named, including all rules, regulations, policies, procedures and resolutions adopted by the Trustees of said Fringe Benefit Funds, as well as any amendments or modifications of same not inconsistent with the terms of this Agreement.

(a) Contributions shall be paid by the last 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.

(b) Each Employer 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 five percent (5%) on all contributions received between one and fifteen days after the due date and a payment of ten percent (10%) on all contributions received more than fifteen days after the due date. An additional two percent (2%) per month assessment will be imposed on contributions received more than sixty days late.

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

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

employer-employee relationships. All provisions not covered by this Agreement must be negotiated between the parties.

2. This Agreement shall be binding on the Employer, its successors and assigns. Employer will notify the Union thirty (30) days prior to any change in company name, ownership or address.

ARTICLE XIX Termination

1. This Agreement shall remain in full force and effect until June 1, 2016 and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement on such changes is reached prior to June 1, 2016, this Agreement shall be deemed to have terminated on June 1, 2016.

2. Provided, however, any individual Employer (but not the Association) may elect to opt out of this Agreement by providing no less than 60 and not more than 90 days prior written notice to the Union by Certified Mail, prior to December 31, 2017. If no new Collective Bargaining Agreement is reached by such Employer and the Union at that time, the opt out shall be treated as a cessation of that Employer's obligation to make pension contributions, for withdrawal liability purposes under the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

ARCHITECTURAL CONTRACTORS TRADE ASSOCIATION

Daniel Ulfing, President

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

Michael J. Jackson, Sr., Executive Secretary/Treasurer

**INTERIOR SYSTEMS LOCAL NO. 1045
(LATHERS) AGREEMENT**

This Collective Bargaining Agreement is entered into this 1st day of June, 2012, as amended and extended on March 22, 2013 by and between the Architectural Contractors Trade Association (A.C.T.), on behalf of itself and independent contractors (hereinafter collectively the "Employer") and the Michigan Regional Council of Carpenters and Interior Systems Local No. 1045 (Lathers), affiliated with the United Brotherhood of Carpenters and Joiners of America (collectively the "Union"), in order to establish the wages, hours and other terms and conditions of employment for personnel performing labor within the scope of this Agreement.

ARTICLE I

Scope of Agreement

- A. The Carpenter's Agreement as of June 1, 2012 by and between the parties hereto is incorporated by reference into this Agreement with the exception of. The words "Lathers" and lathing shall be substituted in place of the words "Carpenter" and "carpentry."
- B. The following terms and conditions shall apply with respect to work performed by employees covered by this Agreement.

ARTICLE II

**Geographical Territory
and Trade Jurisdiction**

- A. **Craft Jurisdiction.** The Employer recognizes and agrees to abide by the Trade Jurisdiction of the Interior Systems Local No. 1045 (Lathers). Such Trade Jurisdiction is as follows:
1. The Union shall have jurisdiction over and there shall be assigned to journeymen lathers and apprentices represented by the Union and/or by the Local Unions of the United Brotherhood of Carpenters and Joiners of America the following work: erecting, constructing, installing and completing of all light iron construction, furring; making and erecting of brackets, clips and hangers; wood, wire and metal lath; plaster board or other material which takes the place of same to which wet plaster or wet acoustical material is adhered to. This subparagraph shall be governed, in reference to the agreement on the Installation of Ceiling Systems, dated January 15, 1968.
 2. All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, nailock, screw lock, pomeroy, T-Bar, and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs, and all other types of light iron or metal studs, no matter what

the manufacturer, or when such studs are to receive metal lath, rock lath, drywall, acoustical ceilings, scaffolding or other material for the application of plaster or other sprayed-on wet material; and all other light iron furring erected to receive lath and wet plaster or wet acoustical materials.

3. The nailing, tying, and fastening of all wire and metallic lath such as wirecloth, wire mesh, expanded metal lath, hyrib lath and all rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and wet plaster or wet acoustical materials; the placing of all types of floor lath, such as hyrib lath, peperback steeltex floor lath, Penn metal rib and all other appurtenances connected therewith.

4. The tying, nailing, clipping, or fastening of all types of lath, regardless of size, such as wood lath, plasterboard, button board, flaxinum board, bishopric celotex, gypsum lath, rocklath, sheetrock, styrofoam or any and all other types of material erected to receive or hold wet plaster or wet acoustical material.

5. The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture, mould, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a ground, guard, or screed for wet plaster material.

6. Such other work as falls within Article II as such other work may now exist or may come into being as a result of the development of new methods and new materials.

7. The handling on the job site of all material or materials falling within the trade jurisdiction of the Union from the site of delivery on the job to the point of the job where work is to be performed with said materials.

8. The installation, maintenance and removal of acoustical ceilings and related materials.

Any disputes regarding the assignment of this work will be handled under Article XV Grievance Procedures.

B. Geographic Jurisdiction. The Employer recognizes and agrees to abide by the Territorial Jurisdiction of the Union, which has jurisdiction in Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe and Washtenaw Counties, and the townships of Brighton, Deerfield, Genoa, Green Oaks, Hamburg, Hartland, Oceola, Putnam, Tyrone, and Unadilla in Livingston County and all off-shore areas adjacent thereto extending to the territorial boundary lines of the United States and any additional counties which may be added to the Union through reorganization in the State of Michigan.

ARTICLE III
Wage and Fringe Benefits

- A. **Wages.** Effective the first full payroll period commencing on or after June 1, 2012 the parties have agreed to pay to Employees the wage rate set forth in Article IX of the Carpenters Agreement (starting on page 13 of this contract)
- B. Apprentices shall be paid per Article IX (starting on page 20 of this contract)
- C. **Contributions.** The Employer shall submit, by the 15th day of the month following the month in which the work was performed, a monthly contribution report, provided by the Fringe Benefit Funds, showing the name and the social security number of each Employee working on projects covered by this Agreement during the preceding month. The form shall also show classification, hours worked and the contributions to each Fringe Benefit Fund for each Employee for said month. The Funds shall have the right to verify the accuracy of the Employer's reports by an audit.

ARTICLE IV
SURVIVABILITY

1. In the event any portion of the Underlying Agreement, as herein extended, is declared to be or becomes inoperative under State or Federal law, the balance of the Underlying Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Underlying Agreement, if requested by either party. That party of the Underlying Agreement which is declared to be in contradiction of said applicable laws shall be suspended in operation, solely within the limits to which said applicable laws are in effect and such suspension shall not affect the operation of any such provisions covered by the Underlying Agreement to which said law is not applicable, nor shall it affect the remainder of the provisions of the Underlying Agreement within the limits to which such law is applicable.

ARTICLE V
Duration and Termination

1. This Agreement shall be in full force and effect from the date of its execution by the individual Employer until midnight May 31, 2019. Either party desiring to amend or terminate this Agreement at its expiration shall make known such intention, in writing, at least 60 but not more than 90 days prior to the expiration date. Unless terminated as herein provided, this Agreement as amended, shall continue for successive one-year periods thereafter. This Agreement may be amended at any time by mutual agreement of the parties and any such amendments shall be in writing and signed by both parties.

2. Provided, however, any individual Employer (but not the Association) may elect to opt out of this Agreement by providing no less than 60 and not more than 90 days prior written notice to the Union by Certified Mail, prior to December 31, 2017. If no new Collective Bargaining Agreement is reached by such Employer and the Union at that time, the opt out shall be treated as a cessation of that Employer's obligation to make pension contributions, for withdrawal liability purposes under the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

Michael J. Jackson, Sr., Executive Secretary/Treasurer

INTERIOR SYSTEMS LOCAL 1045 (LATHERS)

Thomas Lutz, Director

ARCHITECTURAL CONTRACTORS TRADE ASSOCIATION

Daniel Ulfig, President

AGREEMENT

BETWEEN

MILLWRIGHTS LOCAL UNION No. 1102
(SOUTHEASTERN AREA)

OF THE

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

OF THE

UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS
OF AMERICA

AND THE

MICHIGAN CONVEYOR
MANUFACTURERS ASSOCIATION

AND

THE ASSOCIATED GENERAL
CONTRACTORS OF MICHIGAN

June 1, 2019 through May 31, 2022

AGREEMENT

BETWEEN

**MILLWRIGHTS LOCAL UNION No. 1102
(SOUTHEASTERN AREA)**

OF THE

**MICHIGAN REGIONAL COUNCIL
OF CARPENTERS**

OF THE

**UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS
OF AMERICA**

AND THE

**MICHIGAN CONVEYOR
MANUFACTURERS ASSOCIATION**

AND

**THE ASSOCIATED GENERAL
CONTRACTORS OF MICHIGAN**

June 1, 2019 through May 31, 2022



AGREEMENT

THIS AGREEMENT, made and entered into as of March 20, 2019, by and between THE MICHIGAN CONVEYOR MANUFACTURERS ASSOCIATION and the ASSOCIATED GENERAL CONTRACTORS OF MICHIGAN, hereinafter referred to as the Associations, representing their members, who are hereinafter called "Employer" and the MILLWRIGHTS LOCAL UNION NO. 1102, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, hereinafter referred to as the "Union" shall be effective for the period June 1, 2019 to May 31, 2022, and from year to year thereafter unless changed in accordance with Article XX below.

The current underlying Agreement, which was set to expire on May 31, 2019, is hereby, amended effective June 1, 2019. The terms and conditions of the Amended Agreement are contained herein, and include an extension of the underlying Agreement, which shall now expire on May 31, 2022.

ARTICLE I

Union Recognition - Security

(A) The Associations recognize the Union as the exclusive representative for all employees who come under the jurisdiction of the Union for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The words "employee", "worker", "millwright", "members", and "apprentice" as used herein mean persons in the

(F) Any signatory International Union or the Local Union which initiates, participates in, or supports a work stoppage, strike, picketing or other disruptive activity in violation of this Article, agrees to pay liquidated damages as a remedy for said violation, in accordance with Section (G)8 of this Article.

ARTICLE XVII
Wages & Other Compensation

(A) The term "gross wage" means Wages, Vacation Pay and Health and Welfare, Pension, Supplemental Pension, Apprenticeship Fund, UBC, Drug Testing, Special Assessment Fund, Training Fund contributions. The following wage increases will first be allocated to the Pension Fund to meet any required PPA Rehabilitation or Funding Improvement Plan, or any other mandatory funding requirement. All increases for periods prior to June 1, 2019, shall remain unchanged, as per the parties' current Underlying Agreement, however, Employees will reduce wages or benefits in amounts as required by the Pension Fund's actuary, during the term of this Agreement in order to meet scheduled changes under the rehabilitation plan and divert those amounts into pension. All Employee classifications will have their benefits calculated at the same hourly rate or percentage of wages.

The following increases, when they take effect, shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same take effect. Solely to the extent necessary in order to preserve the grandfathered status of the Underlying Agreement, as hereby extended, the parties agree that any and all terms that take effect in the future, shall be treated as a freestanding settlement, separate and distinct from the Underlying Agreement, as hereby extended, but only to the extent necessary to preserve the grandfathered status of the Underlying Agreement.

| SOUTHEASTERN JOURNEYMAN RATES: | | | | |
|---------------------------------|---------------------|---------------------|---------------------|------------------------|
| FIRST SHIFT | | | | |
| EFFECTIVE: 6-01-19 thru 5-31-20 | | | | |
| INCREASE: \$1.75 | | | | |
| | Journey. | Fore. | Genl. | Cert. Weld. |
| Journeyman Rate x Hrs. | 29.50 | 31.50 | 32.50 | 31.50 |
| V & H x Hrs. Paid | <u>5.00</u> | <u>5.35</u> | <u>5.56</u> | <u>5.07</u> |
| Pension Gross Wage | 34.50 | 36.85 | 38.06 | 36.57 |
| U.B.C. Per Capita x Hrs. Paid | 0.05 | 0.05 | 0.05 | 0.05 |
| 25 Spec Assess x Hrs. Paid | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> |
| Total Taxable Wage | 34.75 | 37.10 | 38.31 | 36.82 |
| H & W Ins x Hrs. Paid | 7.05 | 7.05 | 7.05 | 7.05 |
| H & W MRA x Hrs. Paid | 0.50 | 0.50 | 0.50 | 0.50 |
| Pen. x Hrs. Paid | 15.76 | 16.34 | 16.68 | 15.87 |
| Supp Pen x Hrs. Paid | 8.84 | 9.09 | 9.24 | 8.89 |
| App Trn x Hrs. Paid | 1.00 | 1.00 | 1.00 | 1.00 |
| UBC H & S x Hrs. Paid | 0.10 | 0.10 | 0.10 | 0.10 |
| UBC MLMP Fund x Hrs. Paid | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> |
| Total Package | <u>68.05</u> | <u>71.23</u> | <u>72.93</u> | <u>70.28</u> |

SOUTHEASTERN JOURNEYMAN RATES:
SECOND SHIFT

EFFECTIVE: 6-01-19 thru 5-31-20

***These rates apply to \$2.00/hr. shift premium**

****For other shift premiums, please contact the Fringe Benefit office for rates."**

| | Journey. | Fore. | Genl. | Cert. Weld. |
|----------------------------------|---------------------|---------------------|---------------------|------------------------|
| Journeyman Rate x Hrs. | 31.50 | 33.50 | 34.50 | 33.50 |
| V & H x Hrs. Paid | <u>5.35</u> | <u>5.70</u> | <u>5.91</u> | <u>5.42</u> |
| Pension Gross Wage | 36.85 | 39.20 | 40.41 | 38.92 |
| 26 U.B.C. Per Capita x Hrs. Paid | 0.05 | 0.05 | 0.05 | 0.05 |
| Spec Assess x Hrs. Paid | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> |
| Total Taxable Wage | 37.10 | 39.45 | 40.66 | 39.17 |
| H & W Ins x Hrs. Paid | 7.05 | 7.05 | 7.05 | 7.05 |
| H & W MRA x Hrs. Paid | 0.50 | 0.50 | 0.50 | 0.50 |
| Pen. x Hrs. Paid | 16.84 | 17.40 | 17.72 | 16.95 |
| Supp Pen x Hrs. Paid | 9.15 | 9.40 | 9.55 | 9.20 |
| App Trn x Hrs. Paid | 1.00 | 1.00 | 1.00 | 1.00 |
| UBC H & S x Hrs. Paid | 0.10 | 0.10 | 0.10 | 0.10 |
| UBC MLMP Fund x Hrs. Paid | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> |
| Total Package | <u>71.79</u> | <u>74.95</u> | <u>76.63</u> | <u>74.02</u> |

SOUTHEASTERN JOURNEYMAN RATES:

FIRST SHIFT

INCREASE: \$2.00

EFFECTIVE: 6-01-20 thru 5-31-21

| | Journey. | Fore. | Genl. | Cert. Weld. |
|-------------------------------|----------|-------|-------|----------------|
| Journeyman Rate x Hrs. | | | | |
| V & H x Hrs. Paid | _____ | _____ | _____ | _____ |
| Pension Gross Wage | | | | |
| U.B.C. Per Capita x Hrs. Paid | | | | |
| 27 Spec Assess x Hrs. Paid | _____ | _____ | _____ | _____ |
| Total Taxable Wage | | | | |
| H & W Ins x Hrs. Paid | | | | |
| H & W MRA x Hrs. Paid | | | | |
| Pen. x Hrs. Paid | | | | |
| Supp Pen x Hrs. Paid | | | | |
| App Trn x Hrs. Paid | | | | |
| UBC H & S x Hrs. Paid | | | | |
| UBC MLMP Fund x Hrs. Paid | _____ | _____ | _____ | _____ |
| Total Package | _____ | _____ | _____ | _____ |

SOUTHEASTERN JOURNEYMAN RATES:
SECOND SHIFT

EFFECTIVE: 6-01-20 thru 5-31-21

***These rates apply to \$2.00/hr. shift premium**

****For other shift premiums, please contact the Fringe Benefit office for rates."**

| | Journey. | Fore. | Genl. | Cert. Weld. |
|-------------------------------|-----------------|--------------|--------------|------------------------|
| Journeyman Rate x Hrs. | | | | |
| V & H x Hrs. Paid | _____ | _____ | _____ | _____ |
| Pension Gross Wage | | | | |
| U.B.C. Per Capita x Hrs. Paid | | | | |
| Spec Assess x Hrs. Paid | _____ | _____ | _____ | _____ |
| Total Taxable Wage | | | | |
| H & W Ins x Hrs. Paid | | | | |
| H & W MRA x Hrs. Paid | | | | |
| Pen. x Hrs. Paid | | | | |
| Supp Pen x Hrs. Paid | | | | |
| App Trn x Hrs. Paid | | | | |
| UBC H & S x Hrs. Paid | | | | |
| UBC MLMP Fund x Hrs. Paid | _____ | _____ | _____ | _____ |
| Total Package | _____ | _____ | _____ | _____ |

SOUTHEASTERN JOURNEYMAN RATES:

FIRST SHIFT

INCREASE: \$2.25

EFFECTIVE: 6-01-21 thru 5-31-22

| | Journey. | Fore. | Genl. | Cert. Weld. |
|-------------------------------|----------|-------|-------|----------------|
| Journeyman Rate x Hrs. | | | | |
| V & H x Hrs. Paid | _____ | _____ | _____ | _____ |
| Pension Gross Wage | | | | |
| U.B.C. Per Capita x Hrs. Paid | | | | |
| 29 Spec Assess x Hrs. Paid | _____ | _____ | _____ | _____ |
| Total Taxable Wage | | | | |
| H & W Ins x Hrs. Paid | | | | |
| H & W MRA x Hrs. Paid | | | | |
| Pen. x Hrs. Paid | | | | |
| Supp Pen x Hrs. Paid | | | | |
| App Trn x Hrs. Paid | | | | |
| UBC H & S x Hrs. Paid | | | | |
| UBC MLMP Fund x Hrs. Paid | _____ | _____ | _____ | _____ |
| Total Package | _____ | _____ | _____ | _____ |

SOUTHEASTERN JOURNEYMAN RATES:
SECOND SHIFT

EFFECTIVE: 6-01-21 thru 5-31-22

*These rates apply to \$2.00/hr. shift premium

**For other shift premiums, please contact the Fringe Benefit office for rates."

| | Journey. | Fore. | Genl. | Cert. Weld. |
|-------------------------------|----------|-------|-------|----------------|
| Journeyman Rate x Hrs. | | | | |
| V & H x Hrs. Paid | _____ | _____ | _____ | _____ |
| Pension Gross Wage | | | | |
| U.B.C. Per Capita x Hrs. Paid | | | | |
| Spec Assess x Hrs. Paid | _____ | _____ | _____ | _____ |
| Total Taxable Wage | | | | |
| H & W Ins x Hrs. Paid | | | | |
| H & W MRA x Hrs. Paid | | | | |
| Pen. x Hrs. Paid | | | | |
| Supp Pen x Hrs. Paid | | | | |
| App Trn x Hrs. Paid | | | | |
| UBC H & S x Hrs. Paid | | | | |
| UBC MLMP Fund x Hrs. Paid | | | | |
| Total Package | _____ | _____ | _____ | _____ |

The foregoing wage increases will be first allocated to the Pension Fund to meet any required PPA Rehabilitation or Funding Improvement Plan, or any other mandatory funding requirement. All increases for periods prior to June 1, 2019, shall remain unchanged, as per the parties current Underlying Agreement, however, employees will reduce wages or benefits as required by the Pension Fund's actuary, during the term of this Agreement in order to meet scheduled changes under the Rehabilitation Plan and divert those amounts into pension. All employee classifications will have their benefits calculated at the same hourly rate or percentage of wages.

Journeyman Wage Increase

June 1, 2019 through May 31, 2020 - \$1.75 per hour

June 1, 2020 through May 31, 2021 - \$2.00 per hour

June 1, 2021 through May 31, 2022 - \$2.25 per hour

50% of allocations per any given year are to be non-taxable wages.

Wages will first be allocated to satisfy any required Pension Fund contribution increases as a result of any performance improvement or rehabilitation plan or another mandatory funding requirement.

Allocations are required one week before the June 1 contract change. If allocations are not received prior to the one (1) week pay period, increases will take effect on the next pay cycle with no back pay.

Foreman/General Foreman/Certified Welder Wage Increases

Foreman - \$2.00 above Journeyman Base

General Foreman - \$3.00 above Journeyman Base

Certified Welder - \$2.00 above Journeyman Base*

*Increase of \$2.00 applies only to 1" certification when project specific certified welders are requested by Employer.

Work Permits/White Tickets

Any persons who are not referred members of Millwrights Local 1102 or the Michigan Regional Council of Carpenters working on a Millwright work permit will be paid at 70% of the Millwright Journeyman total package rate, i.e. base wage and all fringes will be reduced by 30%. Any UBC Millwright (Traveler) working on a Millwright permit will be paid at the full Millwright Journeyman rate. Any MRCC Carpenter (or other classification) working on a Millwright Local 1102 work permit will be paid at the then applicable Commercial Carpenter Journeyman rate.

All Fringe Benefit Funds' contributions and monies will be distributed through Millwrights Local 1102.

Any MRCC Carpenter that holds a Millwrights qualification will be paid at the Millwrights rate.

Pay Period Withholding

The Employer shall utilize a five (5) day payroll period – five (5) working days, Monday through Friday, excluding holidays.

SOUTHEASTERN APPRENTICE RATES:

FIRST SHIFT

EFFECTIVE: 6-01-19 thru 5-31-20

| | 0.60 | 0.65 | 0.70 | 0.75 | 0.80 | 0.85 | 0.90 | 0.95 |
|-------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Journeyman Rate x Hrs. | 17.70 | 19.18 | 20.65 | 22.13 | 23.60 | 25.08 | 26.55 | 28.03 |
| V & H x Hrs. Paid | <u>3.00</u> | <u>3.25</u> | <u>3.50</u> | <u>3.75</u> | <u>4.00</u> | <u>4.25</u> | <u>4.50</u> | <u>4.75</u> |
| Pension Gross Wage | 20.70 | 22.43 | 24.15 | 25.88 | 27.60 | 29.33 | 31.05 | 32.78 |
| U.B.C. Per Capita x Hrs. Paid | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| Spec Assess x Hrs. Paid | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> |
| Total Taxable Wage | 20.95 | 22.68 | 24.40 | 26.13 | 27.85 | 29.58 | 31.30 | 33.03 |
| H & W Ins x Hrs. Paid | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 |
| H & W MRA x Hrs. Paid | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| Pen. x Hrs. Paid | 9.46 | 10.24 | 11.03 | 11.82 | 12.61 | 13.39 | 14.18 | 14.97 |
| Supp Pen x Hrs. Paid | 6.14 | 6.48 | 6.82 | 7.16 | 7.49 | 7.83 | 8.17 | 8.50 |
| App Trn x Hrs. Paid | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| UBC H & S x Hrs. Paid | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| UBC MLMP Fund x Hrs. Paid | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> |
| Total Package | <u>45.25</u> | <u>48.10</u> | <u>50.95</u> | <u>53.81</u> | <u>56.65</u> | <u>59.50</u> | <u>62.35</u> | <u>65.20</u> |

SOUTHEASTERN APPRENTICE RATES:
SECOND SHIFT
EFFECTIVE: 6-01-19 thru 5-31-20

*These rates apply to \$2.00/hr. shift premium

**For other shift premiums, please contact the Fringe Benefit office for rates."

| | 0.60 | 0.65 | 0.70 | 0.75 | 0.80 | 0.85 | 0.90 | 0.95 |
|-------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Journeyman Rate x Hrs. | 19.70 | 21.18 | 22.65 | 24.13 | 25.60 | 27.08 | 28.55 | 30.03 |
| V & H x Hrs. Paid | <u>3.26</u> | <u>3.50</u> | <u>3.74</u> | <u>3.99</u> | <u>4.23</u> | <u>4.47</u> | <u>4.71</u> | <u>4.96</u> |
| Pension Gross Wage | 22.96 | 24.68 | 26.39 | 28.12 | 29.83 | 31.55 | 33.26 | 34.99 |
| U.B.C. Per Capita x Hrs. Paid | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 34 Spec Assess x Hrs. Paid | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> | <u>0.20</u> |
| Total Taxable Wage | 23.21 | 24.93 | 26.64 | 28.37 | 30.08 | 31.80 | 33.51 | 35.24 |
| H & W Ins x Hrs. Paid | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 |
| H & W MRA x Hrs. Paid | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| Pen. x Hrs. Paid | 10.53 | 11.32 | 12.11 | 12.90 | 13.68 | 14.47 | 15.25 | 16.05 |
| Supp Pen x Hrs. Paid | 6.33 | 6.68 | 7.04 | 7.39 | 7.74 | 8.09 | 8.45 | 8.80 |
| App Trn x Hrs. Paid | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| UBC H & S x Hrs. Paid | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| UBC MLMP Fund x Hrs. Paid | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> | <u>0.05</u> |
| Total Package | <u>48.77</u> | <u>51.63</u> | <u>54.49</u> | <u>57.36</u> | <u>60.20</u> | <u>63.06</u> | <u>65.91</u> | <u>68.79</u> |

SOUTHEASTERN APPRENTICE RATES:

FIRST SHIFT

EFFECTIVE: 6-01-20 thru 5-31-21

| | 0.60 | 0.65 | 0.70 | 0.75 | 0.80 | 0.85 | 0.90 | 0.95 |
|-------------------------------|------|------|------|------|------|------|------|------|
| Journeyman Rate x Hrs. | | | | | | | | |
| V & H x Hrs. Paid | | | | | | | | |
| Pension Gross Wage | | | | | | | | |
| U.B.C. Per Capita x Hrs. Paid | | | | | | | | |
| Spec Assess x Hrs. Paid | | | | | | | | |
| Total Taxable Wage | | | | | | | | |
| H & W Ins x Hrs. Paid | | | | | | | | |
| H & W MRA x Hrs. Paid | | | | | | | | |
| Pen. x Hrs. Paid | | | | | | | | |
| Supp Pen x Hrs. Paid | | | | | | | | |
| App Trn x Hrs. Paid | | | | | | | | |
| UBC H & S x Hrs. Paid | | | | | | | | |
| UBC MLMP Fund x Hrs. Paid | | | | | | | | |
| Total Package | | | | | | | | |

SOUTHEASTERN APPRENTICE RATES:

FIRST SHIFT

EFFECTIVE: 6-01-21 thru 5-31-22

| | 0.60 | 0.65 | 0.70 | 0.75 | 0.80 | 0.85 | 0.90 | 0.95 |
|-------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| Journeyman Rate x Hrs. | | | | | | | | |
| V & H x Hrs. Paid | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Pension Gross Wage | | | | | | | | |
| U.B.C. Per Capita x Hrs. Paid | | | | | | | | |
| Spec Assess x Hrs. Paid | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Total Taxable Wage | | | | | | | | |
| H & W Ins x Hrs. Paid | | | | | | | | |
| H & W MRA x Hrs. Paid | | | | | | | | |
| Pen. x Hrs. Paid | | | | | | | | |
| Supp Pen x Hrs. Paid | | | | | | | | |
| App Trn x Hrs. Paid | | | | | | | | |
| UBC H & S x Hrs. Paid | | | | | | | | |
| UBC MLMP Fund x Hrs. Paid | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Total Package | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

Failure to pay the gross wages when due shall constitute delinquency and a violation of this Agreement. The Union may withhold its members from Employers who fail to pay the gross wage.

(B) Contributions shall be made on all hours paid regardless of whether payment was for straight time or for overtime. Overtime hours shall be first converted to straight time and contributions then paid. Example: Millwrights paid for fifty (50) hours of work in one-week period. The contribution for H&W Ins. calculated as $40 \times \$7.05$ (current rate) plus $15 \times \$7.05 = \387.75 . All other benefits would be calculated using the same format of HOURS PAID.

(C) **Health & Welfare.** The Employer shall pay to the operator of the "lockbox" of the Michigan Regional Council of Carpenters Employee Benefits Fund, hereinafter referred to as Health Fund on behalf of each employee covered by this Agreement the amount specified in the wage schedule, per hour as gross health and welfare related contributions. The operator of the "lockbox" first shall deduct from such gross health and welfare related contributions the amount equal to 38% of the Michigan Regional Council of Carpenters and Millwrights Joint Delinquency Committee expenses as are deemed allocable to the Health Fund, for purposes of this Agreement and disburse those amounts to persons as directed by the Michigan Regional Council of Carpenters and Millwrights Joint Delinquency Committee to pay the percentage of collection related expenses (including salary and other costs and expenses related to the collection coordinator) and expenses of the operation of that Committee as is set forth in this Agreement. Remaining gross health and welfare related contributions required by this section shall be paid to the Health Fund as health fund contributions. The operator of the "lockbox" to which gross health and welfare related contributions required by this Agreement are made shall pay and administer

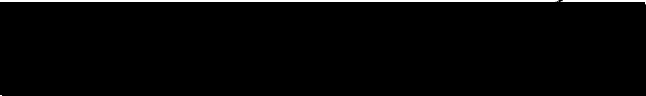
Millwrights' Local No. 1102. The operator of the "lockbox" to which gross vacation pay related contributions required by this Agreement are made shall pay and administer such contributions as are received under this Agreement consistent with this Agreement.

In the event the Employer is delinquent in transmitting Vacation Pay it shall pay an amount equivalent to the interest that would have been earned on said money at the bank or other financial institution to which it was being transmitted.


(E) **Pension.** The Employer shall pay the operator of the "lockbox" of the Millwrights' Local No. 1102 Fringe Benefit Funds as gross pension related contributions the amount specified in the wage schedule for journeyman of the actual hourly rate of each Employee covered by this Agreement. The lockbox operator first shall deduct from such pension related contributions an amount equal to 31% of the Joint Delinquency Committee expenses as are deemed allocable to the Carpenters Pension Trust Fund-Detroit & Vicinity for the purposes of this Agreement and disburse those amounts to persons as directed by the Joint Delinquency Committee to pay the percentage of collection related expenses (including salary and other costs and expenses related to the collection coordinator) and expenses of the operation of that Committee as is set forth in this Agreement. Remaining gross pension related contributions required by this section shall be paid to the Carpenters Pension Trust Fund-Detroit & Vicinity as Pension Fund contributions. The operator of the "lockbox" to which gross pension related contributions required by this Agreement are made shall pay and administer such contributions as are received under this Agreement consistent with this Agreement.

(F) **Supplemental Pension.** The Employer shall pay to the operator of the "lockbox" of the Millwrights' Local No. 1102 Fringe Benefit Fund as gross supplemental pension

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 20th day of March, 2019.

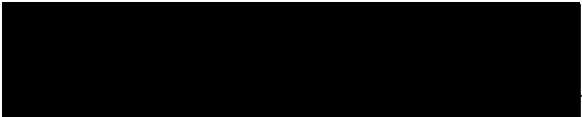


MICHIGAN REGIONAL COUNCIL OF CARPENTERS
Michael J. Jackson, Sr., Executive Secretary/Treasurer




MILLWRIGHTS LOCAL 1102
Michael Barnwell, Negotiation Committee

MICHIGAN CONVEYORS MANUFACTURERS
ASSOCIATION & AGC of MICHIGAN



Todd Begerowski – Wage Negotiation Committee

ASSOCIATED GENERAL CONTRACTORS of
MICHIGAN



Scott Panatleo – Wage Negotiation Committee

2012 – 2016

as AMENDED and EXTENDED through May 31, 2019

CARPENTERS AGREEMENT

Covering

Commercial, Industrial
And Institutional
Construction

Entered between

The AGC of Michigan

and

Michigan Regional
Council of Carpenters

Detroit, Michigan

2012 – 2016

as AMENDED and EXTENDED through May 31, 2019

CARPENTERS AGREEMENT

Covering

**Commercial, Industrial
and Institutional
Construction**

Entered between

The AGC of Michigan

and

**Michigan Regional
Council of Carpenters**

Detroit, Michigan



2012-2019 CARPENTERS' AGREEMENT

This Agreement made as of June 1, 2012, as amended and extended on March 22, 2013, by and between AGC of Michigan, hereinafter called the "Association", representing its members, who are hereinafter called "Employer", and the Michigan Regional Council of Carpenters, which has jurisdiction in the entire State of Michigan and all off-shore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union", and its successors, and any additional counties which may be added to the union through reorganization of the State of Michigan.

The current underlying Agreement, which was set to expire on May 31, 2016, is hereby amended effective March 22, 2013. The terms and conditions of the Amended Agreement are contained herein, and include an extension of the underlying Agreement, which shall now expire on May 31, 2019.

The geographic territory governed by this Agreement consists of Wayne, Oakland, Macomb, Sanilac, St. Clair, Washtenaw and Monroe Counties and the Townships of Brighton, Deerfield, Genoa, Green Oaks, Hamburg, Hartland, Osceola, Putnam, Tyrone and Unadilla in Livingston County and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employer, his employees and the Union, and to establish an understanding relative to gross wages, hours of work, and all other conditions of employment so that the Employer, his employees and the Union may all profit from the fair and stable conditions in the industry which will result therefrom;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE I

Exclusive Bargaining, Employment and General Terms and Conditions

1. The Association signatory hereto recognizes the Union as the sole and exclusive collective bargaining agent for a majority of all persons employed as Carpenters in the geographical area coming within the jurisdiction of the Union; and

The Union recognizes the Association as the sole and exclusive collective bargaining agent for its members, the majority of contractors engaged in commercial, industrial, institutional and heavy construction work, for the purpose of collective bargaining in the geographical area coming within the jurisdiction of the Union.

2. It is specifically agreed and understood that this Agreement exclusively governs the wages, terms, and conditions of employment of all Carpenters performing work of any description coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, employed by an Employer represented through the Association, the majority of contractors engaged in commercial, industrial, institutional and heavy construction work, regardless of whether such Employer is acting in the capacity of a prime or subcontractor.

3. The parties to this Agreement acknowledge that they are subject to state and federal law and

double time for any work performed are: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day and Labor Day. No work shall be done on Labor Day except for protection of life or property. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday and if work is performed the rate shall be double time.

(a) If a holiday is celebrated on Friday or Monday, four 10-hour straight-time weekdays may be worked during the calendar week in which a holiday is celebrated to enable Carpenters to have a 3-day weekend. In addition, the Employer may choose to work four 10-hour, straight-time weekdays during the week preceding or following this holiday week, to enable Carpenters to have a 4-day weekend. Jobs which have worked overtime on a regular basis within two weeks of the holiday may not change the workweek in accordance with this Paragraph. Notice must be given to the Union at least 5 work days before the first 4-10 day is worked.

6. Travel. When an employee agrees to be sent out of the territorial jurisdiction of the Union by the Employer he shall receive all authorized expenses and either the scale or wages in the locality or in this Agreement.

7. Coffee Break. Where all crafts employed on the job site agree, the following coffee break schedule shall apply. Each employee shall be allowed to take a 20-minute coffee break near their workstation during the first four (4) hour work period. If an employee is requested to work 10 (ten) hours or more, an additional 10-minute coffee break shall be provided during the ninth hour of work time for all employees. During the time period of June 1st through August 31st, Carpenters working on outdoor projects only may be permitted a ten (10) minute coffee break near their work station during the first four (4) hour work period and once during the second four (4) hour work period. The specific times of all breaks shall be determined by the Employer and need not be at the same time for all employees. This Coffee Break schedule shall only apply to the Carpenters if all other crafts employed on the job site agree to this beverage break schedule.

ARTICLE IX

Wages and Fringe Benefit Contributions

The gross wage shown in these schedules includes required payments for Wages, Insurance, Pension and Dues Assessment contributions. Failure to pay the Base Wage and the funded fringe benefit contributions when due is payment of less than the Gross Wage and shall constitute a status of delinquency and a violation of this Agreement. The Union shall withhold its members from Employers who are thus in violation: In the event any Employer is delinquent in the payment of Wages or his contributions to the Insurance, Pension, Apprenticeship, Dues Assessment or Labor-Management Productivity and Training Funds, the Union, after giving the Employer and the Association twenty-four (24) hours notice (excluding Saturdays, Sundays and Holidays) by certified mail or telegram, of such delinquency, shall have the right to take strike action against such Employer, notwithstanding any other provision of this Agreement.

1. The minimum rate of wages for Foremen, Journeymen, and Apprentice Carpenters shall be defined as follows:

Zone 1 consists of Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

Zone 2 consists of Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Osceola, Putnam, Tyrone and Unadilla.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013**

**ZONE 1 – JOURNEYMAN: Macomb, Monroe, Oakland,
St. Clair and Wayne Counties**

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-------------------------------|-------------------------------|-------------------------------|
| *Base Wage | \$29.41 | \$31.37 | \$33.61 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.36 | 15.32 | 16.41 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.48</u> | <u>1.58</u> | <u>1.69</u> |
| Gross Wage | <u>\$ 52.75</u> | <u>\$ 55.77</u> | <u>\$ 59.21</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 53.21</u> | <u>\$ 56.23</u> | <u>\$ 59.67</u> |

*Denotes Taxable Items

(F) – Funded

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 1 – FOREMAN

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-------------------------------|-------------------------------|-------------------------------|
| *Base Wage | \$30.80 | \$32.85 | \$35.20 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 15.04 | 16.04 | 17.19 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.55</u> | <u>1.65</u> | <u>1.77</u> |
| Gross Wage | <u>\$ 54.89</u> | <u>\$ 58.04</u> | <u>\$ 61.66</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 55.35</u> | <u>\$ 58.50</u> | <u>\$ 62.12</u> |

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 1 - CARPENTER LAYOUT MAN

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-------------------------------|-------------------------------|-------------------------------|
| *Base Wage | \$30.52 | \$32.55 | \$34.88 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.90 | 15.89 | 17.03 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.54</u> | <u>1.64</u> | <u>1.75</u> |
| Gross Wage | <u>\$ 54.46</u> | <u>\$ 57.58</u> | <u>\$ 61.16</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 54.92</u> | <u>\$ 58.04</u> | <u>\$ 61.62</u> |

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 2 – JOURNEYMAN: Sanilac and Washtenaw Counties and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Osceola, Putnam, Tyrone and Unadilla.

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-------------------------------|-------------------------------|-------------------------------|
| *Base Wage | \$29.19 | \$31.14 | \$33.36 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.25 | 15.21 | 16.29 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.47</u> | <u>1.57</u> | <u>1.68</u> |
| Gross Wage | <u>\$ 52.41</u> | <u>\$ 55.42</u> | <u>\$ 58.83</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 52.87</u> | <u>\$ 55.88</u> | <u>\$ 59.29</u> |

ZONE 2 – FOREMAN

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-------------------------------|-------------------------------|-------------------------------|
| *Base Wage | \$30.58 | \$32.62 | \$34.95 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.93 | 15.93 | 17.07 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.54</u> | <u>1.64</u> | <u>1.76</u> |
| Gross Wage | <u>\$ 54.55</u> | <u>\$ 57.69</u> | <u>\$ 61.28</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 55.01</u> | <u>\$ 58.15</u> | <u>\$ 61.74</u> |

Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues is included in the Base Wage as stated above (currently 4%).

Note: The Base Wage, Special Assessment Fund, Special Assessment Building Fund and the U.B.C. Per Cap contributions are added together before payroll taxes are calculated. After taxes are calculated, the Special Assessment Fund contributions are deposited into their respective Fund. For an example, see last page of this booklet.

ZONE 2 - CARPENTER LAYOUT MAN

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|------------------------|------------------------|------------------------|
| *Base Wage | \$30.30 | \$32.32 | \$34.63 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.80 | 15.78 | 16.91 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.52</u> | <u>1.63</u> | <u>1.74</u> |
| Gross Wage | <u>\$ 54.12</u> | <u>\$ 57.23</u> | <u>\$ 60.78</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund (F) | .12 | .12 | .12 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 54.58</u> | <u>\$ 57.69</u> | <u>\$ 61.24</u> |

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013
THROUGH MAY 31, 2014**

JOURNEYMAN

Effective June 1, 2013 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 1, 2013 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rates effective June 1, 2013 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014
THROUGH MAY 31, 2015**

JOURNEYMAN

Effective June 1, 2014, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 1 2014 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rate effective June 1, 2014 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2015
THROUGH MAY 31, 2016**

JOURNEYMAN

Effective June 1, 2015, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 1, 2015 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rate effective June 1, 2015 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016
THROUGH MAY 31, 2017**

JOURNEYMAN

Effective June 1, 2016, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 1, 2016 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rate effective June 1, 2016 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2017
THROUGH MAY 31, 2018**

JOURNEYMAN

Effective June 1, 2017, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 1, 2017 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rate effective June 1, 2017 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2018
THROUGH MAY 31, 2019**

JOURNEYMAN

Effective June 1, 2018, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 1, 2018 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rate effective June 1, 2018 will be issued as a supplement to this Agreement.

During the term of this Agreement, the Union will reallocate money from the schedule of wages to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

LIGHT COMMERCIAL WAGE RATE

The Light Commercial wage rate shall apply to the following:

- Economy hotels, motels 3 stories and under
- Funeral homes
- Stand-alone restaurants, gas stations, bars and nightclubs
- One-story privately owned medical or dental facilities
- Apartments and Condos 3 stories and under
- Senior Centers, Nursing Homes and Assisted Living Residences 3 stories and under
- Wood frame office buildings 3 stories and under
- Privately funded K through 12 school buildings, which are not owned, operated or otherwise overseen by any public school boards.

The Light Commercial wage rate shall NOT apply to any work covered by the following:

- National Maintenance Agreements
- General President's Agreements
- Project Labor Agreements
- Prevailing Wage/Davis Bacon Law
- Concrete Tilt Up Wall
- Student Housing over 3 stories

Prevailing Wage Work: The Employer can pay the most recently published prevailing wage rates in counties where the MRCC contract prevails. Such rates will automatically be set at the applicable prevailing wage rate as they are published by the Federal Government, or the State of Michigan so long as they maintain and publish such rates. The foregoing shall not apply in counties in which the MRCC Carpenters' wage rate does not prevail.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2012**

| | |
|-----------------------------------|----------------|
| *Base Wage | \$23.15 |
| *Special Assessment Building Fund | 0.10 |
| Health & Welfare | 5.00 |
| Pension | 4.19 |
| Annuity Fund | 0.10 |
| LMPT Fund | 0.10 |
| Apprentice Fund | 0.21 |
| Industry Advancement Fund | 0.15 |
| UBC Fund | <u>0.15</u> |
| TOTAL PACKAGE | \$33.15 |

*Denotes Taxable Items

If the multi-family rate is adjusted, the above rate shall be adjusted accordingly.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013**

| | |
|-----------------------------------|----------------|
| *Base Wage | \$23.65 |
| *Special Assessment Building Fund | 0.10 |
| *U.B.C. Per Cap | 0.05 |
| U.B.C. Training | 0.10 |
| Health & Welfare | 5.00 |
| Pension | 4.69 |
| Annuity Fund | 0.10 |
| LMPT Fund | 0.10 |
| Apprentice Fund | 0.21 |
| Industry Advancement Fund | <u>0.15</u> |
| TOTAL PACKAGE | \$34.15 |

*Denotes Taxable Items

If the multi-family rate is adjusted, the above rate shall be adjusted accordingly.

ZONE 1
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013

CARPENTER AND LATHER APPRENTICE RATES ZONE 1 – First Shift

| First Shift | *Base Wage | *Spec. Assmt. | *UBC Per Cap | UBC Trng | INS. | 48.83% Pension | 5.03% Annuity | Gross | Appr. | LMPT | IAF | Total |
|---------------------------|-------------------|----------------------|---------------------|-----------------|-------------|-----------------------|----------------------|----------------|--------------|-------------|------------|----------------|
| 1 st 6mo (55%) | \$16.18 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$7.90 | \$0.81 | \$32.39 | \$0.29 | \$0.07 | \$0.10 | \$32.85 |
| 2 nd 6mo (55%) | \$16.18 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$7.90 | \$0.81 | \$32.39 | \$0.29 | \$0.07 | \$0.10 | \$32.85 |
| 3 rd 6mo (60%) | \$17.65 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$8.62 | \$0.89 | \$34.66 | \$0.29 | \$0.07 | \$0.10 | \$35.12 |
| 4 th 6mo (65%) | \$19.12 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.34 | \$0.96 | \$36.92 | \$0.29 | \$0.07 | \$0.10 | \$37.38 |
| 5 th 6mo (70%) | \$20.59 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$10.05 | \$1.04 | \$39.18 | \$0.29 | \$0.07 | \$0.10 | \$39.64 |
| 6 th 6mo (75%) | \$22.06 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$10.77 | \$1.11 | \$41.44 | \$0.29 | \$0.07 | \$0.10 | \$41.90 |
| 7 th 6mo (80%) | \$23.53 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$11.49 | \$1.18 | \$43.70 | \$0.29 | \$0.07 | \$0.10 | \$44.16 |
| 8 th 6mo (85%) | \$25.00 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$12.21 | \$1.26 | \$45.97 | \$0.29 | \$0.07 | \$0.10 | \$46.43 |

* Denotes taxable items

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Apprentice amount of \$0.29 includes \$0.12 for the Apprenticeship Reimbursement Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

ZONE 1
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013

CARPENTER AND LATHER APPRENTICE RATES ZONE 1 – Second Shift

| Second Shift | *Base Wage | *Spec. Assmt. | *UBC Per Cap | UBC Trng | INS. | 48.83% Pension | 5.03% Annuity | Gross | Appr. | LMPT | IAF | Total |
|---------------------------|-------------------|----------------------|---------------------|-----------------|-------------|-----------------------|----------------------|----------------|--------------|-------------|------------|----------------|
| 1 st 6mo (55%) | \$17.25 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$8.42 | \$0.87 | \$34.04 | \$0.29 | \$0.07 | \$0.10 | \$34.50 |
| 2 nd 6mo (55%) | \$17.25 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$8.42 | \$0.87 | \$34.04 | \$0.29 | \$0.07 | \$0.10 | \$34.50 |
| 3 rd 6mo (60%) | \$18.82 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.19 | \$0.95 | \$36.46 | \$0.29 | \$0.07 | \$0.10 | \$36.92 |
| 4 th 6mo (65%) | \$20.39 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.96 | \$1.03 | \$38.88 | \$0.29 | \$0.07 | \$0.10 | \$39.34 |
| 5 th 6mo (70%) | \$21.96 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$10.72 | \$1.10 | \$41.28 | \$0.29 | \$0.07 | \$0.10 | \$41.74 |
| 6 th 6mo (75%) | \$23.53 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$11.49 | \$1.18 | \$43.70 | \$0.29 | \$0.07 | \$0.10 | \$44.16 |
| 7 th 6mo (80%) | \$25.10 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$12.26 | \$1.26 | \$46.12 | \$0.29 | \$0.07 | \$0.10 | \$46.58 |
| 8 th 6mo (85%) | \$26.66 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$13.02 | \$1.34 | \$48.52 | \$0.29 | \$0.07 | \$0.10 | \$48.98 |

* Denotes taxable items

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Apprentice amount of \$0.29 includes \$0.12 for the Apprenticeship Reimbursement Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

ZONE 1
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013

CARPENTER AND LATHER APPRENTICE RATES ZONE 1 – Third Shift

| Third Shift | *Base Wage | *Spec. Assmt. | *UBC Per Cap | UBC Trng | INS. | 48.83% Pension | 5.03% Annuity | Gross | Appr. | LMPT | IAF | Total |
|---------------------------|-------------------|----------------------|---------------------|-----------------|-------------|-----------------------|----------------------|----------------|--------------|-------------|------------|----------------|
| 1 st 6mo (55%) | \$18.49 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.03 | \$0.93 | \$35.95 | \$0.29 | \$0.07 | \$0.10 | \$36.41 |
| 2 nd 6mo (55%) | \$18.49 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.03 | \$0.93 | \$35.95 | \$0.29 | \$0.07 | \$0.10 | \$36.41 |
| 3 rd 6mo (60%) | \$20.17 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.85 | \$1.01 | \$38.53 | \$0.29 | \$0.07 | \$0.10 | \$38.99 |
| 4 th 6mo (65%) | \$21.85 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$10.67 | \$1.10 | \$41.12 | \$0.29 | \$0.07 | \$0.10 | \$41.58 |
| 5 th 6mo (70%) | \$23.53 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$11.49 | \$1.18 | \$43.70 | \$0.29 | \$0.07 | \$0.10 | \$44.16 |
| 6 th 6mo (75%) | \$25.21 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$12.31 | \$1.27 | \$46.29 | \$0.29 | \$0.07 | \$0.10 | \$46.75 |
| 7 th 6mo (80%) | \$26.89 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$13.13 | \$1.35 | \$48.87 | \$0.29 | \$0.07 | \$0.10 | \$49.33 |
| 8 th 6mo (85%) | \$28.57 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$13.95 | \$1.44 | \$51.46 | \$0.29 | \$0.07 | \$0.10 | \$51.92 |

* Denotes taxable items

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Apprentice amount of \$0.29 includes \$0.12 for the Apprenticeship Reimbursement Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

ZONE 2
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013

CARPENTERS AND LATHERS APPRENTICE RATES ZONE 2 – First Shift

| First Shift | *Base Wage | *Spec. Assmt. | *UBC Per Cap | UBC Trng | INS. | 48.83% Pension | 5.03% Annuity | Gross | Appr. | LMPT | IAF | Total |
|---------------------------|-------------------|----------------------|---------------------|-----------------|-------------|-----------------------|----------------------|----------------|--------------|-------------|------------|----------------|
| 1 st 6mo (55%) | \$16.05 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$7.84 | \$0.81 | \$32.20 | \$0.29 | \$0.07 | \$0.10 | \$32.66 |
| 2 nd 6mo (55%) | \$16.05 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$7.84 | \$0.81 | \$32.20 | \$0.29 | \$0.07 | \$0.10 | \$32.66 |
| 3 rd 6mo (60%) | \$17.51 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$8.55 | \$0.88 | \$34.44 | \$0.29 | \$0.07 | \$0.10 | \$34.90 |
| 4 th 6mo (65%) | \$18.97 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.26 | \$0.95 | \$36.68 | \$0.29 | \$0.07 | \$0.10 | \$37.14 |
| 5 th 6mo (70%) | \$20.43 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.98 | \$1.03 | \$38.94 | \$0.29 | \$0.07 | \$0.10 | \$39.40 |
| 6 th 6mo (75%) | \$21.89 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$10.69 | \$1.10 | \$41.18 | \$0.29 | \$0.07 | \$0.10 | \$41.64 |
| 7 th 6mo (80%) | \$23.35 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$11.40 | \$1.17 | \$43.42 | \$0.29 | \$0.07 | \$0.10 | \$43.88 |
| 8 th 6mo (85%) | \$24.81 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$12.11 | \$1.25 | \$45.67 | \$0.29 | \$0.07 | \$0.10 | \$46.13 |

* Denotes taxable items

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Apprentice amount of \$0.29 includes \$0.12 for the Apprenticeship Reimbursement Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

ZONE 2
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013

CARPENTERS AND LATHERS APPRENTICE RATES ZONE 2 – Second Shift

| Second Shift | *Base Wage | *Spec. Assmt. | *UBC Per Cap | UBC Trng | INS. | 48.83% Pension | 5.03% Annuity | Gross | Appr. | LMPT | IAF | Total |
|---------------------------|-------------------|----------------------|---------------------|-----------------|-------------|-----------------------|----------------------|----------------|--------------|-------------|------------|----------------|
| 1 st 6mo (55%) | \$17.13 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$8.36 | \$0.86 | \$33.85 | \$0.29 | \$0.07 | \$0.10 | \$34.31 |
| 2 nd 6mo (55%) | \$17.13 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$8.36 | \$0.86 | \$33.85 | \$0.29 | \$0.07 | \$0.10 | \$34.31 |
| 3 rd 6mo (60%) | \$18.68 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.12 | \$0.94 | \$36.24 | \$0.29 | \$0.07 | \$0.10 | \$36.70 |
| 4 th 6mo (65%) | \$20.24 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.88 | \$1.02 | \$38.64 | \$0.29 | \$0.07 | \$0.10 | \$39.10 |
| 5 th 6mo (70%) | \$21.80 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$10.64 | \$1.10 | \$41.04 | \$0.29 | \$0.07 | \$0.10 | \$41.50 |
| 6 th 6mo (75%) | \$23.36 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$11.41 | \$1.18 | \$43.45 | \$0.29 | \$0.07 | \$0.10 | \$43.91 |
| 7 th 6mo (80%) | \$24.91 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$12.16 | \$1.25 | \$45.82 | \$0.29 | \$0.07 | \$0.10 | \$46.28 |
| 8 th 6mo (85%) | \$26.47 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$12.93 | \$1.33 | \$48.23 | \$0.29 | \$0.07 | \$0.10 | \$48.69 |

* Denotes taxable items

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Apprentice amount of \$0.29 includes \$0.12 for the Apprenticeship Reimbursement Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

ZONE 2
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013

CARPENTERS AND LATHERS APPRENTICE RATES ZONE 2 – Third Shift

| Third Shift | *Base Wage | *Spec. Assmt. | *UBC Per Cap | UBC Trng | INS. | 48.83% Pension | 5.03% Annuity | Gross | Appr. | LMPT | IAF | Total |
|---------------------------|-------------------|----------------------|---------------------|-----------------|-------------|-----------------------|----------------------|----------------|--------------|-------------|------------|----------------|
| 1 st 6mo (55%) | \$18.35 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$8.96 | \$0.92 | \$35.73 | \$0.29 | \$0.07 | \$0.10 | \$36.19 |
| 2 nd 6mo (55%) | \$18.35 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$8.96 | \$0.92 | \$35.73 | \$0.29 | \$0.07 | \$0.10 | \$36.19 |
| 3 rd 6mo (60%) | \$20.02 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$9.78 | \$1.01 | \$38.31 | \$0.29 | \$0.07 | \$0.10 | \$38.77 |
| 4 th 6mo (65%) | \$21.68 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$10.59 | \$1.09 | \$40.86 | \$0.29 | \$0.07 | \$0.10 | \$41.32 |
| 5 th 6mo (70%) | \$23.35 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$11.40 | \$1.17 | \$43.42 | \$0.29 | \$0.07 | \$0.10 | \$43.88 |
| 6 th 6mo (75%) | \$25.02 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$12.22 | \$1.26 | \$46.00 | \$0.29 | \$0.07 | \$0.10 | \$46.46 |
| 7 th 6mo (80%) | \$26.69 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$13.03 | \$1.34 | \$48.56 | \$0.29 | \$0.07 | \$0.10 | \$49.02 |
| 8 th 6mo (85%) | \$28.36 | \$0.30 | \$0.05 | \$0.10 | \$7.05 | \$13.85 | \$1.43 | \$51.14 | \$0.29 | \$0.07 | \$0.10 | \$51.60 |

* Denotes taxable items

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund. Apprentice amount of \$0.29 includes \$0.12 for the Apprenticeship Reimbursement Fund. Special Assessment of \$0.30 includes \$0.10 for the Building Fund. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013 THROUGH MAY 31, 2014
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2013 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014 THROUGH MAY 31, 2015
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2014 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2015 THROUGH MAY 31, 2016
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2015 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016 THROUGH MAY 31, 2017
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2016 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2017 THROUGH MAY 31, 2018
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2017 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2018 THROUGH MAY 31, 2019
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 1, 2018 will be issued as a supplement to this Agreement.

During the term of this Agreement, the Union will reallocate money from the schedule of wages to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereinafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

2. **Health and Welfare.** The Employer shall pay **the amount specified in Article IX** for all hours worked by each employee covered by this Agreement to MRCC Employee Benefits Fund, hereinafter called Health and Welfare Fund. The Health and Welfare (also referred to as Insurance) contribution is calculated on all hours worked.

3. **Pension.** The Employer shall pay **the percentage specified in Article IX** 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 contribution is calculated on all hours paid.

Effective the first full pay period on or after June 1, 2013, the Pension Fund contribution, to the extent legally permissible under the Rehabilitation/Funding Improvement Plan in effect under the Pension Protection Act of 2006, as amended, during the term of this Agreement, shall be made on the basis of hours worked---not paid. The determination as to the permissibility of converting the pension contribution shall be made by the Pension Fund's Board of Trustees.

4. **Annuity.** The Employer shall pay **the percentage specified in Article IX** of the actual hourly rate (but not less than the minimum base wage) of each employee covered by this Agreement to MRCC Annuity Fund, Detroit and Vicinity, hereinafter called Annuity Fund. The Annuity contribution is calculated on all hours paid.

Effective the first full pay period on or after June 1, 2013, the Annuity Fund contribution shall be made on the basis of hours worked---not paid.

5. **Apprenticeship and Training.** The Employer shall pay **the amount specified in Article IX** 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 all hours worked.

6. **U.B.C. Funds.** The Employer shall pay **the amount specified in Article IX** for all hours worked by each Employee covered by this Agreement to the United Brotherhood of Carpenters Health & Safety Fund of North America, United Brotherhood of Carpenters Apprenticeship & Training Fund of North America, Labor Management Education and Development Fund, to be allocated among said Funds by the Union. Said contributions are calculated on all hours worked.

7. **Apprentice Reimbursement Program.** The Employer shall pay a Reimbursement Fund contribution in **the amount specified in Article IX** for all hours worked by each employee covered by this Agreement to the Detroit Carpenters' Joint Apprenticeship and Training Committee. The contribution is calculated on an hours worked basis.

8. **Labor Management Productivity and Training Committee.** An Employer performing work under the terms of this Agreement shall pay to the Labor-Management Productivity and Training Committee the **amount specified in Article IX** for all hours worked by each employee covered by this Agreement. The Articles of Incorporation and Bylaws of the Labor-Management Productivity and Training Committee filed with the State of Michigan on January 29, 1986, and amendments thereto, are hereby incorporated herein by reference.

9. **Industry Advancement Program.** An Employer performing work under the terms of this Agreement shall pay into the Industry Advancement Program (IAP) of the Association **the amount specified in Article IX** for all hours worked by each employee covered by this Agreement. Contributions shall be in accordance with the Supplemental Agreement hereto and

2012-2019

PILEDIVING AND CAISSON DRILLING AGREEMENT

This Agreement made June 1, 2012, as amended and extended on March 22, 2013, by and between AGC of Michigan, who is hereinafter called the "Association," representing its members who are hereinafter called, "Employer," and the Michigan Regional Council of Carpenters, which has jurisdiction in the entire State of Michigan and all off-shore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union," and its successors, and any additional counties which may be added to the Union through reorganization of the State of Michigan.

The geographic territory governed by this Agreement consists of Wayne, Oakland, Macomb, Sanilac, St. Clair, Washtenaw and Monroe Counties and the Townships of Brighton, Deerfield, Genoa, Green Oaks, Hamburg, Hartland, Osceola, Putnam, Tyrone and Unadilla in Livingston County and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States.

WHEREAS, it is the intent and purpose of the parties hereto to specify in this Agreement the wages, terms and working conditions of employment of employees performing piledriving and caisson drilling work;

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the Employer and the Union agree as follows:

ARTICLE I

Scope of Agreement

1. The Carpenters' Agreement as of June 1, 2012, as amended and extended on March 22, 2013 by and between the parties hereto is incorporated by reference into this Agreement with the exception of Article VII, "Apprentices," and Article XII, "Show-Up Time," of the Carpenter Agreement. The words "Piledriver" and "piledriving" shall be substituted in place of the words "Carpenter" and "carpentry" in Article I, Paragraph 1, and Article II thereof.

2. The following terms and conditions shall apply with respect to work performed by employees covered by this Agreement.

ARTICLE II

Crew Size and Manning of Jobs

The following are minimum crew sizes except that the Union and the Employer may meet to determine if the crew size can be adjusted due to extenuating circumstances on certain jobs.

1. Foundation Pile Driving Rigs:

- a) Basic Crew: Three (3) piledrivers and a working foreman shall constitute a piledriving crew when installing all types of foundation piles such as pipe piles, shell piles, steel piles, wood piles or auger cast piles, except as hereinafter qualified.
- b) Supplemental Crew Members: If steady welding work is required on the job, a welder shall be added to the crew. Where there is a minimum amount of welding, one of the crew may do the necessary welding.

2. Steel Sheet Piling Rigs: Three (3) piledrivers and a working foreman shall constitute a crew for driving steel sheet piling, except as hereinafter qualified.

ARTICLE IV
Wages and Fringe Benefit Contributions

1. The minimum rate of wages for Foremen and Journeyman Piledrivers shall be as follows:

Zone 1 consists of Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

Zone 2 consists of Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Osceola, Putnam, Tyrone and Unadilla.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013**

ZONE 1-JOURNEYMAN

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-------------------------------|-------------------------------|-------------------------------|
| *Base Wage | \$29.41 | \$31.37 | \$33.61 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.36 | 15.32 | 16.41 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.48</u> | <u>1.58</u> | <u>1.69</u> |
| Gross Wage | <u>\$ 52.75</u> | <u>\$ 55.77</u> | <u>\$ 59.21</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | .10 | .10 | .10 |
| Guaranty Fund (if required under Article X of the Carpenters Agreement) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 53.19</u> | <u>\$ 56.21</u> | <u>\$ 59.65</u> |

*Denotes Taxable Items

(F) – Funded

ZONE 1 - PILEDRIIVER FOREMAN

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-------------------------------|-------------------------------|-------------------------------|
| *Base Wage | \$31.08 | \$33.15 | \$35.52 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 15.18 | 16.19 | 17.34 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.56</u> | <u>1.67</u> | <u>1.79</u> |
| Gross Wage | <u>\$ 55.32</u> | <u>\$ 58.51</u> | <u>\$ 62.15</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | .10 | .10 | .10 |
| Guaranty Fund (if required under Article X of the Carpenters Agreement) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 55.76</u> | <u>\$ 58.95</u> | <u>\$ 62.59</u> |

* Denotes Taxable Items (F)-Funded

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2013 THROUGH MAY 31, 2013**

ZONE 2 – PILEDRIVER JOURNEYMAN

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-------------------------------|--|--|
| *Base Wage | \$29.19 | \$31.14 | \$33.36 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 14.25 | 15.21 | 16.29 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.47</u> | <u>1.57</u> | <u>1.68</u> |
| Gross Wage | <u>\$ 52.41</u> | <u>\$ 55.42</u> | <u>\$ 58.83</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | .10 | .10 | .10 |
| Guaranty Fund (if required under Article X of the Carpenters Agreement) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 52.85</u> | <u>\$ 55.86</u> | <u>\$ 59.27</u> |

*Denotes Taxable Items (F) - Funded

ZONE 2 - PILEDRIVER FOREMAN

| Classification | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-------------------------------|-------------------------------|-------------------------------|
| *Base Wage | \$30.86 | \$32.92 | \$35.27 |
| *Special Assessment Fund (taxed) | .20 | .20 | .20 |
| *Special Assessment Building Fund (taxed) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 | .05 |
| U.B.C. Training (F) | .10 | .10 | .10 |
| Health & Welfare Insurance (F) | 6.55 | 6.55 | 6.55 |
| Health & Welfare Supplemental (F) | .50 | .50 | .50 |
| Pension 48.83% of Base Wage (F) | 15.07 | 16.07 | 17.22 |
| Annuity Fund – 5.03% of Base Wage (F) | <u>1.55</u> | <u>1.66</u> | <u>1.77</u> |
| Gross Wage | <u>\$ 54.98</u> | <u>\$ 58.15</u> | <u>\$ 61.76</u> |
| Apprenticeship (F) | .17 | .17 | .17 |
| LMPT (F) | .07 | .07 | .07 |
| IAP (F) | .10 | .10 | .10 |
| Guaranty Fund (if required under Article X of the Carpenters Agreement) | <u>.10</u> | <u>.10</u> | <u>.10</u> |
| TOTAL | <u>\$ 55.42</u> | <u>\$ 58.59</u> | <u>\$ 62.20</u> |

* Denotes Taxable Items (F) – Funded

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013
THROUGH MAY 31, 2014**

PILEDRIIVER JOURNEYMAN - ZONE 1 AND ZONE 2

Effective June 1, 2013 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.35 per hour. The Piledriver Journeyman wage rate effective June 1, 2013 will be issued as a supplement to this Agreement.

PILEDRIIVER FOREMAN

The Piledriver Foreman wage rate effective June 1, 2013 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014
THROUGH MAY 31, 2015**

PILEDRIIVER JOURNEYMAN - ZONE 1 AND ZONE 2

Effective June 1, 2014 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.35 per hour. The Piledriver Journeyman wage rate effective June 1, 2014 will be issued as a supplement to this Agreement.

PILEDRIIVER FOREMAN

The Piledriver Foreman wage rate effective June 1, 2014 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2015
THROUGH MAY 31, 2016**

PILEDRIIVER JOURNEYMAN - ZONE 1 AND ZONE 2

Effective June 1, 2015 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.35 per hour. The Piledriver Journeyman wage rate effective June 1, 2015 will be issued as a supplement to this Agreement.

PILEDRIIVER FOREMAN

The Piledriver Foreman wage rate effective June 1, 2015 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016
THROUGH MAY 31, 2017**

PILEDRIIVER JOURNEYMAN - ZONE 1 AND ZONE 2

Effective June 1, 2016 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.10 per hour. The Piledriver Journeyman wage rate effective June 1, 2016 will

be issued as a supplement to this Agreement.

PILEDRIIVER FOREMAN

The Piledriver Foreman wage rate effective June 1, 2016 will be issued as a supplement to this Agreement.

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2017 THROUGH MAY 31, 2018

PILEDRIIVER JOURNEYMAN - ZONE 1 AND ZONE 2

Effective June 1, 2017 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.10 per hour. The Piledriver Journeyman wage rate effective June 1, 2017 will be issued as a supplement to this Agreement.

PILEDRIIVER FOREMAN

The Piledriver Foreman wage rate effective June 1, 2017 will be issued as a supplement to this Agreement.

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2018 THROUGH MAY 31, 2019

PILEDRIIVER JOURNEYMAN - ZONE 1 AND ZONE 2

Effective June 1, 2018 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.10 per hour. The Piledriver Journeyman wage rate effective June 1, 2018 will be issued as a supplement to this Agreement.

PILEDRIIVER FOREMAN

The Piledriver Foreman wage rate effective June 1, 2018 will be issued as a supplement to this Agreement.

During the term of this Agreement, the Union will reallocate money from the schedule of wages, to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereinafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

ARTICLE V

Travel

1. The shipping point on which time shall be based is the Detroit City-County Building. All travel to be computed on a radius basis.

0-40 miles equals free zone.

Over 40 miles @ \$10.00/day.

ARTICLE VI

Piledriver Show-Up Time

1. The employee shall receive two (2) hours' show-up time regardless of weather. During these two (2) hours the employee must be available for assignment unless excused by his Employer.

2. Any employee who is discharged from his work shall be allowed two (2) hours' traveling time for going to the main office for his pay unless paid on the job.

3. When an employee is working beyond the 40-mile free zone and stays through his lunch period, he shall be guaranteed a minimum of one hour's pay in the afternoon portion of the shift which shall be considered as afternoon show-up time. During this one-hour period, he shall be expected to remain on the job and be available for work unless excused by the Employer.

4. Piledrivers sent from the office of the Union to a jobsite where the M.U.S.T. Safety certification is required by the project owner employing the contractor, must demonstrate they have the requisite certification as required by the owner. All employees must be current with the M.U.S.T. Drug and Alcohol Screening Program, or its successor, and must have successfully completed the requisite for safety modules to be eligible for show-up time pay. The contractor is required to provide the Union with the required specifications signed and authorized via facsimile or mail at least 24 hours prior to the request for employees.

ARTICLE VII

Special Piledriver Wage Considerations

1. 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. The Piledriver Foreman shall be paid one dollar and sixty-seven cents (\$1.67) per hour more than the Journeyman Piledriver, base hourly rate.

2. Loftsmen or Sticker: This member of the crew shall be paid an additional fifty-five cents (\$.55) per hour over the Journeyman Piledriver rate for such time as so employed, and eighty cents (\$.80) per hour on heights over one hundred and fifty (150) feet.

3. Welders: Welders shall be paid fifty-five cents (\$.55) per hour over the Journeyman Piledriver rate and a certified welder shall be paid eighty cents (\$.80) per hour more than the Journeyman Piledriver. Where certification is required a test shall be made. The test fee shall be paid by the Employer.

4. Piledriver Trainee: When at least eight (8) piledrivers are working for an Employer a trainee may be employed if the Union is able to furnish the trainee. (Foreman to be included in the count of the employees.)

(a) Trainee shall be allowed to work in any work crew doing any type of work crew doing any type of work assigned him, until the trainee services are no longer required. After a two-year training period, the trainee shall become a full-time journeyman.

(b) Rate of pay for a trainee to be 55% of Journeyman's rate. After six months his rate of pay shall be increased to 65% of the applicable Journeyman's rate. After one year his rate shall be increased to 75% and after eighteen months his rate shall be increased to 85%.

(c) Joint Training Committee: This committee shall consist of three representatives from the Union and three representatives from the Association.

(d) Fringe Benefits for Trainees: The trainee shall receive the same fringe benefits as set forth for the Journeyman Piledriver.

5. **Upgrading:** The Union shall endeavor to upgrade the skills members in specialty areas which are welding, cutting, burning and the administrative cost of handling this upgrading shall be funded from the apprenticeship contribution.

Article VIII

Divers

1. For Macomb, Monroe, Oakland, St. Clair, Wayne, Sanilac and Washtenaw Counties, and the Townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Osceola, Putnam, Tyrone and Unadilla in Livingston County, the minimum rate of wages for divers shall be as follows:

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER

JUNE 1, 2012 THROUGH MAY 31, 2013

INDUSTRIAL WORK

| Classification | Diver | Tender |
|--|-----------------------|------------------------|
| *Base Wage | \$37.00 | \$29.50 |
| *Special Assmt. Fund (taxed) | .20 | .20 |
| *Special Assmt. Bldg. Fund | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 |
| U.B.C. Training (funded) | .10 | .10 |
| Health & Welfare Insurance | 6.55 | 6.55 |
| Health & Welfare Supp. Insurance | .50 | .50 |
| Pension 38.78% of base wage (funded) | 14.35 | 13.94 |
| Annuity Fund 8.27% of Base Wage (funded) | 3.06 | 1.00 |
| Gross Wage | <u>\$61.91</u> | <u>\$ 51.94</u> |
| Apprenticeship (Funded) | .19 | .19 |
| LMPT (F) | .07 | .07 |
| IAP (F) | .10 | .10 |
| Total | <u>\$62.27</u> | <u>\$52.30</u> |

NON-INDUSTRIAL WORK

| Classification | Diver | Tender |
|----------------------------------|------------------------|------------------------|
| *Base Wage | \$22.00 | \$18.00 |
| *Special Assmt. Fund (taxed) | .20 | .20 |
| *Special Assmt. Bldg. Fund | .10 | .10 |
| *U.B.C. Per Cap (taxed) | .05 | .05 |
| U.B.C. Training (funded) | .10 | .10 |
| Health & Welfare Insurance | 4.95 | 4.95 |
| Health & Welfare Supp. Insurance | 0.00 | 0.00 |
| Pension | 8.64 | 8.45 |
| Annuity Fund | 0.90 | 0.82 |
| Gross Wage | <u>\$ 36.94</u> | <u>\$ 32.67</u> |
| Apprenticeship (Funded) | .30 | .30 |
| LMPT (F) | .07 | .07 |
| IAP (F) | .10 | .10 |
| Total | <u>\$ 37.41</u> | <u>\$ 33.14</u> |

*Denotes Taxable Items
(F)-Funded

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013
THROUGH MAY 31, 2014**

The Diver wage rate effective June 1, 2013 through May 31, 2014, will be issued as a supplement to this Agreement. Industrial Divers will receive the percentage of the increase given to the Journeyman Carpenter under the parties' contract covering Commercial Carpentry. Non-industrial Divers will receive a Gross Wage increase of \$1.15 per hour

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014
THROUGH MAY 31, 2015**

The Diver wage rate effective June 1, 2014 through May 31, 2015, will be issued as a supplement to this Agreement. Industrial Divers will receive the percentage of the increase given to the Journeyman Carpenter under the parties' contract covering Commercial Carpentry. Non-industrial Divers will receive a Gross Wage increase of \$1.15 per hour

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2015
THROUGH MAY 31, 2016**

The Diver wage rate effective June 1, 2015 through May 31, 2016, will be issued as a supplement to this Agreement. Industrial Divers will receive the percentage of the increase given to the Journeyman Carpenter under the parties' contract covering Commercial Carpentry. Non-industrial Divers will receive a Gross Wage increase of \$1.15 per hour

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016
THROUGH MAY 31, 2017**

The Diver wage rate effective June 1, 2016 through May 31, 2017, will be issued as a supplement to this Agreement. Industrial Divers will receive the percentage of the increase given to the Journeyman Carpenter under the parties' contract covering Commercial Carpentry. Non-industrial Divers will receive a Gross Wage increase of \$1.15 per hour

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2017
THROUGH MAY 31, 2018**

The Diver wage rate effective June 1, 2017 through May 31, 2018, will be issued as a supplement to this Agreement. Industrial Divers will receive the percentage of the increase given to the Journeyman Carpenter under the parties' contract covering Commercial Carpentry.

AGREEMENT

between the

DETROIT AND SOUTHEAST MICHIGAN
BRIDGE CONTRACTORS DIVISION

of the

MICHIGAN INFRASTRUCTURE AND
TRANSPORTATION ASSOCIATION

and the

MICHIGAN REGIONAL COUNCIL OF
CARPENTERS

of

U.B. OF C & J OF AMERICA

Through May 31, 2021

AGREEMENT

between the

**DETROIT AND SOUTHEAST MICHIGAN
BRIDGE CONTRACTORS DIVISION**

of the

**MICHIGAN INFRASTRUCTURE AND
TRANSPORTATION ASSOCIATION**

and the

**MICHIGAN REGIONAL COUNCIL OF
CARPENTERS**

of

U.B. OF C & J OF AMERICA

Through May 31, 2021

AGREEMENT

The Agreement is made and entered into effective as of February 27, 2013, 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 (including all 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.
3. **Pre-Job Conference.** It is agreed that prior to starting a project the Contractor will notify the Local Union by email where the work is to be performed and discuss the project and manpower requirements. If either the Union or the Contractor feels the necessity for a pre-job conference, one will be scheduled and held.
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

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, 2012

| | |
|--|----------------|
| *Base Wage | \$28.09 |
| *Special Assessment Building Fund (taxed) | .10 |
| Health & Welfare Insurance (funded) | 6.55 |
| Health & Welfare Supplemental (funded) | .35 |
| *U.B.C. Per Cap (taxed) | .05 |
| U.B.C. Training (funded) | .05 |
| Pension – 50.38% of base wage (funded) | 14.15 |
| Annuity Fund – 5.70% of base wage (funded) | 1.60 |
| GROSS WAGE | \$50.94 |
| Apprenticeship (funded) | .16 |
| Industry Advancement Fund (funded) | .12 |
| TOTAL | \$51.22 |

*Taxable Income

Dues deduction – Deduct 4% of the Base Wage from the employee's pay. The amount of dues deduction is inside the Base Wage as stated above.

Any Fringe Benefit adjustment will be allocated from the negotiated increases first or come off the Base Rate.

- (b) Effective the Contractor's first full payroll period on or after June 1, 2013, 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, 2014, 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.
- (d) Effective the first full payroll period on or after June 1, 2015, an increase of one dollar and forty (\$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.
- (e) Effective the first full payroll period on or after June 1, 2016, an increase of one dollar (\$1.00) 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) Effective the first full payroll period on or after June 1, 2017, an increase of one dollar (\$1.00) 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.
- (g) Effective the first full payroll period on or after June 1, 2018, an increase of one dollar (\$1.00) 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.
- (h) Effective the first full payroll period on or after June 1, 2019, an increase of one dollar (\$1.00) 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.
- (i) Effective the first full payroll period on or after June 1, 2020, an increase of one dollar (\$1.00) 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.
- (j) **Carpenter Foremen:** Effective June 1, 2011, the Carpenter Foreman Premium Pay shall be 7% over the Journeyman Carpenter base wage rate.

(j) **Survivability.** The foregoing increases, when they take effect, shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same take effect. To the full extent necessary in order to preserve the grandfathered status of the underlying agreement, as hereby extended, the parties agree that any and all future terms shall be treated as a freestanding settlement, separate and distinct from the underlying agreement, as hereby extended, solely to the extent necessary to preserve the grandfathered status of the underlying agreement, as hereby extended, under Michigan's P.A. 348. Except as herein amended, the terms and conditions of the underlying agreement shall remain in full force and effect for its entire term, as hereby extended. In the event any portion of the underlying agreement, as herein extended, is declared to be or becomes inoperative under State or Federal laws, such part shall be suspended in operation, solely within the limits to which said applicable laws are in effect and such suspension shall not affect the operation of any such provisions covered by the underlying agreement to which said law is not applicable, nor shall it affect the remainder of the provisions of the underlying agreement within the limits to which such law is applicable.

Future wage schedules will be issued as a supplement to this Agreement.

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.
- (b) **Loftsman or Sticker.** Premium pay shall be paid 75 cents per hour over Journeyman Carpenter base wage rate.

Loftsman working on heights over 150 feet shall be paid \$1.00 per hour over Journeyman Carpenter base wage rate.

- (c) **Certified Welders.** Certified Welders shall be paid \$1.00 per hour over Journeyman Carpenter base wage rate
- (d) The Pile Driver Foreman shall be paid 7% over the Journeyman Carpenter base wage rate.

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 the amount specified in Article V, Paragraph 1, 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 the amount specified in Article V, Paragraph 1, 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, ten (10) hours of continuous employment, except for a one-half (1/2) hour unpaid lunch period, shall constitute a day's work beginning on Monday through Saturday of each week. Where work is performed in excess of ten (10) hours on any of those days, or in excess of 40 hours Monday through Saturday, time and one-half (1-1/2) the base wage rate shall be paid.
- (b) The Contractor may work split crews; provided, the Contractor shall not bring in workers not scheduled to avoid the payment of overtime when the Contractor elects to work that job five (5) days in the week.

2. **Shift Work.** When two (2) or more shifts are worked, five (5) eight (8) hour shifts from Sunday midnight to Saturday midnight 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 ten (10) hours on any shift, time and one-half (1 ½) the base rate of wages shall be paid. 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. Sundays – Holidays.

- (a) For all hours worked on Sunday, the workers shall be reimbursed at the rate of one and one-half (1 ½) times the base rate of wages. For all hours worked on the Holidays listed in this Agreement, the workers shall be reimbursed at two (2) times the base rate of wages.
- (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

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 | \$12.36 | \$15.45 | \$18.26 | \$21.07 | \$23.88 |
| *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) | .35 | .35 | .35 | .35 | .35 |
| U.B.C. Per Cap (Taxed) | .05 | .05 | .05 | .05 | .05 |
| U.B.C. Training (Funded) | .05 | .05 | .05 | .05 | .05 |
| Pension (Funded) | 6.23 | 7.78 | 9.20 | 10.62 | 12.03 |
| Annuity (Funded) | .70 | .88 | 1.04 | 1.20 | 1.36 |
| GROSS | \$26.39 | \$31.21 | \$35.60 | \$39.99 | \$44.37 |
| Apprenticeship (Funded) | .16 | .16 | .16 | .16 | .16 |
| IPF (Funded) | .12 | .12 | .12 | .12 | .12 |
| TOTAL | \$26.67 | \$31.49 | \$35.88 | \$40.27 | \$44.65 |

Dues Deduction – Deduct 4% 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

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, 2021, 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 as of February 27, 2013.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

By: 
Michael B. Jackson, Sr.
Executive Secretary / Treasurer

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

By: 
Michael A. Nystrom
Executive Vice President/ Secretary

2012 – 2019
as AMENDED and EXTENDED
through
May 31, 2019
CARPENTERS AGREEMENT

Entered between

Washtenaw Contractors'
Association, Inc.

and

Michigan Regional
Council of Carpenters

**2012 - 2019
as AMENDED and EXTENDED
through
May 31, 2019
CARPENTERS AGREEMENT**

Entered between

**Washtenaw Contractors'
Association, Inc.**

and

**Michigan Regional
Council of Carpenters**



AGREEMENT
June 1, 2012 through May 31, 2019

PREAMBLE

This Agreement is entered into this 1st day of June, 2012, and as amended and extended on the 22nd day of March, 2013 by and between the WASHTENAW CONTRACTORS ASSOCIATION, INC. as negotiating agent for and on behalf of its regular and associate members, and other employers and associations of employers who have given power of attorney to the Washtenaw Contractors Association, Inc. to bargain as their negotiating agent, hereinafter referred to as the "ASSOCIATION", and Michigan Regional Council of Carpenters hereinafter referred to as the "UNION", to establish the conditions under which employees represented by the Union shall work for such EMPLOYERS represented by the Association. The terms of this Agreement shall continue in full force and effect from June 1, 2012 through May 31, 2019.

**ARTICLE I: RECOGNITION, GENERAL TERMS
AND CONDITIONS**

Section 1. The UNION recognizes the ASSOCIATION as sole and exclusive Collective Bargaining Agent for its members who have given their signed power of attorney to the ASSOCIATION for the purpose of collective bargaining within the geographical jurisdiction of the Agreement.

Section 2. The ASSOCIATION signatory hereto recognizes the UNION as the sole and exclusive Bargaining Agent for a majority of all persons employed as carpenters in the geographical jurisdiction of this Agreement.

It is agreed that the UNION will file with the ASSOCIATION a list of all employers with whom the UNION has agreements who perform the same type of work, and the ASSOCIATION will file with the UNION a list of all its member employers. Both parties agree to furnish quarterly to the other party an updated list of the above.

If, during the term of the Agreement, the Union has a collective bargaining agreement with any other employer engaged in construction work within the geographical jurisdiction of this Agreement as done by the Employers that contains terms and conditions more favorable than those contained herein, the Union agrees that such more

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 V: SUBCONTRACTING

EMPLOYERS party to this Agreement agree that they will not knowingly enter into a contract or subcontract for work covered by this Agreement to be done at the site of construction, building, repair or alteration, with any other employer unless the EMPLOYER has a signed agreement with the UNION. A letter will be sent to any EMPLOYER who violates this Section alerting him to these provisions.

The provisions of this Agreement specifically prohibit the use of labor brokers who as a subcontractor furnish workers to perform jobsite work covered by this Agreement, except where the labor broker is signatory to this Agreement.

ARTICLE VI: EQUAL TREATMENT

If the UNION shall furnish Employees to any EMPLOYER in the geographical area 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 more favorable terms and conditions shall automatically be extended to the EMPLOYERS covered by this Agreement.

Should the EMPLOYER engage in work anywhere in the geographical area of this Agreement, for the type of work covered by this Agreement, the EMPLOYER agrees to adopt and abide by the collective bargaining agreement in effect in said area.

ARTICLE VII: GRIEVANCE PROCEDURE

Section 1. In the event a dispute arises as to an alleged misunderstanding, misinterpretation and/or violation of this agreement, or any section thereof, the following steps shall be followed:

- A. Should any grievance arise, the same shall be taken up within twenty-four (24) hours of the event giving rise to the grievance

ARTICLE XVI: WAGE SCHEDULES

WAGE SCHEDULE – ZONE 1
(Macomb, Monroe, Oakland, St. Clair and Wayne Counties)

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING
ON OR AFTER JUNE 1, 2012

| | JOURNEYMAN | FOREMAN | LAYOUT |
|-------------------------------|-------------------|----------------|----------------|
| Base Wage | \$29.41 | \$30.80 | \$30.52 |
| Special Assessment | 0.20 | 0.20 | 0.20 |
| Special Assessment Bldg. Fund | 0.10 | 0.10 | 0.10 |
| U. B.C. Per Capita | 0.05 | 0.05 | 0.05 |
| U.B.C. Fund Training | 0.10 | 0.10 | 0.10 |
| Health & Welfare | 6.55 | 6.55 | 6.55 |
| Health & Welfare Suppl. | 0.50 | 0.50 | 0.50 |
| Pension (48.83%) | 14.36 | 15.04 | 14.90 |
| Annuity (5.03%) | 1.48 | 1.55 | 1.54 |
| GROSS WAGE | 52.75 | 54.89 | 54.46 |
| Apprenticeship Training | 0.17 | 0.17 | 0.17 |
| Apprenticeship Reimb. | 0.12 | 0.12 | 0.12 |
| Industry Advancement | 0.12 | 0.12 | 0.12 |
| Labor-Mgmt. Prod. Train. | 0.07 | 0.07 | 0.07 |
| TOTAL | \$53.23 | \$55.37 | \$54.94 |

WAGE SCHEDULE – ZONE 2
(Washtenaw and Sanilac Counties, and Livingston County
Townships of Brighton, Deerfield, Genoa, Green Oak,
Hamburg, Oceola, Putnam, Tyrone and Unadilla)

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING
ON OR AFTER JUNE 1, 2012

| | JOURNEYMAN | FOREMAN | LAYOUT |
|-------------------------------|----------------|----------------|----------------|
| Base Wage | \$29.19 | \$30.58 | \$30.30 |
| Special Assessment | 0.20 | 0.20 | 0.20 |
| Special Assessment Bldg. Fund | 0.10 | 0.10 | 0.10 |
| U. B.C. Per Capita | 0.05 | 0.05 | 0.05 |
| U.B.C. Fund | 0.10 | 0.10 | 0.10 |
| Health & Welfare | 6.55 | 6.55 | 6.55 |
| Health & Welfare Suppl. | 0.50 | 0.50 | 0.50 |
| Pension (48.83%) | 14.25 | 14.93 | 14.80 |
| Annuity (5.03%) | 1.47 | 1.54 | 1.52 |
| GROSS WAGE | 52.41 | 54.55 | 54.12 |
| Apprenticeship Training | 0.17 | 0.17 | 0.17 |
| Apprenticeship Reimb. | 0.12 | 0.12 | 0.12 |
| Industry Advancement | 0.12 | 0.12 | 0.12 |
| Labor-Mgmt. Prod. Train. | 0.07 | 0.07 | 0.07 |
| TOTAL | \$52.89 | \$55.03 | \$54.60 |

The proposed rate changes for Zone 2 will be phased in beginning June 1, 2012, \$.17/.17/.17. The changes to the LMPT and UBC fund will be effective June 1, 2012.

\$1.35/hr gross wage increase effective the first full payroll period beginning or after June 1, 2012.

\$1.35/hr gross wage increase effective the first full payroll period beginning or after June 1, 2013.

\$1.35/hr gross wage increase effective the first full payroll period beginning or after June 1, 2014.

\$1.35/hr gross wage increase effective the first full payroll period beginning or after June 1, 2015.

\$1.10/hr gross wage increase effective the first full payroll period beginning or after June 1, 2016.

\$1.10/hr gross wage increase effective the first full payroll period beginning or after June 1, 2017.

\$1.10/hr gross wage increase effective the first full payroll period beginning or after June 1, 2018.

During the term of this Agreement, the Union will reallocate money from the schedule of wages to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of the Agreement. The above increases and the limited reopener hereinafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

All increases will first be allocated to the pension contribution to satisfy the Rehabilitation Plan. The June 2009 increase of \$.80 is temporary. The June 2009 increase will be returned to the Employers when either of two following circumstances occur: 1) When the actuary of the Pension Fund projects that the Fund will remain in the Green Zone (funding level of 80% or higher) or 10 years into the future when the pension contribution is reduced by \$.80, then \$.80 will be returned to the Employers on June 1 immediately following the actuary's projection. 2) Regardless of the funding level of the Pension Fund, \$.80 will be returned to the Employers immediately if the Pension Fund Trustees increase benefits to the participants.

The Pension and Annuity contributions will be changed from a percentage to a dollar amount for the Journeyman, Foreman and Layout Man. The Pension and Annuity contributions for Apprentices will continue to be made on a percentage basis. Effective the first payroll period on or after June 1, 2013, the Annuity Fund contribution shall be made on the basis of hours worked, not paid. The Pension Fund contributions, to the extent legally permissible under the Rehabilitation/Funding Improvement Plan in effect under the Pension Protection Act of 2006, as amended, during the term of this Agreement, shall be made on the basis of hours worked – not paid. The determination as to the permissibility of converting the pension contribution shall be made by the Pension Fund's Board of Trustees.

PREVAILING WAGE WORK: The Employer can pay the most recently published prevailing wage rates in counties where the MRCC contract prevails. Such rates will automatically be set at the applicable prevailing wage rate as they are published by the Federal Government, or the State of Michigan, so long as they maintain and publish such rates. The foregoing shall not apply in counties in which the MRCC Carpenters' wage rate does not prevail.

DUES DEDUCTION: Per Article XVIII, Section 2, the dues deduction specified on the monthly fringe benefit contribution form

shall be deducted from the Employee's pay. The amount of dues deduction is included in the Base Wage as stated above.

PREMIUMS FOR FOREMAN AND LAYOUT MAN: The base wage for a Layout Man shall be \$1.11/hr. more than the journeyman wage. The base wage for a Foreman shall be \$1.39/hr. more than the journeyman wage.

APPRENTICE CANDIDATES: The parties agree to establish a joint task force consisting of representatives from each of the parties signatory to this agreement to develop new guidelines for use of Apprentice Candidates. Work of the task force will be completed no later than June 1, 2000. The guidelines shall be based on an hourly rate of 50% of the Journeyman base wage with full insurance, but no vacation, pension or annuity contributions. No person shall participate in the program for more than six (6) months.

TRAVEL: When an employee agrees to be sent out of the territorial jurisdiction of the Union by the Employer he shall receive all authorized expenses and either the scale of wages in the locality or in this Agreement.

APPRENTICE SCHEDULE – ZONE 1
(Macomb, Monroe, Oakland, St. Clair and Wayne Counties)

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2012

| | 1st 6 Mos. (55%) | 2nd 6 Mos. (55%) | 3rd 6 Mos. (60%) | 4th 6 Mos. (65%) | 5th 6 Mos. (70%) | 6th 6 Mos. (75%) | 7th 6 Mos. (80%) | 8th 6 Mos. (85%) |
|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Base Wage* | 16.18 | 16.18 | 17.65 | 19.12 | 20.59 | 22.06 | 23.53 | 25.00 |
| Spec. Asses. | .30 | .30 | .30 | .30 | .30 | .30 | .30 | .30 |
| U. B.C. Per Capita | .05 | .05 | .05 | .05 | .05 | .05 | .05 | .05 |
| U.B.C. Training | .10 | .10 | .10 | .10 | .10 | .10 | .10 | .10 |
| Health/Suppl. | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 |
| Pension | 7.90 | 7.90 | 8.62 | 9.34 | 10.05 | 10.77 | 11.49 | 12.21 |
| Annuity | .81 | .81 | .89 | .96 | 1.04 | 1.11 | 1.18 | 1.26 |
| Gross Wage | 32.39 | 32.39 | 34.66 | 36.92 | 39.18 | 41.44 | 43.70 | 45.97 |
| Appr. Fund | .17 | .17 | .17 | .17 | .17 | .17 | .17 | .17 |
| Appr. Reimb. | .12 | .12 | .12 | .12 | .12 | .12 | .12 | .12 |
| WCIAP | .12 | .12 | .12 | .12 | .12 | .12 | .12 | .12 |
| L.M.P.T. | .07 | .07 | .07 | .07 | .07 | .07 | .07 | .07 |
| Total | 32.87 | 32.87 | 35.14 | 37.40 | 39.66 | 41.92 | 44.18 | 46.45 |

APPRENTICE SCHEDULE – ZONE 2
(Washtenaw and Sanilac Counties, and Livingston County Townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Oceola, Putnam, Tyrone and Unadilla)

EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2012

| | 1st 6 Mos. (55%) | 2nd 6 Mos. (55%) | 3rd 6 Mos. (60%) | 4th 6 Mos. (65%) | 5th 6 Mos. (70%) | 6th 6 Mos. (75%) | 7th 6 Mos. (80%) | 8th 6 Mos. (85%) |
|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Base Wage* | 16.05 | 16.05 | 17.51 | 18.97 | 20.43 | 21.89 | 23.35 | 24.81 |
| Spec. Asses. | .30 | .30 | .30 | .30 | .30 | .30 | .30 | .30 |
| U.B.C. Per Capita | .05 | .05 | .05 | .05 | .05 | .05 | .05 | .05 |
| U.B.C. | .10 | .10 | .10 | .10 | .10 | .10 | .10 | .10 |
| Health/Suppl. | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 |
| Pension | 7.84 | 7.84 | 8.55 | 9.26 | 9.98 | 10.69 | 11.40 | 12.11 |
| Annuity | .81 | .81 | .88 | .95 | 1.03 | 1.10 | 1.17 | 1.25 |
| Gross Wage | 32.20 | 32.20 | 34.44 | 36.68 | 38.94 | 41.18 | 43.42 | 45.67 |
| Appr. Fund | .17 | .17 | .17 | .17 | .17 | .17 | .17 | .17 |
| Appr. Reimb. | .12 | .12 | .12 | .12 | .12 | .12 | .12 | .12 |
| WCIAP | .12 | .12 | .12 | .12 | .12 | .12 | .12 | .12 |
| L.M.P.T. | .07 | .07 | .07 | .07 | .07 | .07 | .07 | .07 |
| Total | 32.68 | 32.68 | 34.92 | 37.16 | 39.42 | 41.66 | 43.90 | 46.15 |

Note: Health/Welfare amount is \$6.55 for Health & Welfare Insurance and \$.50 for Health & Welfare Supplemental Fund.

ANNIVERSARY DATES - Apprentices wage increases will be either June 1 or December 1.

DUES DEDUCTION: Per Article XVIII, Section 2, the dues deduction specified on the monthly fringe benefit contribution form shall be deducted from the Employee's pay. The amount of dues deduction is included in the Base Wage as stated above.

NEW MARKET INITIATIVE LIGHT COMMERCIAL PROGRAM

Light Commercial wage shall apply to the following:

- Economy hotels, motels 3 stories and under
- Funeral homes
- Stand alone restaurants, gas stations, bars and nightclubs
- 1 story privately owned medical or dental facilities
- Apartments and Condos 3 stories and under
- Senior Centers, Nursing Homes and Assisted Living Residences 3 stories and under
- Wood frame office buildings 3 stories and under
- Privately funded K-12 school buildings not owned, operated or otherwise overseen by any public school boards

Light Commercial would NOT apply to any work covered by:

- National Maintenance Agreements
- General President's Agreements
- Project Labor Agreements
- Prevailing Wage/Davis Bacon Law
- Concrete Tilt Up Wall
- Student Housing over 3 stories

The Light Commercial construction will be included in the Agreement at the following rate:

| | |
|----------------------------------|----------------|
| Base Wage | \$23.15 |
| Special Assessment Building Fund | \$.10 |
| Health & Welfare | \$ 5.00 |
| Pension | \$ 4.19 |
| Annuity Fund | \$.10 |
| LMPT Fund | \$.10 |
| Apprentice Fund | \$.21 |
| Industry Advancement | \$.15 |
| UBC Fund | <u>\$.15</u> |
| TOTAL PACKAGE: | \$33.15 |

If the multi-family rate is adjusted the above rate would be adjusted accordingly.

ARTICLE XXI: TERMINATION

This Agreement shall remain in effect through May 31, 2019. 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 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 is given in writing by either party to the other, indicating a desire to amend or terminate on said 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 EMPLOYERS, it is agreed that they will not solicit either written or verbal interim agreements with any EMPLOYER for a period of thirty (30) days thereafter.

Any individual Employer (but not the Association) may elect to opt out of this Agreement by providing no less than 60 and not more than 90 days' prior written notice to the Union by Certified Mail, prior to December 31, 2017. If no new Collective Bargaining Agreement is reached by such Employer and the Union at that time, the opt out shall be treated as a cessation of that Employer's obligation to make pension contributions for withdrawal liability purposes under the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

Address: 23401 Mound Road, Suite 101, Warren, MI 48091

Phone: (313) 832-3887

Michael J. Jackson, Sr., Executive Secretary Treasurer

WASHTENAW CONTRACTORS ASSOCIATION

Address: 3135 South State Street, Suite 350-H, Ann Arbor, MI 48108

Phone: (734) 662-2570

Chuck Raeder, Committee Chairman

**AGREEMENT:
For Non-Association Contractors Only
2012-2019**

This Agreement entered into on June 1, 2012, and as amended and extended on March 22, 2013 between the undersigned EMPLOYER, hereinafter referred to as "EMPLOYER" and the Michigan Regional Council of Carpenters, hereinafter referred to as the "UNION".

The EMPLOYER has read and is familiar with the terms and provisions of the June 1, 2012 – May 31, 2019 Collective Bargaining Agreement between the UNION and the Washtenaw Contractors Association, herein referred to as "ASSOCIATION", which is set forth above. The EMPLOYER hereby agrees to be bound by each and every substantive provision and procedural provision, of this Agreement and all other Agreements negotiated by the Michigan Regional Council of Carpenters for carpenter work.

In the event a Petition in Bankruptcy or for Receivership is filed by the EMPLOYER, it is the intent of the Parties hereto to secure priority status for Health Care, Pension and Apprenticeship fund contributions for the ninety day period to the filing of such petition shall be recomputed as part of the Base Wage of each Employee and paid directly to the Employee or his assignees.

It is also agreed by the undersigned EMPLOYER that any notice given by the Union to the Association pursuant to Article XXII of the Agreement shall be notice to the undersigned EMPLOYER and shall have the same legal force and effect as though it was served upon the undersigned EMPLOYER personally. Finally, the undersigned EMPLOYER agrees that, unless he notifies the UNION to the contrary by certified mail at least sixty (60), but no more than ninety (90) days prior to the termination date of this Agreement or any subsequent Agreement, the undersigned EMPLOYER will be bound by and adopt any Agreement reached by the UNION and the ASSOCIATION during negotiations.

Any individual Employer (but not the Association) may elect to opt out of this Agreement by providing no less than 60 and not more than 90 days' prior written notice to the Union by Certified Mail, prior to December 31, 2017. If no new Collective Bargaining Agreement is reached by such Employer and the Union at that time, the opt out shall be treated as a cessation of that Employer's obligation to make pension contributions for withdrawal liability purposes under

the Employee Retirement Income Security Act of 1974 (ERISA),
as amended.

EMPLOYER

Employer Name
Address
Signature
Title
Federal ID#
Workers Comp #
Carrier
MESC #.....

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

Signature
Title

CARPENTERS'
DISPLAY
AGREEMENT

2018-2021

MICHIGAN EXHIBIT PRODUCERS
ASSOCIATION AND
INDEPENDENT CONTRACTORS

and

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

23401 Mound Road
Warren, Michigan 48091
1-888-HAMMER-9
1-313-832-3887
e mail: hammer9.com

CARPENTERS' DISPLAY AGREEMENT

2018 - 2021

**MICHIGAN EXHIBIT PRODUCERS
ASSOCIATION AND
INDEPENDENT CONTRACTORS**

and

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

**23401 Mound Road
Warren, Michigan 48091
1-888-HAMMER-9
1-313-832-3887
e mail: hammer9.com**

THIS AGREEMENT, made as of June 1, 2018, by and between the MICHIGAN EXHIBIT PRODUCERS ASSOCIATION, hereinafter referred to as the "Association" and individually as the "Employer," and the MICHIGAN REGIONAL COUNCIL OF CARPENTERS, which has jurisdiction in the entire State of Michigan, and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union," shall remain in full force and effect until May 31, 2021, and thereafter from year to year unless changed in accordance with Article XVII of this Agreement.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employer, its Employees and the Union, to establish an understanding relative to rates of pay, hours of work, and all other conditions of employment, so that the Employer, its Employees and the Union may all profit from the fair and stable conditions in the industry which will result therefrom.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE I EMPLOYMENT

A. **Union Recognition**. The Employer signatory hereto recognizes the Union as the sole and exclusive collective bargaining representative of all persons employed by it as Carpenters in the geographical area coming within the jurisdiction of the Union on all present and future job sites based upon the fact, acknowledged by the Employer to be true, that the Union represents and has represented a majority of those Employees.

B. **Furnishing Employees**. The Union may furnish competent workmen upon notification to the Secretary or Business Representative of the Union.

C. **Union Security**. The Employer agrees that in the employment of workmen to perform the various classifications of labor required under this Agreement, it will not discriminate against applicants because of membership or non-membership in the Union. Each Employee shall, as a condition of employment, become and remain a member in good standing of the Union on or after the thirtieth (30th) day following either the beginning of his employment by the Employer in the area covered by this Agreement or the effective date of this Agreement, whichever is later. A member in good standing is an individual who has met all obligations of Union membership, including the obligation to pay only such fees and dues which are necessary to support the Union's

N. **Substance Abuse Program.** The Union agrees to abide by the substance abuse program approved by the labor-management committee known as Management and Unions Serving Together (M.U.S.T.)

O. **Cobo Hall.**

1. All covered work performed at Cobo Hall shall be subject to the terms of the collective bargaining agreement covering that venue, to which the Union is a party. Said agreement is incorporated herein by reference. In case of conflict or any inconsistency between the terms of this Agreement and such Cobo Hall Agreement, the terms of the Cobo Hall Agreement shall control, as clarified by past practice.

2. Referral of Employees to Cobo Hall shall be done as follows: General foreman and foreman can be sent directly to Cobo Hall, without going through the Union's out-of-work referral procedure. Journeymen and apprentices must be obtained through the Union's out-of-work referral procedures.

3. Wages and fringe benefit contributions due covered Employees working at Cobo Hall shall be paid at the rates and on the terms and conditions as are set forth in such Cobo Hall Agreement.

P. **Labor/Management Forum.** Create a Labor Management Subcommittee to meet not less than every 90 days to discuss a potential tiered wage structure for year 3. Subcommittee to consist of an equal number of both Labor and Management representatives. There is hereby established a Labor/Management forum, which shall be comprised of an equal number representing the Union and the Association, for the purpose of defining solutions that address out-of-state and international union and non-union competitive issues confronting the industry and developing resolutions for same. The Forum should meet not less than every 90 days to resolve those issues.

In addition, the Labor/Management Forum will meet at least 90 days prior to the effective date of the negotiated future increase to review the financial status of the respective fringe benefit funds and make recommendations to the various fringe fund trustees on allocation and benefit plan revisions.

Q. **Market Recovery Program.** The mutual interests of the Union and the Association are served by cooperating to enable Association members to compete more effectively against non-union and outstate companies. It is agreed that the Labor/Management Forum (refer to Article III, Section P) will

meet periodically to review options for negotiating a market recovery rate and/or terms and conditions on a job-by-job basis. The Union shall provide notification to the Association of all market recovery rates given in the industry covered by this Agreement, within 24 hours of the Association's request.

ARTICLE IV HOURS OF WORK AND PREMIUM PAY

A. **Day Shift.** Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m., Monday through Saturday, inclusive, except for shift work hereinafter described, and shall be paid at the regular First Shift rate of wages in Article V. With the consent of the shop steward(s) and majority vote of the bargaining unit, a flexible starting time may be adopted for the entire shift between the hours of 6:00 a.m. and 8:00 a.m., for eight (8) hour shifts.

B. **Shift Work.** All shift work shall be for a minimum of two (2) days regardless of which days of the week are worked. When one (1) or two (2) shifts are employed, even if the regular day shift is not worked, the first eight (8) hours of each shift shall be paid regular straight time 1st shift rates, with all time worked thereafter paid at time and a half, up to 12 hours and double time thereafter.

When three (3) shifts are employed, the first shift shall be paid regular straight time 1st shift rates for the first eight (8) hours worked. The second shift shall be paid regular straight time 1st shift rates for the first seven and one-half (7.5) hours worked and time and one half thereafter, up to 12 hours and double time thereafter. The third shift shall be paid regular straight time 1st shift rates for the first seven (7) hours worked and time and one half thereafter, up to 12 hours and double time thereafter.

Shift work between the hours of 8:00 a.m. Monday and 8:00 a.m. Saturday shall be paid for at the regular shift rates as scheduled in Article V. Shift work between the hours of 8:00 a.m. Sunday and 8:00 a.m. Monday shall be paid for at double the regular shift rates as scheduled in Article V; shift work between 8:00 a.m. Saturday and 8:00 Sunday shall be at time and one half. No Employee covered by this Agreement shall knowingly be allowed to work two (2) consecutive shifts.

Upon request of the Employer, all Employees may be required, at any worksite, to clock/badge in and out. In shops that have time clocks all Employees shall be required to punch time ticket in and out. Exhibit house has the right to place a time card/clock at show site to collect time data for exhibit house site workers.

Monday shall be considered the holiday and if work is performed the rate shall be double time.

If a holiday is celebrated on Friday, Saturday, or Monday, four 10-hour straight-time weekdays may be worked during the calendar week in which a holiday is celebrated to enable Carpenters to have a 3-day weekend. In addition, the Employer may choose to work four 10-hour, straight-time weekdays during the week preceding or following this holiday week, to enable Carpenters to have a 4-day weekend. Individual jobs which have worked overtime on a regular basis within two weeks of the holiday may not change the work week in accordance with this Paragraph. Notice requesting 4-10's must be given to the Michigan Regional Council of Carpenters at least five days before the first 4-10 day is worked. Union will respond within twenty-four hours of request.

F. **Coffee Break.** Each Employee shall be allowed to take a coffee break near his work station once during the first four (4) hour work period and once during the second four (4) hour work period. The breaks will be ten minutes allowed during the middle 60 minutes of the work periods at specific times determined by the Employer and need not be at the same time for all Employees. The Union agrees that this will not be abused.

G. **Vacations.** An Employee shall be allowed to take a vacation upon a one (1) week notification to the Employer without fear or risk of being laid off, and if a layoff should occur during vacation period due to lack of work, he shall be given a lay-off slip stating due to lack of work.

ARTICLE V WAGES AND FRINGE BENEFIT CONTRIBUTIONS

The gross wage shown in these schedules includes required payments for Wages, Health and Welfare, Pension, Annuity and Dues Assessment contributions. Failure to pay the base wage and the funded fringe benefit contributions when due, is payment of less than the gross wage and shall constitute a status of delinquency and a violation of this Agreement. The Union shall withhold its members from Employers who fail to fully comply with the foregoing: In the event any Employer is delinquent in the payment of Wages or his contributions to the Health and Welfare, Pension, Annuity, Apprenticeship, Dues Assessment, or Labor-Management Productivity and Training Funds, the Union, after giving the Employer, and the Association twenty-four (24) hours' notice (excluding Saturday, Sunday, and holidays) by certified mail or telegram of such delinquency shall have the right to take strike action against such Employer, notwithstanding any other provision of this Agreement.

A. **Wages**. The minimum rate of wages for Foremen, Journeymen, and Apprentice Carpenters shall be defined as follows:

CPTF -

CPTF-DV000549

CPTF000605

**PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2018,
THROUGH MAY 31, 2019**

For all direct work, but excluding any work performed at Cobo Hall in Detroit, the (2018-2019) Base Wage shall be reduced by 10%. However, the amount of the Pension and Annuity Fund contributions will remain the same after such Base Wage reduction, and be set as a percentage of the new Base Wage.

| CARPENTER JOURNEYMEN RATES – STATEWIDE | | | |
|--|-------------------------------|---------------------------------|--|
| | DAY SHIFT PER HOUR | TRAVEL RATE PER HOUR | |
| *BASE WAGE (PLUS VACATION PAY) | \$30.00 | \$27.00 | |
| *SPECIAL ASSESSMENT FUND (TAXED) | .20 | .20 | |
| *SPECIAL ASSESSMENT BUILDING FUND (TAXED) | .20 | .10 | |
| *U.B.C. PER CAP (TAXED) | .05 | .05 | |
| *U.B.C. TRAINING (FUNDED) | .10 | .10 | |
| HEALTH & WELFARE INSURANCE (FUNDED) | 7.05 | 7.05 | |
| HEALTH & WELFARE SUPPLEMENTAL (FUNDED) | .91 | .91 | |
| PENSION – (FUNDED) | 15.91 | 15.91 | |
| ANNUITY FUND – (FUNDED) | 2.68 | 2.68 | |
| GROSS WAGE | \$57.10 | \$54.10 | |
| APPRENTICESHIP (FUNDED) | .70 | .70 | |
| Labor Management Partnership Team (Funded) | .07 | .07 | |
| TOTAL | \$57.87 | \$54.87 | |
| Vacation Holiday pay froze effective October 1, 2006. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employee's Base Wage. The amount of dues is included in the Base Wage as stated above (currently 4%) *Taxable | | | |

| CARPENTER FOREMAN RATES – STATEWIDE | | | |
|---|-----------------------|-------------------------|--|
| | DAY SHIFT PER HOUR | TRAVEL RATE PER HOUR | |
| *BASE WAGE (PLUS VACATION PAY) | \$31.50 | \$28.35 | |
| SPECIAL ASSESSMENT FUND (TAXED) | .20 | .20 | |
| SPECIAL ASSESSMENT BUILDING FUND (TAXED) | .20 | .20 | |
| U.B.C. PER CAP (TAXED) | .05 | .05 | |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | |
| HEALTH & WELFARE INSURANCE (FUNDED) | 7.05 | 7.05 | |
| SUPPLEMENTAL HEALTH & WELFARE (FUNDED) | .91 | .91 | |
| PENSION (FUNDED) | 15.91 | 15.91 | |
| ANNUITY FUND (FUNDED) | 2.68 | 2.68 | |
| GROSS WAGE | \$58.60 | \$55.45 | |
| APPRENTICESHIP (FUNDED) | .70 | .70 | |
| Labor Management Partnership Team (Funded) | .07 | .07 | |
| TOTAL | \$59.37 | \$56.22 | |
| <p>Vacation Holiday pay froze effective October 1, 2006.</p> <p>Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employee's Base Wage. The amount of dues is included in the Base Wage as stated above (currently 4%)</p> <p>*Taxable</p> | | | |

| CARPENTER GENERAL FOREMAN RATES – STATEWIDE | | | |
|---|-----------------------|-------------------------|--|
| | DAY SHIFT PER HOUR | TRAVEL RATE PER HOUR | |
| *BASE WAGE (PLUS VACATION PAY) | \$32.50 | \$29.25 | |
| SPECIAL ASSESSMENT FUND (TAXED) | .20 | .20 | |
| SPECIAL ASSESSMENT BUILDING FUND (TAXED) | .20 | .20 | |
| U.B.C. PER CAP (TAXED) | .05 | .05 | |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | |
| HEALTH & WELFARE INSURANCE (FUNDED) | 7.05 | 7.05 | |
| SUPPLEMENTAL HEALTH & WELFARE (FUNDED) | .91 | .91 | |
| PENSION (FUNDED) | 15.91 | 15.91 | |
| ANNUITY FUND (FUNDED) | 2.68 | 2.68 | |
| GROSS WAGE | \$59.60 | \$56.35 | |
| APPRENTICESHIP (FUNDED) | .70 | .70 | |
| Labor Management Partnership Team (Funded) | .07 | .07 | |
| TOTAL | \$60.37 | \$57.12 | |
| Vacation Holiday pay froze effective October 1, 2006. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employee's Base Wage. The amount of dues is included in the Base Wage as stated above (currently 4%). *Taxable | | | |

| CARPENTER LAYOUT MAN RATES – STATEWIDE | | | |
|--|-----------------------|-------------------------|--|
| | DAY SHIFT PER HOUR | TRAVEL RATE PER HOUR | |
| *BASE WAGE (PLUS VACATION PAY) | \$31.22 | \$28.10 | |
| SPECIAL ASSESSMENT FUND (TAXED) | .20 | .20 | |
| SPECIAL ASSESSMENT BUILDING FUND (TAXED) | .20 | .20 | |
| U.B.C. PER CAP (TAXED) | .05 | .05 | |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | |
| HEALTH & WELFARE INSURANCE (FUNDED) | 7.05 | 7.05 | |
| SUPPLEMENTAL HEALTH & WELFARE (FUNDED) | .91 | .91 | |
| PENSION (FUNDED) | 15.91 | 15.91 | |
| ANNUITY FUND (FUNDED) | 2.68 | 2.68 | |
| GROSS WAGE | \$58.32 | \$55.20 | |
| Apprenticeship Fund (Funded) | .70 | .70 | |
| Labor Management Partnership Team (Funded) | .07 | .07 | |
| TOTAL | \$59.09 | \$55.97 | |
| <p>Vacation Holiday pay froze effective October 1, 2006.</p> <p>Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employee's Base Wage. The amount of dues is included in the Base Wage as stated above (currently 4%).</p> <p>*Taxable</p> | | | |

**APPRENTICE RATES – STATEWIDE
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING
ON OR AFTER JUNE 1, 2018 THROUGH MAY 31, 2019**

FIRST SHIFT

| | <u>Base Wage</u> | <u>Spec Assmt.</u> | <u>*UBC Per Cap</u> | <u>UBC Train</u> | <u>Ins.</u> | <u>Pens.</u> | <u>Ann.</u> | <u>Gross Wage</u> | <u>Appr. Fund</u> | <u>LMPT</u> | <u>Total</u> |
|-------------------------------|----------------------|------------------------|-------------------------|----------------------|-------------|--------------|-------------|-----------------------|-----------------------|-------------|----------------|
| 16 1st 6 months (55%) | 16.50 | .40 | .05 | .10 | 7.96 | 15.91 | 2.68 | 43.60 | .70 | .07 | \$44.37 |
| 2nd 6 months (55%) | 16.50 | .40 | .05 | .10 | 7.96 | 15.91 | 2.68 | 43.60 | .70 | .07 | \$44.37 |
| 3rd 6 months (60%) | 18.00 | .40 | .05 | .10 | 7.96 | 15.91 | 2.68 | 45.10 | .70 | .07 | \$45.87 |
| 4th 6 months (65%) | 19.50 | .40 | .05 | .10 | 7.96 | 15.91 | 2.68 | 46.60 | .70 | .07 | \$47.37 |
| 5th 6 months (70%) | 21.00 | .40 | .05 | .10 | 7.96 | 15.91 | 2.68 | 48.10 | .70 | .07 | \$48.87 |
| 6th 6 months (75%) | 22.50 | .40 | .05 | .10 | 7.96 | 15.91 | 2.68 | 49.60 | .70 | .07 | \$50.37 |
| 7th 6 months (80%) | 24.00 | .40 | .05 | .10 | 7.96 | 15.91 | 2.68 | 51.10 | .70 | .07 | \$51.87 |
| 8th 6 months (85%) | 25.50 | .40 | .05 | .10 | 7.96 | 15.91 | 2.68 | 52.60 | .70 | .07 | \$53.37 |

DUES DEDUCTION – Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employees. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%)

Insurance amount of \$7.96 is \$7.05 for Health & Welfare Insurance and \$.91 for the Health and Welfare Supplemental Fund.

Special Assessment of \$0.40 includes \$0.20 for the Building Fund.

**EFFECTIVE THE FIRST FULL PAYROLL PERIOD COMMENCING
ON OR AFTER JUNE 1, 2019 THROUGH MAY 31, 2020**

1. **JOURNEYMEN**. Effective June 1, 2019, the parties have agreed to a Gross Wage increase for the Journeyman of \$1.50 per hour, to be allocated by the Union. The Journeyman wage rate effective June 1, 2019, will be issued as a supplement to this Agreement.
2. **FOREMAN, GENERAL FOREMAN & LAYOUT MAN**. The Foreman, General Foreman and Layout Man wage rate effective June 1, 2019, will be issued as a supplement to this Agreement.
3. **APPRENTICES**. Effective June 1, 2019, the rates due the apprentices shall be the appropriate percentage of the then applicable Journeyman Base Rate.

The foregoing increases shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

**EFFECTIVE THE FIRST FULL PAYROLL PERIOD COMMENCING
ON OR AFTER JUNE 1, 2020 THROUGH MAY 31, 2021**

1. **JOURNEYMEN**. Effective June 1, 2020, the parties have agreed to a Gross Wage increase for the Journeyman of \$1.75 per hour, to be allocated by the Union. The Journeyman wage rate effective June 1, 2020, will be issued as a supplement to this Agreement.
2. **FOREMAN, GENERAL FOREMAN & LAYOUT MAN**. The Foreman, General Foreman and Layout Man wage rate effective June 1, 2020, will be issued as a supplement to this Agreement.
3. **APPRENTICES**. Effective June 1, 2020, the rates due the apprentices shall be the appropriate percentage of the then applicable Journeyman Base Rate.

B. **Health and Welfare**. The Employer shall pay seven dollars and five cents (\$7.05) per hour (or such other amount allocated by the Union from the negotiated package) for all hours worked by each Employee covered by this Agreement to the Michigan Regional Council of Carpenters Employee Benefits Fund, hereinafter called Health and Welfare Fund. The Employer shall also pay \$.50 per hour (or such other amount allocated by the Union from the negotiated package) for all hours worked by each Employee covered by this Agreement to the Michigan Regional Council of Carpenters Employee Benefits Fund Medical Reimbursement Account (MRA). These contributions shall be computed for all hours paid, regardless of whether the Employee was working for straight time or overtime. During the term of this Agreement, the Union will reallocate sufficient money from the schedule of wages to provide Union Employees with Union sponsored group health care plan coverage that satisfies the minimum essential coverage and minimum value requirements, and that provides full-time Employees affordable health care benefits, all as determined under applicable federal law, including the PPACA, so that contributing Employers shall not be subject to any claims, fees, penalties or excise taxes, however designated, under the PPACA's "Employer Shared Responsibility" provisions, or any other similar claims, fees, taxes or penalties imposed under the PPACA with respect to the Union Employees covered by this Agreement. If a dispute arises concerning this provision, the parties agree that the Employer may, after attempting to resolve the dispute through the grievance process outlined in Article VIII-E, immediately seek legal or equitable relief from a court of competent jurisdiction without first submitting the issue to arbitration as required in Article VIII-F.

C. **Vacation and Holiday**. Effective October 1, 2006, the Vacation contribution is eliminated in its entirety, and the amount of the Vacation contribution in each classification is transferred into the Base Wage without reduction.

D. **Pension**. The Employer shall pay the hourly rate of \$15.91 for each hour worked (or such other amount allocated by the Union from the negotiated package) for each Employee covered by this Agreement to the Carpenters Pension Trust Fund, Detroit and Vicinity, or such other Fund designated by the Union, hereinafter called Pension Fund. The Pension Fund contribution is calculated on all hours worked, regardless of whether the Employee was working for straight time or overtime.

E. **Excess Benefit (Pension) Fund**. The Employer 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 Employer'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 of the Code are eliminated or modified such that no current, past or future participant will be affected 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 same is extended thereafter by its Trustees.

F. **IRS Section 415.** To the extent necessary in order to meet so-called IRS Section 415 limitations, an affected Employee may direct that his or her pension or annuity contributions be directed to such Pension or Annuity Fund(s) that permit such elections, other than those designated herein, on terms and conditions as agreed to by such Pension and Annuity Funds. In such case, contributions shall be directed to such alternative Pension or Annuity Funds designated by the Employer, so long as the overall total amount of contributions due from the Employer does not increase from the amount provided herein.

G. **Annuity.** The Employer shall pay the hourly rate of \$2.65 for each hour worked (or such other amount allocated by the Union from the negotiated package), for each Employee covered by this Agreement to Michigan Regional Council of Carpenters Annuity Fund, hereinafter called Annuity Fund. The Annuity contribution is calculated on all wages paid, regardless of whether the Employee was working for straight time or overtime.

H. **Apprenticeship and Training.** The Employer shall pay fifty-seven cents (\$.57) per hour (or such other amount allocated by the Union from the negotiated package) 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 Fund contribution is calculated on all hours worked, regardless of whether the Employee was working for straight time or overtime.

I. **Apprentice Reimbursement Program.** Participation in the Carpenters Apprenticeship Reimbursement Program (CAR) will be optional. Any Employer that pays into the Program will be eligible for a CAR reimbursement during the period of participation, in accordance with the CAR Program rules and regulations. Employers that elect not to pay into the CAR Program will not be eligible for CAR reimbursements. Beginning with the work month of June, 2003, those Employers that desire to pay into the CAR Program shall pay a contribution of fifteen cents (\$.15) per hour (or such other amount allocated by the Union from the negotiated package) for all hours worked by each Employee covered by this Agreement to the Carpenters Apprenticeship Reimbursement (CAR) Fund, an independent trust fund. The contribution is calculated on an hours worked basis, regardless of whether the Employee was working for straight time or overtime. The CAR Committee shall maintain receipts from this contribution in a separate account.

1. Effective with implementation of the CAR Program, the apprentice schedule of wages will be modified to provide for increases at six-month intervals. The following apprentice Base Wages, calculated as a percent of the Journeyman Base Wage, will be effective from June 1, 2018 (first payroll period) through May 31, 2019:

| | |
|------------------|------------------|
| 1st year 55% | |
| 3rd 6 Months 60% | 6th 6 Months 75% |
| 4th 6 Months 65% | 7th 6 Months 80% |
| 5th 6 Months 70% | 8th 6 Months 85% |

2. The CAR Fund will be used for the purpose of refunding to Employers the Gross Wage (consisting of the Base Wage, Vacation and Holiday, Special Assessment, Health and Welfare, Pension, Annuity and other fund contributions) actually paid to apprentices while attending the Apprenticeship School and while working on projects on which their Employer makes contributions to the Reimbursement Program. Reimbursement to the Employer will be made on a monthly basis with a delay of no more than two months. (Example: Gross Wages paid during October will be reimbursed during January.) To receive reimbursement for the Apprentice's Gross Wages on the school day, the Employer must properly complete and remit to the Apprentice Committee the "School Day Reimbursement and Attendance Voucher." The Employer remains responsible for paying the Apprentice for his/her school day on the company's regular payday.
3. A contractor which employs its carpenters less than a majority of the time under an agreement which participates in the CAR Program shall not receive reimbursement for more than one apprentice for each six journeymen employed on each jobsite covered by such an agreement.

J. **Labor Management Productivity and Training**. The Labor Management Productivity and Training (LMPT) contribution will be an option if the Employer wants to pay into it. Those Employers who desire to pay into the LMPT shall pay seven cents (\$.07) per hour (or such other amount allocated by the Union from the negotiated package) for all hours worked by each Employee covered by this Agreement to the Labor-Management Productivity and Training Program. The Articles of Incorporation and By-Laws of the Labor-Management Productivity and Training Program filed with the State of Michigan on January 29, 1986, and amendments thereto, are hereby incorporated herein by reference.

K. **Incorporation of Funds' Documents**. This Agreement incorporates and the Employer hereby accepts and adopts the terms and conditions of the Plan and Trust documents of each Fringe Benefit Fund named in this Agreement, or

that may hereinafter be so named, including all rules, regulations, policies, procedures and resolutions adopted by the Trustees of said Fringe Benefit Funds, as well as any amendments or modifications of same not inconsistent with the terms of this Agreement.

1. Contributions shall be paid by the last 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.
2. Each Employer 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 .055 % per day in liquidated damages, for each day that the contributions are late, up to a total of 20%. Interest shall also be due on such delinquency, at the daily rate of .049%.

L. **Administrator.** The Employer appoints the contract administrator of the Carpenters' Fringe Benefits Programs as its agent for the receipt of dues deduction authorizations.

M. **Dues and Assessments.** The Employer shall deduct from the wages of each Employee who had individually and voluntarily authorized such deduction in writing the amount certified by the Union to be the Working Dues Assessment uniformly required, currently 4%. Any such authorization by any Employee shall contain a provision as required by law for revocation. The Employer shall pay, commencing with the effective date of this Agreement, twenty cents (\$.20) per hour worked by each Employee covered by this Agreement, which amount shall be drawn from the Employee's gross wages as special assessment to the Union. Receipt of a written authorization by the Administrator shall constitute receipt by the Employer. After authorization by the Union membership, the Employers agree to permit the Union to increase the dues check-off or special assessment.

N. **Travel Time and Travel Expenses.**

1. If only one job is involved on a given day, no expenses shall be paid within a twenty-five (25) mile radius of a point at the intersection of Woodward Avenue and Six Mile Road. The Employer shall furnish adequate parking with no cost to the Employee when Employee is sent from shop. When Employee reports to work at Renaissance Center, the Renaissance Center parking lot rate shall be paid. Employer shall furnish adequate parking on all other job sites within reasonable distance of site at no cost to Employee. If more than one job is involved, mileage shall be paid at rate allowed by I.R.S. for actual use of automobile from the first job site.

2. The Employer will be bound by and adopt retroactive to the latest expiration date, the wage package, including fringe benefit contributions which the Union establishes through these negotiations with the employer association;
3. The Employer agrees to execute upon the request of the Union a copy of an agreement covering the unchanged portions of its expired agreement as modified by the wage and fringe benefit contribution adjustments negotiated by the Union and the Employer association. The failure of the Union to request execution of the agreement shall, however, in no way affect the undersigned Employer's adoption of it and obligation to abide by its terms.
4. In consideration of these undertakings by the Employer, the Union agrees not to strike the Employer while the agreement is being completed unless the Employer violates its duty to maintain existing terms and conditions and to enter into the aforementioned agreements with the Employer and to abide by their terms.

If the notice referred to in the above paragraph is timely sent by either party, this Agreement or any subsequent agreement shall be subject to amendment and change following the agreement's expiration date by negotiation of the parties and any new or amended agreement reached shall be effective retroactive to the expiration date.

(Company Name)

By: _____
(Signature)

(Title)

(Address)

(Phone)

Date _____

Company Tax
Identification No. _____

Workers' Compensation
Insurance No. _____

Insurance Carrier _____

Policy Expiration Date _____

Unemployment Compensation
Insurance Identification No.: _____

Contractor's State License
Identification No. _____

Carpenters Fringe Benefit Funds
Code No. _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2018.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

BY: _____
Its Authorized Representative

MICHIGAN EXHIBIT PRODUCERS ASSOCIATION

BY: _____
On Behalf of MEPA by Member George P, Johnson Company

BY: _____
On Behalf of MEPA by Member EWI Worldwide, Inc.

COBO CENTER
EFFICIENCY MEMORANDUM

COBO CENTER EFFICIENCY MEMORANDUM

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March 27, 2013

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ARTICLE I: DEFINITIONS

Auditor: An individual, a corporation, a limited liability company, an association or partnership, or an organization selected by the Authority to audit and review contracts to ensure savings are passed on to customers.

Authority: The Detroit Regional Convention Facility Authority is a municipal public body corporate and politic with responsibility for overseeing the development, ongoing management and operation of the COBO Center.

Authority Representative: An individual designated by the Authority that will provide advice, counsel and direction as required to the signatories to this Memorandum. Responsibilities will include insuring that concerns, disputes, issues, etc are taken off the floor away from exhibitors and customers and resolving them, at a minimum, on a temporary basis -- "for the life of the event".

COBO: The COBO Center, a 2.4 million square foot meeting and convention facility in the heart of downtown Detroit, Michigan.

Contractor: An individual, a corporation, a limited liability company, an association or partnership, an organization, or a business subdivision thereof providing services for an exposition and/or its exhibitors. [Note: May be Official (appointed by Show Management) or Independent (appointed by the Exhibitor)].

Cordless Hand Tools: Any cordless device.

Exhibitor: An individual, a corporation, a limited liability company, an association or partnership, an organization, event sponsor, or a business subdivision thereof that produces or buys goods or services for display in an exposition or other event at COBO.

Convention & Trade Show Council (CTSC): A committee made up of representatives from each Union and each Contractor that are signatory to this Memorandum as well as representatives from COBO for the purpose of administering this Memorandum.

Memorandum: The entire Agreement titled "COBO Center Efficiency Memorandum" dated March 27, 2013.

Parties: Only the signatories to this Memorandum as well as any Contractor who adopts this Memorandum by executing the Letter of Agreement set forth in Exhibit A.

Project: Any exhibition, tradeshow, conference or other event or show that takes place within the COBO Exhibition Halls.

Project Site: The permanent address of the COBO Center located at One Washington Blvd, Detroit, Michigan 48226-4499, where Work is performed by Workers.

ARTICLE II: PARTIES TO THE MEMORANDUM

This Memorandum is made and entered by and between the Detroit Regional Convention Facility Authority acting through its COBO Center and its private management firm, SMG (hereinafter referred to as the "Authority" and/or "COBO"), and the signatory Unions, who are acting on behalf of their respective affiliates and members (hereinafter referred to collectively as the "Unions").

This Memorandum also binds any Contractor who shall be required to execute a Letter of Agreement (see Exhibit A) in order to perform Work at COBO.

ARTICLE III: ENTITIES BOUND

This Memorandum shall be binding on all signatory Unions performing Work at COBO. Contractors shall include in any subcontract that they let, for performance during the term of this Memorandum, a requirement that their subcontractors, of whatever tier, become bound by this Memorandum with respect to subcontracted Work.

ARTICLE IV: SCOPE OF THE MEMORANDUM

The scope of this Memorandum shall be limited only as described, and nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function that may occur at COBO.

The Contractors have no authority either expressed, implied, actual or apparent to speak for or bind the Authority, COBO or any Exhibitors at COBO. It is also understood that any portion of this Memorandum notwithstanding, COBO may terminate, delay and/or suspend any or all portions of any Work at anytime with cause.

Items specifically excluded from the scope of this Memorandum include but are not limited to the following:

- Work of non-manual employees including but not limited to: superintendents, supervisors, engineers, carriers, clerks, office workers including messengers, guards, emergency medical and first-aid technicians, and other professional engineering, administrative, supervisory and management employees in and above the classifications of Foreperson and General Foreperson.
- Any work performed near, or leading to or into (or any work normally performed on) the Project Site by, on behalf of or pursuant to a contract with state, county, city or similar governmental bodies and/or utilities or other similar organizations.

No provision of this Memorandum shall be construed to prohibit or restrict the Authority, COBO, its employees or the Contractors from performing work at COBO not covered by this Memorandum.

March 27, 2013

Page 6

Furthermore, all Contractors who assent to this Memorandum shall ensure that their employees perform the work requested without interfering with any work performed by any employee of the Authority, COBO or others who are not covered by this Memorandum.

ARTICLE V: NON-DISCRIMINATION

No Party to this Memorandum shall discriminate against a Worker performing Work at COBO in matters pertaining to hiring, wages, hours of work, working conditions, promotions, transfers, or any other term or condition of employment on the basis of race, color, creed, religious beliefs, age, sex, sexual orientation, national origin, handicap or veteran status except where based on a bona fide occupational qualification. Discrimination on the basis of any of the characteristics listed above, or any other characteristics protected by state or federal law, is not practice by any Party to this Memorandum and will not be tolerated.

ARTICLE VI: UNION RECOGNITION

COBO and the Contractors recognize the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada Local 38; the International Association of Bridge, Structural, Ornamental, Rigging, Machinery Erectors and Reinforcing Iron Workers Local Union No. 25; the International Brotherhood of Electrical Workers Local 58; the International Brotherhood of Teamsters Local 299; and the Michigan Regional Council of Carpenters Local 687 as the sole and exclusive bargaining representatives of Workers who are performing Work at COBO within the scope of this Memorandum.

All Contractors performing Work at COBO agree to:

1. Recognize and be bound by the legal referral facilities maintained by the Union and shall notify the appropriate Union representative either in writing or by telephone when Workers are required; and
2. Select applicants for referral for Work on a non-discriminatory basis.

Except as otherwise provided in this Memorandum, jurisdictions of the Unions (consistent with past practice unless modified herein) shall be as follows:

CARPENTERS shall handle carpentry and the unpacking, erection and dismantling of exhibit booths consisting of the layout of fabrication, assembling and erection of all displays made of wood, metal, plastics, composite board, or any other substitute material; the covering of same with any type of material; the installation of pipe and drapery; the hanging of informational signage; the framing, erecting and prefabrication of all roofs, partitions, floors and ceiling applications.

ELECTRICIANS shall handle electrical work, which includes supplying power to a booth, making connections when "hard" wiring and/or electrical harnesses are required and installing "static lighting" that is not built-in, integral part of the exhibit booth.

ARTICLE IX: JURISDICTIONAL DISPUTES

There will be no strikes, threats of strikes, sympathy strikes, picketing, Work stoppages, slowdowns, demonstrations or other disruptive activity of any kind arising out of a jurisdictional dispute. Pending the resolution of a jurisdictional dispute, the Work shall continue uninterrupted and as assigned by the Contractor. Jurisdictional disputes shall not excuse a violation of Article XIX.

Prior to the commencement of any Work, COBO may schedule a pre-Work markup / assignment meeting. Attending such meeting shall be the General Manager of the COBO Center or his/her designee, the Union signatories to this Memorandum and the involved Contractor. Best efforts will be made to schedule the pre-Work meeting in a timely manner.

ARTICLE X: CLASSIFICATIONS AND RATES OF PAY

Unless otherwise stated in this Memorandum, Worker Classifications and Pay Schedule shall be determined by the wage scales and pay schedules established by the appropriate local collective bargaining agreements.

ARTICLE XI: WORK WEEK & WORK DAY

The Contractor shall have the option to set Work day hours and stagger shifts consistent with the Project requirements, the Project schedule, and minimization of interference with traffic flow.

The Work week shall begin at 12:01 a.m. Monday and end at 12:00 midnight Sunday. The Work day shall begin at 12:01 a.m. and end 24 hours later at 12:00 midnight.

Workers shall be guaranteed a four (4) hour minimum work call during the setup and operation of a show or event. If the Worker requests to be released prior to working four (4) hours, the four (4) hour minimum payment shall not apply.

Premium payments shall not be pyramided, and no Worker shall be paid both daily and weekly overtime for the same hours worked.

If after working eight (8) or more hours, a Worker resumes work for the same Contractor with less than seven (7) hours between work periods that Worker shall be paid the appropriate overtime rate of pay for each hour less than seven (7). A Worker shall have the option not to return to work without penalty until that Worker receives at least seven (7) hours off between work periods for the same Contractor.

One-Shift Operation

The start time for the Work day may commence on or after 6:00am and conclude at or before 10:00pm, as determined by the Contractor.

ARTICLE XXI: SAVINGS CLAUSE

It is not the intent of the Parties to this Memorandum to violate any Federal, State or Local laws governing the subject matter contained herein, and any determination that any provision of this Memorandum violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this Memorandum. All Parties who are signatory to the terms of this Memorandum agree that if any of the provisions contained herein are finally held or determined to be illegal, unenforceable, not binding or void by a court of final and competent jurisdiction, an effort will be made by the Parties hereto to promptly renegotiate the clause(s) affected by such decision for the purpose of achieving conformity with the requirements of any applicable law.

ARTICLE XXII: DURATION & RENEWAL

This Memorandum shall be in full force and effective from March 27, 2013 and shall remain in effect until April 1, 2018. This Memorandum shall automatically be renewed thereafter for successive one (1) year periods unless changed or terminated. A party desiring to change or terminate this Memorandum must provide written notification at least ninety (90) days in advance of April 1, 2018, or any April 1st thereafter, in order to be considered proper notice.

IN WITNESS WHEREOF, the Parties hereto by their duly designated representatives have executed this COBO Center Efficiency Memorandum.


THE AUTHORITY, ITS COBO CENTER & PRIVATE MANAGEMENT FIRM, SMG:


Scott Bardakewicz – Director of Human Resources

MICHIGAN REGIONAL COUNCIL OF CARPENTERS U.B.C.J.A. & ITS LOCAL 687:



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS & ITS LOCAL 58:

Michael Richard – Business Manager


Ric Preuss – Business Representative

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, RIGGING, MACHINERY ERECTORS & REINFORCING IRONWORKERS & LOCAL 25:


Jack O'Donnell – Business Manager


Dave Gonzalez – Business Agent

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURES TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA AFL-CIO, CLC & ITS IATSE LOCAL 38:


Cal Hazelbaker – Business Agent

INTERNATIONAL BROTHERHOOD OF TEAMSTERS & ITS LOCAL 299:


Kevin D. Moore – President

Ken Kwapisz – Secretary-Treasurer

March 27, 2013

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EXHIBIT A

Contractors or Subcontractors engaged to perform Work at the COBO Center agree to be bound by the terms and conditions of the COBO Center Efficiency Memorandum and its attached Exhibits.

[LETTERHEAD OF CONTRACTOR / SUBCONTRACTOR]

(DATE)

Subject: Letter of Agreement

To Whom It May Concern:

Pursuant to Article II of the COBO Center Efficiency Memorandum (the Memorandum), the undersigned hereby agrees that it will comply with and be bound by all of the terms and conditions of the Memorandum. In addition the undersigned also agrees that it will comply with the provisions of the Contractor Building Manual. This Letter of Agreement will remain in effect for the duration of the Memorandum.

The undersigned also represents and warrants that he or she is an authorized agent of their organization and have the authority to executive this Letter of Agreement on its behalf.

Sincerely,
(Name of Contractor / Subcontractor)

By: _____

Its: _____

Date: _____

March 27, 2013

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March 27, 2013

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2006 – 2007

Collective Bargaining Agreement

Southeast Michigan Company
Contractors Association

and

Michigan Regional Council of
Carpenters

Effective Date: November 1, 2006

Termination Date: July 31, 2007

4/4/08
Per Carrie Wenzel -
No signed contract
extension for
SEMCCA

2006 - 2007

Collective Bargaining Agreement

Southeast Michigan Carpentry
Contractors Association

and

Michigan Regional Council of
Carpenters

Effective date: November 1, 2006
Termination date: July 31, 2007

Agreement

This Agreement entered into on October 20, 2006, by and between the Michigan Regional Council of Carpenters and Southeast Michigan Carpentry Contractors Association, representing its Signatory Members.

Article I TERMS

The meaning of the terms used in this Agreement shall be as follows:

- A. **Agreement:** The collective bargaining agreement between the Union and the Employer.
- B. **Association:** Southeast Michigan Carpentry Contractors Association.
- C. **Employer:** Signatory Members and Independents, collectively.
- D. **Employees:** Residential carpenter employees of the Employer in the geographic area of the Union, as defined by this Agreement.
- E. **Independents:** Carpentry contractors who are not members of the Association or any other employer group which negotiates with the Union on behalf of its members and who execute this Agreement.
- F. **Signatory Members:** Those Association members identified on Addendum F who have authorized the Association to bargain with the Union on their behalf.
- G. **Union:** The Michigan Regional Council of Carpenters.

Article II EXCLUSIVE BARGAINING AND EMPLOYMENT

- A. **Exclusive Representative.**
 - 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the Employees.
 - 2. This Agreement exclusively governs the wages, terms and conditions of employment of all Employees performing residential work, as defined in this Agreement, under the jurisdiction of the Union.
- B. **Portability.** It is hereby agreed that Employer shall have freedom of movement of manpower throughout the jurisdiction of the Union in the residential carpentry field.
- C. **Jurisdiction** This Agreement shall apply to residential work only as same is defined below:

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Union D-B

Article V HOURS OF WORK

- A. **Work Day.** Eight hours shall constitute a day's work between the hours of 6:00 a.m. and 6:30 p.m., Monday through Friday, inclusive. When carpenters are required to work overtime, the time and one-half rate of wages shall apply. All work on Sundays and recognized holidays shall be paid at double time. The Local Union must be notified of any Saturday work. Any Employee losing time because of inclement weather may be requested by the Employer to work (if the Employee desires) Saturday for straight time for the purpose of getting in 40 straight hours in a week. Residential Carpenters Local No. 1234 must be notified of any Saturday work.
- B. **Overtime.** All hours over 40 hours per week shall be paid at time and one-half, excluding Sundays and holidays.
- C. **Lunch Period.** All Employees covered by this Agreement shall have a full one half ($\frac{1}{2}$) hour lunch period.
- D. **Holidays.** The holidays or days so celebrated, recognized by this Agreement and calling for overtime for any work performed are: New Year's Day, Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day and Labor Day. No work shall be done on Labor Day, except for protection of life or property. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday and if work is performed, the rate shall be double time.
- E. **Shift Work.** Wages and working conditions will be negotiated between the Union and the Employer.
- F. **Coffee Break.** Each Employee shall be allowed to take a coffee break near his work station once during the first four hours work period and once during the second four hour work period. The breaks will be allowed during the middle 60 minutes of the work periods at specific times determined by the Employer and need not be at the same time for all Employees.

Article VI WAGES AND FRINGE BENEFIT CONTRIBUTIONS
(See Addendum B)

- A. **Wages.** Wages, fringe benefit contributions, dues and/or any other payments required hereunder, for work performed in the Detroit Zone (Zone 1) shall be made in accordance with Addendums B through E and Amended B-1, which is incorporated herein by reference; except that the wages, fringe benefit contributions dues and/or any other payments for the following types of labor performed on residential construction shall be in accordance with the schedules contained in the hereafter specified Addendums, which are incorporated herein by reference:

1. Residential roofing and siding installation as set forth in Addendum C

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Union D.B.

2. Drywall installation as set forth in Addendum D
 3. Insulation materials installation as set forth in Addendum E
- B. **Payments.** Friday shall be the weekly payday on a work, except a State, Federal or local law or regulation makes it impracticable. Each Employee shall be paid weekly during working hours in accordance with Addendum B, 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, FICA, income tax and all benefits withheld; company name, address, hours worked and the Employee's name. No more than one week's pay shall be held back.
 - C. **Bonuses and Wage Enhancement.** Employer shall, at its absolute discretion, have the right to pay an Employee a bonus and/or a wage enhancement over and above any pay to which the Employee is entitled pursuant to this Agreement. Further, any such bonus or wage enhancement shall not be considered in computing the Employee's fringe benefits under this Agreement.
 - D. **Late Checks.** 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 hour's pay, at straight time, for each hour the Employee is required to wait for his or her check, up to a maximum additional payment of eight hours' pay. Additional pay shall not be required if the Employer was prevented from issuing checks by strikes, civil disorder, severe weather or other casualty beyond the control of the Employer.
 - E. **Termination Pay.** An Employee who is not fully compensated at the time of termination, or if the check is not mailed within 24 hours (excluding Saturdays, Sundays and Holidays), shall receive an additional two hours pay for each 24 hours waiting time.
 - F. **Health and Welfare.** The Employer shall pay the amount specified in Addendums B through E and the Amended Addendum B-1 for all hours worked by each Employee covered by this Agreement to the Michigan Carpenters Health Care Fund, (hereinafter called the "Health and Welfare Fund"). The Health and Welfare Fund contribution is calculated on all hours worked.
 - G. **Pension.** The Employer shall pay the amount specified in Addendums B through E and the Amended Addendum B-1 on behalf of each Employee covered by this Agreement to the Michigan Carpenters Pension Trust Fund, (hereinafter called the "Pension Fund"). The Pension Fund contribution is calculated on all hours worked.
 - H. **Apprenticeship and Training.** The Employer shall pay the hourly rate set forth in Addendums B through E and the Amended Addendum B-1 for all hours worked by each Employee covered by this Agreement to the Michigan Carpenters Joint Apprenticeship and Training Trust Fund, (hereinafter called the "Apprenticeship Fund"). The Apprenticeship Fund contribution is calculated on all hours worked.

SEMCCA



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Union



K. Fund Miscellaneous.

1. Fringe Benefit contributions from the Employer are due on the last banking day of the month following the month in which the hours were worked. The Employer's failure to pay the contributions in the manner required by this Agreement shall be deemed a default hereof, subjecting such defaulting Employer to the sanctions set forth herein as well as those that may be adopted by the affected Funds.
2. The Employer accepts and adopts the Plan and Trust Agreements of all of the Funds herein and all of the terms, conditions and provisions thereof, including all rules, regulations, policies, procedures and resolutions adopted by the Trustees and all of the actions of the Trustees administering the Trust Funds in accordance with the Trust Agreements. Such Trust Agreements shall provide for representation by the Association on the Board of Trustees.
3. Fringe Benefit contributions and dues shall be paid to the Funds' appropriate collection agent no later than the 15th day of the month, following the month in which the hours were worked. Fringe Benefit Contributions on behalf of any individual who has a direct or indirect ownership interest in the Employer (determined by IRS attribution rules) or former Employee who continues to participate in the Fringe Benefit Funds (so-called alumni employee) shall be made on the basis of not less than 40 hours per week, when such individuals are permitted to participate by the Fringe Benefit Funds.

L. Market Recovery. An Employer in Good Standing, as defined in Article VII Section K, who maintains such status for at least six consecutive months, (rather than the time period set forth therein) may designate up to 10% of its Employees as "market recovery workers" by designating each such worker with an "MR" on its fringe benefit contribution form. A worker so designated may be paid 75% of the applicable journeyman base wage rate by the Employer, with all fringe benefit contributions payable in accordance with Addendum B. No Employee may be designated as a "market recovery worker" for more than 12 months by his Employer(s). All Employers who fulfilled the requirements of an Employer in Good Standing for six consecutive months prior to the inception date of this Agreement are immediately eligible to implement this provision.

M. Collection of Delinquent Fringe Benefit Contributions. Recognizing the fact that contributions to fringe benefit funds are allocated by the Employees from wage increases that could otherwise be taken as wages, and in the interest of further discouraging Employer delinquencies, it is agreed that any amounts representing delinquent contributions to the Fringe Benefit Funds shall be immediately deemed as unpaid wages for all purposes hereunder. The Union, Employee or any designated agent thereof may take any enforcement action deemed appropriate to recover said delinquent wages.

SEMCCA JC

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Union D.B

Association members.

- B. **Favored Nation Clause.** If the Union knowingly shall furnish Employees to an Employer in the geographical area 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 more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.
- C. **Subcontracting.** Should an Employer covered by this Agreement become a subcontractor engaged in work for others covered by another current existing Agreement with the Union, then that Employer shall be required to comply with such Agreement covering such work. If there is a question on the status of an Employer, such questions shall be submitted to the Joint Grievance Board for determination.
- D. **Violations.** Any violation of this Article may be submitted to the Grievance Procedure under Article VIII hereof.

Article XII LABOR - MANAGEMENT COMMITTEE

Pursuant to the Labor-Management Cooperation Act of 1978, there shall be established a Southeast Michigan Area Residential Carpentry Labor-Management Committee, which will have as its purpose improving labor-management relations, job security, organizational effecting their jobs, including improving communication with respect to subjects of mutual concern and interest. The Southeast Michigan Area Residential Carpentry Labor Management Committee shall be jointly trusted by an equal number of management trustees appointed by the Association and labor trustees appointed by the Union as provided in any Trust Agreement establishing the Southeast Michigan Area Residential Carpentry Labor-Management. The Committee will meet at least on a quarterly basis to discuss issues related to the industry.

Article XIII INVALIDITY

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

Article XIV LIABILITY

- A. **Association as Agent.** It is understood that the Association is acting only as agents in the negotiation of this Agreement and that it is the agent only for those Employers, individuals, partnerships and corporations who have authorized it to so act. In no event shall the Association be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any

SEMCCA 

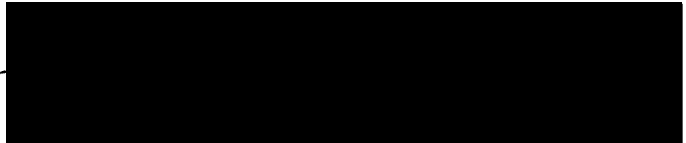
Page 15 of 18

Union  D.B.

Southeast Michigan Carpentry Contractors Association
Signature Page

Dated: 10/26/ 2006

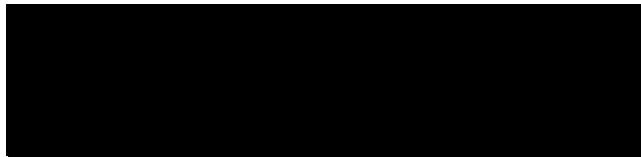
Michigan Regional Council of Carpenters



Its Authorized Representative

Dated: 10/27/06, 2006

Southeast Michigan Carpentry Contractors
Association



Its Authorized Representative

SEMCCA JC

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Union D.B

MRCC - SEMCCA

CONTRACT EXTENSION ADDENDUM

The undersigned parties, following voluntary negotiations, hereby agree to extend the term of their current collective bargaining agreement between the Southeast Michigan Carpentry Contractors Association and the Michigan Regional Council of Carpenters (collectively "Underlying Agreement"), for their mutual benefit, so that when same are hereby extended, the provisions of said Underlying Agreement, including but not limited to the union security clause contained therein, are fully grandfathered under Michigan's so called "right to work" statute, P.A. 348, Section 14 (2), for the entire term of the Underlying Agreement, as hereby extended.

1. **Term.** This extension will run for seven (7) years -- from August 1, 2015 through July 31, 2022.
2. **Limited Reopener.** The parties agree that the Underlying Agreement, as hereby extended, shall be subject to a limited reopener on August 1, 2015, solely for the purpose of renegotiating the wage and fringe benefit package of the Underlying Agreement. Any such limited reopener is not intended by the parties to constitute an extension or renewal of the Underlying Agreement, nor a new agreement, contract, understanding or practice, which in any way limits the ability of the Underlying Agreement, as hereby extended, from being grandfathered in under the terms of the aforesaid statute. To the full extent necessary in order to preserve the grandfathered status of the Underlying Agreement, as hereby extended, the parties agree that any and all terms agreed to during said limited reopener shall be treated as a freestanding settlement, separate and distinct from the Underlying Agreement, as hereby extended.
3. **Survivability.** The foregoing increases, when they take effect, shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same take effect. To the full extent necessary in order to preserve the grandfathered status of the Underlying Agreement, as hereby extended, the parties agree that any and all future terms shall be treated as a freestanding settlement, separate and distinct from the Underlying Agreement, as hereby extended, to the extent necessary to preserve the grandfathered status of the Underlying Agreement, as hereby extended, under Michigan's P.A. 348. Except as herein amended, the terms and conditions of the Underlying Agreement shall remain in full force and effect for its entire term, as hereby extended. In the event any portion of the Underlying Agreement, as herein extended, is declared to be or becomes inoperative under State or Federal law, the balance of the Underlying Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Underlying Agreement, if requested by either party. That part of the Underlying Agreement which is declared to be in contradiction of said applicable laws shall be suspended in operation, solely within the limits to which said applicable laws are in effect and such suspension shall not affect the operation of any such provisions covered by the Underlying Agreement to which said law is not applicable, nor shall it affect the remainder of the provisions of the Underlying Agreement within the limits to which such law is applicable.

The foregoing modifications will automatically become a part of the existing collective bargaining agreement, as of the execution date hereof.

[Signatures on Next Page]

Executed on March 22, 2013 by:

**MICHIGAN REGIONAL COUNCIL OF
CARPENTERS (MRCC)**

By: _____
Its Authorized Representative

**SOUTHEAST MICHIGAN CARPENTRY
CONTRACTORS ASSOCIATION (SEMCCA)**

By: _____
Its Authorized Representative

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**MRCC - SEMCCA
CONTRACT EXTENSION**

The undersigned parties hereby agree to extend the terms of their November 1, 2006 – July 31, 2007, collective bargaining agreement, to ²⁰¹⁰ September 30, 2009, on the same terms and conditions that existed prior to this extension. Any notices given by the parties with respect to the renegotiation of said collective bargaining agreement shall be deemed in effect for the term of said extension. Except as herein modified, the terms of the underlying agreement shall continue in full force and effect.

**MICHIGAN REGIONAL COUNCIL OF
CARPENTERS (MRCC)**

Dated: 8/3/2010

By: 

Its Authorized Representative

**SOUTHEAST MICHIGAN CARPENTRY
CONTRACTORS
ASSOCIATION, INC. (SEMCCA)**

Dated: 8/3/2010

By: 

Its Authorized Representative

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DRAFT

**MRCC - SEMCCA
2010-2012 COLLECTIVE BARGAINING AGREEMENT SETTLEMENT**

The undersigned parties hereby agree to extend the terms of their November 1, 2006 – July 31, 2007 collective bargaining agreement, which was previously extended through September 30, 2010, to July 31, 2012, on the same terms and conditions that existed prior to this extension, except as herein modified.

1. **First Year (October 1, 2010 – July 31, 2011).** Freeze in wage and fringe benefit package.

2. **Second Year (August 1, 2011 – July 31, 2012).** \$1.00 per hour increase to journeymen, to be allocated by the Union.

3. **Craft jurisdiction to include:**

- a. Funeral Homes;
- b. Restaurants;
- c. Rest Homes; and
- d. Nursing Homes;

provided they are stand alone buildings and the existing exceptions of Article I, Section C of the contract stay in place, i.e. concrete or steel high rise buildings in excess of three stories, traditionally done under the Commercial Agreement.

4. **Definition of Single and Multi Family Work.**

Single-Family Housing rates apply to single family homes and detached condominiums.

Multi-Family Housing rates include structures intended for occupancy by more than one family, such as duplexes, apartment-type structures, and non-detached condominium units in structures of more than one living unit that do not meet the above single-family housing definition.

5. The parties will endeavor to meet monthly to review issues facing the industry, with meetings tentatively scheduled on the first Tuesday of every month at 10:00 a.m.

[Signatures on Next Page]

**MICHIGAN REGIONAL COUNCIL OF
CARPENTERS (MRCC)**

Dated: _____

By: _____
Its Authorized Representative

**THE SOUTHEAST MICHIGAN
CARPENTRY CONTRACTORS
ASSOCIATION (SEMCCA)**

Dated: Oct 1 / 2010

By: _____

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2010 – 2012
COLLECTIVE BARGAINING AGREEMENT

MICHIGAN REGIONAL
COUNCIL OF CARPENTERS

And

POURED CONCRETE
WALL ASSOCIATION

**2010-2012
COLLECTIVE BARGAINING AGREEMENT**

**MICHIGAN REGIONAL
COUNCIL OF CARPENTERS**

And

**POURED CONCRETE
WALL ASSOCIATION**

AGREEMENT

This collective bargaining agreement is between the Michigan Regional Council of Carpenters, (hereinafter referred to as "MRCC" or "Union"), covering the State of Michigan and Poured Concrete Wall Association (hereinafter referred to as "PCWA" or "Association") on behalf of its members and others who become signatory to this Agreement, collectively referred to herein as Employer(s) and is effective from August 1, 2010 through July 31, 2012.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employee, its Employees and the Union, to establish an understanding relative to gross wages, hours of work, and all other conditions of employment so that the Employer, its Employees and the Union may all profit from the fair and stable conditions in the industry which will result therefrom;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE I EXCLUSIVE BARGAINING AND EMPLOYMENT

- A. **Exclusive Representative.** The PCWA and Employers recognize the Union as the sole and exclusive collective bargaining agent for a majority of all persons employed as carpenters in the geographic area of the Union and doing residential work as defined herein. It is specifically agreed and understood that this Agreement exclusively governs the wages, terms, and conditions of employment of all carpenters performing residential work (hereinafter defined), coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, employed by an Employer, regardless of whether such Employer is acting in the capacity of a prime or subcontractor.
- B. **Portability.** It is hereby agreed that all contractors signatory to this Agreement shall have the freedom of movement of manpower throughout the jurisdiction of the Union in the residential field.
- C. **Jurisdiction.** This Agreement shall apply to residential work only as same is defined below:

This Agreement covers all "poured concrete wall" residential type construction in the geographical jurisdiction covered by this Agreement. Poured concrete wall residential type construction 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 and walk-up apartments. This Agreement also covers free standing congregate living units and motels, funeral homes, restaurants, rest homes, and nursing homes. This Agreement (including this Article I, Section C) 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 three stories, and any work of a subdivision of the trade covered by a collective bargaining agreement in effect on the date of this Agreement (such as Resilient Floor work or Commercial Construction).

It is agreed by the parties to this Agreement that if they perform work which comes under the jurisdiction of the Union, but is not covered under this Agreement, the party performing the work agrees to abide by the rules and regulations of the Agreement covering said work.

Additional pay shall not be required if the Employer was prevented from issuing checks by strikes, civil disorder, severe weather or casualty beyond the control of the Employer.

- C. **Termination Pay.** An Employee who is not fully compensated at the time of termination or if the check is not mailed within twenty-four (24) hours (excluding Saturdays, Sundays and Holidays), shall receive an additional two (2) hours' pay for each twenty-four (24) hours of waiting time.
- D. **Health and Welfare Fund.** Effective the date of this Agreement, the Employer shall pay the amount set forth in Schedule A for all hours worked by each Employee covered by this Agreement to the Michigan Regional Council of Carpenters Employee Benefits Fund. These contributions shall be computed for all paid hours without regard to whether the Employee was working for straight time or for overtime. The Michigan Regional Council of Carpenters Employee Benefit Fund shall be administered by a Board of Trustees consisting of six Trustees; three of whom shall be appointed by Employer Groups as Employer Trustees, and three of whom shall be appointed by the Union as Union Trustees. The Poured Concrete Wall Association shall designate one (1) Employer Trustee. In the event the number of Trustees are increased or decreased, there shall at all times be an equal number of Employer and Union Trustees and voting numbers shall at all times be equal.
- E. **Pension Fund.** Effective the date of this Agreement, the Employer shall, for all hours worked, pay the amount shown in Schedule A for each Employee covered by this Agreement to either the Carpenters Pension Fund of Detroit and Southeastern Michigan or to the Michigan Regional Council of Carpenters Annuity Fund, as the Employee may elect once every twelve months in writing, provided that any election to change the Fund designation by an Employee shall be received by the Employer and delivered to the Trustees within thirty (30) days of any anniversary of this Agreement. The Michigan Regional Council of Carpenters Annuity Fund shall be administered by a Joint Board of Trustees consisting of an equal number of Employer and Union Trustees. The Poured Concrete Wall Association shall designate one (1) Employer Trustee to the Board of Trustees. In the event the number of Trustees is increased or decreased, there shall always be an equal number of Employer and Union Trustees and voting numbers shall at all times be equal.
- E. **U.B.C. Funds.** The Employer shall pay for all hours worked by each Employee covered by this Agreement, the amount set forth in Schedule A to the United Brotherhood of Carpenters Health & Safety Fund of North America, the United Brotherhood of Carpenters Apprenticeship & Training Fund of North America, and the Labor Management Education and Development Fund. These contributions shall be collectively referred to as "U.B.C. Funds." These contributions are calculated on all hours worked and paid at the same time as the other fringe benefits required by the Agreement. The contribution may be allocated among the Funds, as directed by the Union from time to time.
- F. **Fund Miscellaneous.**
1. The Trust Agreement establishing the Health and Welfare Fund, Pension Fund (sometimes jointly referred to herein as Fringe Benefit Funds) and the Carpenters Guaranty Fund, 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 into this Agreement by reference. Copies of such documents shall be furnished to the Trustee designated by the Poured Concrete Wall Association.
 2. Each Employer shall pay all costs of collection charges as follows: Five (5%) percent on all contributions received between one (1) and thirty (30) days after the due date and a payment

SCHEDULE A
POURED WALL
RESIDENTIAL RATES - CARPENTERS
 Effective September 1, 2010 to July 31, 2011

| SINGLE/MULTI FAMILY AND CONDOMINIUM RATES | | | |
|---|-----------------|-------------------------|----------------------|
| | CARPENTER I | JOURNEYMAN CARPENTER | CARPENTER FOREMAN |
| *Base Wage | \$ 19.43* | \$ 24.02* | \$ 25.06* |
| MRCC Employee Benefits Fund | 6.05 | 6.05 | 6.05 |
| SUPPLEMENTAL INSURANCE | .00 | .00 | .00 |
| Building Fund | .10* | .10* | .10* |
| Pension – Percentage of Gross Wage | 3.23 (16.62%) | 3.27 (13.61%) | 3.32 (13.25%) |
| MRCC Annuity Fund | .35 | .10 | .10 |
| Steward Fund | .55 | .55 | .55 |
| UBC Funds | .10 | .10 | .10 |
| TOTAL | \$ 29.81 | \$34.19 | \$ 35.28 |

DUES DEDUCTION – Four (4%) percent of the base wage shall be deducted from each Employee's pay. The amount of the dues deduction is included in the wage as stated above and may be adjusted from time-to-time by the Union.

SECURITY DEPOSIT – An additional Guaranty Fund contribution of \$0.25 per hour is applicable to all Employers without a cash or surety bond, or those who are not members of the Association.

*Denotes taxable items.

** Effective February 1, 2010, contributions made to the Industry Promotion Fund (FACT) will be allocated to the Industry Steward Fund.

*** Effective first pay period on or after August 1, 2011, the Employer(s) agree to increase the gross compensation package of Journeyman Carpenter by an additional one dollar and 00/100 (\$1.00) per hour, with other classifications to be increased on a pro-rata basis. This sum shall be allocated to wages and other existing Funds as may be determined by the Union membership. The Employer shall be notified of the allocation within a reasonable time period from the date the allocation is determined by the membership.

ARTICLE VI
SECURITY DEPOSIT

- A. **Security Deposit.** To insure payment of fringe benefit contributions, the Employer has an option of one of the following:
1. A security deposit;
 2. Join the PCWA; or
 3. Pay fringe benefit contributions weekly.

- C. **Joint Settlement Board.** The Joint Settlement Board shall consist of three (3) representatives appointed by the Association and three (3) representatives appointed by the Union. The Association and the Union shall each appoint two (2) alternate representatives each of whom may serve in the place of a regular representative who is unable to act. No Union representative or Employer directly involved in the dispute shall act as a member of the JSB.
- D. **Dispute Resolution.** Either the Employer or the Union may submit in the manner described below to the JSB any resolved matter between them arising out of the interpretation or application of any provisions of this Agreement, provided however, that no decision of the JSB shall in any way modify the terms or enlarge the scope of this Agreement. The fine for the first offense shall be \$500; the second \$1,000; and the third, \$1,500, payable to the Industry Steward Fund. The JSB can order such additional remedies as are appropriate to remedy contractual violations.
- E. **Operations of the JSB.** At the JSB meetings, the Board shall follow reasonable rules of procedure and elect officers. The Chairman, or in his absence, the Secretary of the JSB, or their alternates, shall within one (1) working day after request of either the Employer or the Union, convene a meeting of the Board. The Board shall hear witnesses and examine other evidence relating to the matter before it. A record of meetings and decisions rendered shall be kept. The Board shall make written findings of fact and render a decision which shall be final and binding on all parties to the dispute. In instances where the Employer is charged with deficiency in payment of gross wages, the JSB may order the examination of the Employer's payroll records and may in this regard delegate the responsibility of such examination to two (2) Board members, one (1) Union and one (1) Employer and/or a qualified auditor. In the event of deadlock of the JSB, the matter, at the request of the Union, shall be referred to the American Arbitration Association for processing under its Voluntary Labor Rules.
- F. **Work Stages.** There shall be no stoppage of work until twenty-four (24) hours, excluding Saturday and Sunday, after notice that there will be stoppage and the reasons therefore have been served upon the Employer and the Association. Any unauthorized work stoppage without a twenty-four (24) hour notice shall be deemed a specific violation of this Agreement, and the Union shall advise the JSB within thirty (30) days of disciplinary action taken for such illegal work stoppage.

ARTICLE IX COMPENSATION TO CARPENTERS FOR INJURY OR UNEMPLOYMENT

The Employer shall provide Workers Compensation Insurance for all carpenters employed and shall, regardless of the number of workers employed, become a subject Employer under the Michigan Unemployment Security Act, and shall exhibit proof of both such coverages to the Union.

ARTICLE X EQUAL TREATMENT

- A. **Equal Treatment.** The Union shall not knowingly permit its members to work for any Employer who does not have an agreement with the Union. If the Union knowingly allows its members to work for any Employer who does not have an agreement with the Union or with an Employer who the Union knows is in violation of his contract, then the Union agrees that any member of the Association shall have the right to bid work where the violation is occurring, under the same terms and conditions that the Employer who is violating the contract it is working under -- such as paying under-scale, working overtime as straight time, piece or lump working, or any conditions that put the contract violator in a better competitive position than the Association member(s).
- B. **Dual Agreements.** Should an Employer covered by this Agreement become a subcontractor engaged in work for others covered by another current existing agreement with the Union, then that Employer


ARTICLE XIII
TERMINATION

- A. **Employer Status.** This Agreement shall be binding on the Employer, its successors and assigns. The Employer will notify the Union thirty (30) days prior to any change in company name, ownership or address.
- B. **Termination - Extension.** This Agreement shall remain in effect through July 31, 2012. This Agreement shall be renewed from year to year thereafter, unless either party shall notify the other party, in writing, at least 90 days prior to any August 1st, beginning with August 1, 2012, of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by certified mail to the other party. In the event timely notice is given by either party to change and no agreement on such changes is reached prior to August 1, 2012, this Agreement shall be deemed to have terminated on August 1, 2012.

Dated: 1/27/11

Dated: 1/11/11

MICHIGAN REGIONAL COUNCIL OF
CARPENTERS (MRCC)

By: 
Executive Secretary/Treasurer

POURED CONCRETE WALL
ASSOCIATION

By: 
Its

Company Name _____

Date of Execution _____

Signature of Employer's Authorized Representative _____

Print Name and Title _____

Address _____

City, State and Zip Code _____

Tel _____

Fax _____

Tax Identification Number _____

Name of Workers' Comp. Carrier & Policy No. _____

Name of Performance Bond Surety & Bond No. _____

Certificate of Michigan Workers' Compensation
Insurance must be attached.

MESC Number _____

Carpenters Fringe Benefit Code No.: _____

JIT/dm.W:\FUNDS\MRCC\UNION\AGREE\2010-2012 POURED WALL AGREEMENT.FINAL120210.DOC

INDEPENDENT CONTRACTORS ADOPTION AGREEMENT POURED CONCRETE WALL ASSOCIATION

ADOPTION. The undersigned, not being a member of an employer Association, but nevertheless desiring to enter into a collective bargaining agreement with the Union, hereby acknowledges that it has read and understands the terms and conditions of the collective bargaining agreement between the Michigan Regional Council of Carpenters and the Poured Concrete Wall Association, and hereby agrees to be bound by all the terms and conditions set forth in said collective bargaining agreement, as in effect on the execution date hereof, including any extensions or modifications thereof following said date. The terms of the aforesaid collective bargaining agreement are modified as follows:

- A. **Security Deposit.** The Association shall not stand as surety for any independent contractor who executes this Addendum, unless same becomes a member of the Association. In order to guaranty the payment of fringe benefit contributions, independent contractors must: (1) pay their fringe benefit contributions weekly, (2) post a security deposit, as provided in Article VI, of the underlying Agreement or (3) join the Association.
- B. **Fringe Benefits.** All fringe benefit contributions payable by independent contractors who are not on a weekly pay basis, must be paid and received by the Fringe Benefit Funds' depository no later than the 15th day of the month following the month in which the hours were worked. Weekly contributors must pay their contributions as provided in the underlying Agreement. Guaranty Fund contributions shall be due at the rate set forth in Addendum A, for each hour worked by each covered Employee.
- C. **Term.** The undersigned further agrees that this Addendum and the underlying Agreement, together with the applicable addendums, shall remain in full force and effect from the execution date hereof, for the term of the aforesaid underlying Agreement, and continue thereafter for successive one year periods, incorporating the wage and fringe benefit rates then negotiated by the Union and any other Employer in the industry, unless same is modified or terminated as herein provided. Unless the undersigned provides a timely written notice of its intent to modify or terminate the underlying Agreement, same shall continue in force and effect for successive one year periods, incorporating the wage and fringe benefit rates then negotiated by the Union and any other Employer in the industry, regardless of whether the Association terminates said Agreement with the Union. Notice of reopening provided to the Association shall be deemed notice to the undersigned. Notwithstanding any contrary language in the underlying Agreement, any party desiring to modify, change or terminate this Agreement shall notify the other party, in writing; at least sixty (60) but not more than ninety (90) days prior to any expiration date of the underlying Agreement, of its desire to change in any way or terminate same. Such written notice shall be sent by registered or certified mail to the other party. If no timely notice is given, the automatic renewal provision set forth herein, shall take effect.

Executed on: _____

MICHIGAN REGIONAL COUNCIL OF
CARPENTERS (MRCC)

Company Name

By: _____
Its Authorized Representative

Signature

Print Name and Title

Address

City, State and Zip Code

*Certificate of Michigan Workers' Compensation
Insurance must be attached.*

Tel _____ Fax _____

Carpenters Fringe Benefit Code No.: _____

Tax Identification Number

Name of Workers' Comp. Carrier & Policy No.

Name of Performance Bond Surety & Bond No.

MESCC Number

AGREEMENT
AUGUST 1, 2012 – JULY 31, 2022

Covering

Residential
Construction

Between

The Michigan Regional
Council of Carpenters (MRCC)

And

The Michigan Carpentry Contractors
Association, Inc. (MCCA)
(With Independent Contractors Addendum)

AGREEMENT
AUGUST 1, 2012 – JULY 31, 2022

Covering

**Residential
Construction**

Between

**The Michigan Regional
Council of Carpenters (MRCC)**

And

**The Michigan Carpentry Contractors
Association, Inc. (MCCA)**
(With Independent Contractors Addendum)



L. **Pay Rate.** If an Employer, covered by this Agreement, is found guilty of paying the single family rate for work other than single family work, as defined in this Agreement, he shall automatically lose the option to use the single family rate for the term of this Agreement.

ARTICLE IV HOURS OF WORK

A. **Work Day.** Eight hours shall constitute a day's work between the hours of 6:00 a.m. and 6:30 p.m., Monday through Friday, inclusive. When carpenters are required to work overtime, the time and one half rate of wages shall apply. All work on Sundays and recognized holidays shall be paid at double time. The Local Union must be notified of any Saturday work. Any Employee losing time because of inclement weather may be requested by the Employer to work (if the Employee desires) Saturday for straight time for the purpose of getting in 40 straight hours in a week. Residential Carpenters Local No. 1234 must be notified of any Saturday work.

B. **Overtime.** All hours over 40 hours per week shall be paid at time and one half, excluding Sundays and holidays.

C. **Lunch Period.** All Employees covered by this Agreement shall have a full one half hour lunch period.

D. **Holidays.** The holidays or days so celebrated, recognized by this Agreement and calling for overtime for any work performed are: New Year's Day, Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day and Labor Day. No work shall be done on Labor Day, except for protection of life or property. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday and if work is performed, the rate shall be double time.

E. **Shift Work.** Wages and working conditions will be negotiated between the Union and the Employer.

F. **Coffee Break.** Each Employee shall be allowed to take a coffee break near his work station once during the first four hours work period and once during the second four hour work period. The breaks

will be allowed during the middle 60 minutes of the work periods at specific times determined by the Employer and need not be at the same time for all Employees.

ARTICLE V WAGES AND FRINGE BENEFIT CONTRIBUTIONS (SEE ADDENDUMS A AND B)

A. **Payments.** All wages paid for work performed in the Detroit Zone (Zone 1), fringe benefit contributions, dues and/or any other payments required hereunder shall be made in accordance with Addendums A and B, which is incorporated herein by reference. When work is performed outside of the Detroit Zone (Zone 1), in areas where non-union labor prevails, the South East Area Residential Carpenters Labor Management Committee shall meet to establish a competitive rate of wages and fringe benefit contributions. 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 in accordance with Addendums A and B, 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, FICA, income tax and all benefits withheld; company name, address, hours worked and the Employee's name. No more than one week's pay shall be held back.

B. **Prevailing Wage Work.** All prevailing wage jobs will be paid at the Commercial Rate, as set forth in Addendum E.

C. **Late Checks.** 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 hour's pay, at straight time, for each hour he is required to wait for his check, up to a maximum additional payment of eight hours' pay. Additional pay shall not be required if the Employer was prevented from issuing checks by strikes, civil disorder, severe weather or other casualty beyond the control of the Employer.

D. **Termination Pay.** An Employee who is not fully compensated at the time of termination, or if the check is not mailed within 24

hours (excluding Saturdays, Sundays and Holidays), shall receive an additional two hours pay for each 24 hours waiting time.

E. **Health and Welfare.** The Employer shall pay, commencing on the effective date of this Agreement, the amount set forth in Addendums A and B for all hours worked by each Employee covered by this Agreement to the Michigan Regional Council of Carpenters Employee Benefits Fund, (hereinafter referred to as the "Health and Welfare Fund"). These contributions shall be computed for all paid hours without regard to whether the Employee was working for straight time or for overtime. The Health and Welfare Fund shall be administered by a joint group of Trustees with equal representation by the Union and the Employers.

F. **Pension.** The Employer shall pay, commencing on the effective date of this Agreement, the applicable percentage as set forth in Addendums A and B of the actual hourly rate (but not less than the minimum base wage) of each Employee covered by this Agreement to the Detroit Carpenters Pension Fund. The Pension Fund shall be administered by a joint group of Trustees with equal representation by the Union and the Employers.

G. **Michigan Regional Council of Carpenters Annuity Fund.** The parties hereto have established the Michigan Regional Council of Carpenters Annuity Fund pursuant to a Trust Agreement dated as of the 1st day of June, 1995, which Trust is hereby made a part of the Agreement. Said Pension Fund is financed through contributions of all Employers signatory to this Agreement. All Employers who are either members of the Association or who are independent contractors and are signatory to this Agreement, shall make contributions to said Pension Fund in the amount set forth in Addendums A and B for all hours worked by each Employee covered by this Agreement, without regard to whether the Employee was working for straight time or overtime. The Pension Fund shall have the authority to collect delinquencies from any Association member or any independent Employer signatory to this Agreement as provided for in the Trust Agreement. The Michigan Regional Council of Carpenters Annuity Fund shall be administered by a joint Board of Trustees consisting of equal Union and Employer representatives.

H. **Apprenticeship and Training.** The Employer shall pay the amount set forth in Addendums A and B for all hours worked by each Employee covered by this Agreement to the Detroit Carpenters Joint Apprenticeship and Training Trust Fund, (hereinafter referred to as Apprenticeship Fund"). The Association and Local No. 1234 reserve the right to establish an apprenticeship training program. The apprenticeship training program will be financed through a fund into which Employers signatory to this Agreement shall make contributions as specified in the paragraph above. The Apprenticeship Fund shall be administered by a joint group of Trustees with equal representation by the Union and the Employers.

I. **Industry-Wide Steward.** The parties agree to establish an industry-wide steward to be appointed under the following conditions:

1. The Union shall appoint an industry-wide steward during the term of this Agreement.
2. The Steward's job is to report any failure to abide by the terms of this Agreement by any Association member company, or any other Employer who is signatory to the conditions of this Agreement.
3. The industry-wide steward shall report to a Joint Labor Management Committee that will direct and supervise the Steward's activities. The Steward's status may be terminated by the Joint Committee, and in such an event the Union will appoint the Steward's successor.
4. The industry-wide steward's position shall be funded by contributions paid by the Employer in the amount set forth in Addendums A and B for all hours worked by each Employee covered hereunder, or in an amount as determined by the Joint Labor Management Committee. Effective as of August 1, 1995, the Labor Management Committee shall have representation by an equal number of Association members as well as any other Employers signatory to this Agreement.

shall be selected by and be acceptable to the Board. In the event the Board is unable to mutually agree upon an arbitrator within three (3) days from the date of impasse on a grievance or dispute, then the arbitrator shall be selected according to the rules of the American Arbitration Association within five (5) days. The decision shall be in writing, but reasons therefore shall not be required, provided, however, if following the decision either party shall desire a written opinion from the arbitrator in explanation of the decisions, it may so request. The expense incurred in connection with the preparation of such a written opinion shall be borne exclusively by the party making the request. All other expenses of the arbitration shall be shared equally by the Employer and the Union.

G. **Scope.** The arbitrator shall confine his decision to the dispute in question and he shall not have authority to add to, subtract from or in any way modify the terms of this Agreement. The arbitrator's decision shall be rendered within thirty (30) days from the date of the hearing and shall be final and binding upon the Employer and the Union, and the Employee or Employees involved.

H. **Participation in Process.** The refusal or failure by a party against which a grievance has been filed to schedule or attend a Joint Settlement Board meeting or participate in any prior Step in the grievance procedure shall constitute waiver of all prior irregularities in the grievance procedure, and the complainant may proceed directly to arbitration. If the complainant prevails in the arbitration over such party, that party shall pay all costs of arbitration, excluding attorney fees. If the complainant does not prevail, each party will pay its own costs, except the arbitrator's fee shall be shared equally.

I. **Strike or Lockout.** The Union and the Employer agree that there shall be no strikes or lockouts during the term of this Agreement and no action will be taken by either party which will halt the Employer's business. The foregoing notwithstanding, the Union may withhold the services of covered Employees from any Employer who is in default of its fringe benefit payments as herein required.

ARTICLE IX WORKERS COMPENSATION – UNEMPLOYMENT

A. **Workers Compensation.** Employers shall provide Michigan workers' compensation insurance for all carpenters employed hereunder and shall regardless of the number of workers employed, become a subject Employer under the Michigan Employment Security Act and shall exhibit proof of such coverage to the Union.

B. **Unemployment.** Employers shall maintain Michigan unemployment compensation coverage for all Employees covered by this Agreement, during its term.

ARTICLE X EQUAL TREATMENT

A. **Equal Treatment.** The Union shall not knowingly permit its members to work for any Employer who does not have an Agreement with the Union. If the Union knowingly allows its members to work for any Employer who does not have an Agreement with the Union or an Employer who the Union knows is in violation of his Agreement, then the Union agrees that any member of the Association shall have the right to bid work where the violation is occurring under the same conditions that the Employer who is violating the contract which he is working under; such as paying under scale, working overtime at straight time, piece or lump working, or any conditions that put the contract violator in a better competitive position than the Association members.

B. **Favored Nation Clause.** If the Union knowingly shall furnish Employees to an Employer in the geographical area 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 more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.

C. **Subcontracting.** Should an Employer covered by this Agreement become a subcontractor engaged in work for others covered by another current existing Agreement with the Union, then

2. The Union agrees that it will not hold any Employer liable for any acts of the agents of said Employer not authorized by said Employer. The Employer agrees that he will, on written request by the Union, notify the Union within 24 hours after receipt of said request at the office of said Employer, whether or not the act of the Employer's agent so complained of by the Union was authorized, and if not authorized, the Employer agrees that he will take immediate steps to rectify the situation complained of.

ARTICLE XIV MISCELLANEOUS

A. **Scope of Agreement.** This Agreement covers the entire understanding between the parties hereto governing the employment of carpenters and the maintenance of Employer-Employee relationships. All provisions not covered by this Agreement must be negotiated between the parties.

B. **Construction.** In the construction of this Agreement, the masculine shall include the feminine and singular, the plural, in all cases where such meanings would be appropriate.

C. **Reopening.** The parties will endeavor to meet and discuss open issues in an effort to resolve same at least 9 (nine) months prior to the August 1 expiration date of this Agreement.

ARTICLE XV SUB-CONTRACTING

A. **Subcontracting.** The Employer agrees not to sub-contract or sublet any work covered by this Agreement and to be performed at the site of construction to any person, firm or corporation not having a collective bargaining agreement with the Union.

B. **Liability.** When an Employer sub-contracts or sublets work to be done at the site of construction to any person, firm, corporation not having a current collective bargaining agreement with the Union, he shall pay to the FACT Fund an amount equal to the wages which


would have been earned by carpenters Employees, had the Employer not sub-contracted the work to the person, firm or corporation not having a collective bargaining agreement with the Union.

ARTICLE XVI DURATION AND TERMINATION

This Agreement shall become effective on August 1, 2012, and continue in effect until July 31, 2022, and thereafter shall be automatically renewed from year to year unless either party hereto shall notify the other party, in writing; at least sixty (60) but no more than ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party. If no timely notice is given, the automatic renewal of this Agreement shall extend its term for the aforesaid period(s).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

MICHIGAN CARPENTRY CONTRACTORS ASSOCIATION


Boyd Harris, President

MICHIGAN REGIONAL COUNCIL OF CARPENTERS


Michael J. Jackson, Sr., Executive Secretary/Treasurer

ADDENDUM A
WAGE AND FRINGE BENEFIT RATES ADDENDUM
TO THE 2012-2022 RESIDENTIAL CARPENTERS AGREEMENT BETWEEN MRCC AND MCCA
EFFECTIVE August 1, 2012 - July 31, 2015

DETROIT ZONE (ZONE 1). Detroit Zone (Zone 1) rates apply to the counties of Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe, Washtenaw, Genesee, Lapeer and the Townships of Brighton, Deerfield, Genoa and Hartland in Livingston County.

| ZONE 1 | JOURNEYMAN CARPENTER | LAYOUT MAN & FOREMAN | 1ST YEAR APPRENTICE (50%) | 2ND YEAR APPRENTICE (63%) | 3RD YEAR APPRENTICE (73%) | 4TH YEAR APPRENTICE (83%) |
|---|-------------------------|-------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| MULTI-FAMILY - CONDOMINIUM RATES** | | | | | | |
| Base Wage* | \$23.15 | \$24.07 | \$11.58 | \$14.58 | \$16.90 | \$19.21 |
| Special Assessment Bldg. Fund* | .10 | .10 | .10 | .10 | .10 | .10 |
| Health and Welfare | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 |
| Pension (18.10%) | 4.19 | 4.36 | 2.10 | 2.64 | 3.06 | 3.48 |
| Annuity Fund | .10 | .10 | .10 | .10 | .10 | .10 |
| SUBTOTAL | \$32.54 | \$33.63 | \$18.88 | \$22.42 | \$25.16 | \$27.89 |
| Steward Fund | .10 | .10 | .10 | .10 | .10 | .10 |
| Apprenticeship Fund | .16 | .16 | .16 | .16 | .16 | .16 |
| Industry Advancement | .20 | .20 | .20 | .20 | .20 | .20 |
| UBC Funds | .15 | .15 | .15 | .15 | .15 | .15 |
| Total Package*** | \$33.15 | \$34.24 | \$19.49 | \$23.03 | \$25.77 | \$28.50 |

| SINGLE FAMILY AND DETACHED CONDOMINIUM RATES | | | | | | |
|---|----------------|----------------|----------------|----------------|----------------|----------------|
| Current Base* | \$20.72 | \$24.07 | \$10.36 | \$13.05 | \$15.13 | \$17.20 |
| Special Assessment Bldg. Fund* | .10 | .10 | .10 | .10 | .10 | .10 |
| Fringe Benefits | | | | | | |
| Health and Welfare | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 |
| Pension (18.10%) | 3.75 | 4.36 | 1.88 | 2.36 | 2.74 | 3.11 |
| Annuity Fund | .10 | .10 | .10 | .10 | .10 | .10 |
| SUBTOTAL | \$29.67 | \$33.63 | \$17.44 | \$20.61 | \$23.07 | \$25.51 |
| Steward Fund | .10 | .10 | .10 | .10 | .10 | .10 |
| Apprenticeship Fund | .16 | .16 | .16 | .16 | .16 | .16 |
| Industry Advancement | .20 | .20 | .20 | .20 | .20 | .20 |
| UBC Funds | .15 | .15 | .15 | .15 | .15 | .15 |
| Total Package*** | \$30.28 | \$34.24 | \$18.05 | \$21.22 | \$23.68 | \$26.12 |

Dues deduction - 4% of base wage shall be deducted from each employee's pay. The amount of the dues deduction is in the wage as stated above.

**Multi-family housing rates include structures intended for occupancy by more than one family, such as duplexes, apartment-type structures, and non-detached condominium units in structures of more than one living unit that do not meet the single-family housing definition.

***Total Package does not include \$5.25 per hour contribution to the Guaranty Fund when required. Effective first pay period on or after August 1, 2013, the Employer(s) agree to increase the gross compensation package of Journeyman Carpenter by an additional one dollar and 00/100 (\$1.00) per hour, with other classifications to be increased on a pro-rata basis. Effective the first pay period on or after August 1, 2014, the Employer(s) agree to increase the gross compensation package of Journeyman Carpenter by an additional one dollar and 25/100 (\$1.25) per hour, with other classifications to be increased on a pro-rata basis. This sum shall be allocated to wages and other existing Funds as may be determined by the Union membership. The Employer shall be notified of the allocation within a reasonable time period from the date the allocation is determined by the membership.

Limited Reopener. The parties agree that the Underlying Agreement, as hereby extended, shall be subject to a limited reopener on August 1, 2015, solely for the purpose of renegotiating the wage and fringe benefit package of the Underlying Agreement. Any such limited reopener is not intended by the parties to constitute an extension or renewal of the Underlying Agreement, nor a new agreement, contract, understanding or practice, which in any way limits the ability of the Underlying Agreement, as hereby extended, from being grandfathered in under the terms of the aforesaid statute. To the full extent necessary in order to preserve the grandfathered status of the Underlying Agreement, as hereby extended, the parties agree that any and all terms agreed to during said limited reopener shall be treated as a freestanding settlement, separate and distinct from the Underlying Agreement, as hereby extended.

ADDENDUM B
RESIDENTIAL ROOFING & SIDING ADDENDUM TO THE
2012-2022 RESIDENTIAL CARPENTERS AGREEMENT
BETWEEN MRCC AND MCCA

EFFECTIVE THE FIRST FULL PAY PERIOD FROM
August 1, 2012 to JULY 31, 2015

This Addendum covers the installation of all roofing materials, such as asphalt and fiberglass roof shingles, as well as aluminum, vinyl and similar siding in residential construction.

1. ROOFING

A. ROOFING INSTALLATION – NEW CONSTRUCTION.

Journeymen residential carpenters performing roofing work under this Agreement may be compensated on a per square basis, notwithstanding the wage rate provisions of the underlying Agreement.

| TYPE OF WORK | JOURNEYMAN BASE WAGE | FRINGE BENEFIT HOURS |
|--|---|--|
| 7/12 Pitch and Under | \$24.64 per square of roofing shingles. | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1.2 fringe hours per square. |
| 8/12 Pitch – 12/12 Pitch | \$29.64 per square of roofing shingles. | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1.2 fringe hours per square. |
| 13/12 Pitch or Greater | \$34.64 per square of roofing shingles. | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1.2 fringe hours per square. |
| Notwithstanding the above, for 2 ½ story buildings, the Journeyman Base Wage will be increased by \$2.00 per square; for 3 story buildings, the Journeyman Base Wage will be increased by \$4.00 per square. | | |
| Ice, water shield and 90# tarpaper are included in square price. No extras apply. 60% of a building's pitch will determine rate of pay for the entire building. | | |

B. ROOFING TEAR OFF. Journeymen residential carpenters performing roofing tear off work under this Agreement may be compensated on a per square basis, notwithstanding the wage rate provisions of the underlying Agreement.

| TYPE OF WORK | JOURNEYMAN BASE WAGE | FRINGE BENEFIT HOURS |
|--|---|--|
| 1-Layer tear-off (any pitch) | \$18.80 per square of roofing shingles. | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 2 fringe hours per square. |
| 2-Layer tear-off (any pitch) | \$23.80 per square of roofing shingles. | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 2 fringe hours per square. |
| 3-Layer tear-off (any pitch) | \$28.80 per square of roofing shingles. | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 2 fringe hours per square. |
| Notwithstanding the above, for 2 ½ story buildings, the Journeyman Base Wage will be increased by \$2.00 per square; for 3 story buildings, the Journeyman Base Wage will be increased by \$4.00 per square. | | |
| Ice, water shield and 90# tarpaper are included in square price. No extras apply. 60% of a building's pitch will determine rate of pay for the entire building. | | |

C. SHEETING REMOVAL. In addition to the Base Wage set forth herein, an Employee who installs or removes 4x8 plywood will be paid an additional \$5.00 per 4x8 sheet; an Employee who installs or removes 1x6 wood planking will be paid an additional \$.75 per linear foot.

2. **SIDING.** It is agreed that the application of aluminum, vinyl, and similar siding in residential construction shall be compensated on the basis of a square of siding materials installed.

| WOOD FRAMED STRUCTURES | | |
|---|----------------------|--|
| TYPE OF WORK | JOURNEYMAN BASE WAGE | FRINGE BENEFIT HOURS |
| Basic Siding | \$44.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Detailed Siding | \$64.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Soffits | \$69.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Coil (facia) | \$88.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Notwithstanding the above, for 3 story buildings or taller, the Journeyman Base Wage will be increased by \$15.00 per square. | | |
| STEEL FRAMED STRUCTURES | | |
| TYPE OF WORK | JOURNEYMAN BASE WAGE | FRINGE BENEFIT HOURS |
| Basic Siding | \$64.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Detailed Siding | \$84.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Soffits | \$109.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Coil (facia) | \$109.40 per square | Benefits for persons performing this Type of Work will be paid as set forth in Addendums A and B at the rate of 1 square of siding being equal to 2 hours of fringe benefit contributions. |
| Notwithstanding the above, for 3 story buildings or taller, the Journeyman Base Wage will be increased by \$15.00 per square. | | |

3. **RATES:**

A. **HELPER:**

| | |
|------------------|---------|
| Base Rate of Pay | \$12.60 |
| Health Care | \$ 5.00 |
| Pension | 13.77% |
| Annuity Fund | \$ 0.10 |
| Working Dues | 4% |
| IAF | \$ 0.20 |

B. **ROOFING AND SIDING FRINGE BENEFITS**

Paid into the following Funds only:

| | |
|--------------|---------|
| Health Care | \$ 5.00 |
| Pension | 13.77% |
| Annuity Fund | \$ 0.10 |
| Working Dues | 4% |
| IAF | \$ 0.20 |

*The above Fringe Benefits are based on 1.2 hours for roofing, and 2.0 fringe hours for siding work.


- C. **NEW HIRES.** New Hires will be paid full health and welfare benefits at all times. A New Hire will receive no other benefits until he exceeds six (6) months of employment at which time he will receive all other benefits available and these benefits will be retroactive to his date of hire. The Employer can make the New Hire or Apprentice a journeyman at any time, at which time he will begin to receive journeyman wages and fringe benefits. The Employer must make the New Hire or Apprentice a journeyman carpenter at the end of one year, or discharge him.
- D. **LIMITED REOPENER.** The parties agree that the Underlying Agreement, as hereby extended, shall be subject to a limited reopener on August 1, 2015, solely for the purpose of renegotiating the wage and fringe benefit


package of the Underlying Agreement. Any such limited reopener is not intended by the parties to constitute an extension or renewal of the Underlying Agreement, nor a new agreement, contract, understanding or practice, which in any way limits the ability of the Underlying Agreement, as hereby extended, from being grandfathered in under the terms of the aforesaid statute. To the full extent necessary in order to preserve the grandfathered status of the Underlying Agreement, as hereby extended, the parties agree that any and all terms agreed to during said limited reopener shall be treated as a freestanding settlement, separate and distinct from the Underlying Agreement, as hereby extended

4. **CONDITIONS.** Due to weather conditions, the carpenter Employees covered under this Agreement will have flexibility concerning the starting and quitting times.

Except as herein modified, the underlying Agreement between the MRCC and MCCA shall apply. This Addendum expires at the same time as the underlying Agreement, and can be modified as therein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2012


MICHIGAN CARPENTRY CONTRACTORS ASSOCIATION, INC. (MCCA)
Boyd Harris, President


MICHIGAN REGIONAL COUNCIL OF CARPENTERS (MRCC)
Michael J. Jackson, Sr., Executive Secretary/Treasurer

ADDENDUM C

INDEPENDENT CONTRACTORS ADDENDUM TO THE 2012-2022 RESIDENTIAL CARPENTERS AGREEMENT BETWEEN MRCC AND MCCA

**EFFECTIVE THE FIRST FULL PAY PERIOD FROM
August 1, 2012 to JULY 31, 2022**

ADOPTION. The undersigned, not being a member of an employer Association, but nevertheless desiring to enter into a collective bargaining agreement with the Union, hereby acknowledges that it has read and understands the terms and conditions of the collective bargaining agreement between the Michigan Regional Council of Carpenters and the Michigan Carpentry Contractors Association, Inc., and hereby agrees to be bound by all the terms and conditions set forth in said collective bargaining agreement, as in effect on the execution date hereof, including any extensions or modifications thereof following said date. The terms of the aforesaid collective bargaining agreement are modified as follows:

- A. **Security Deposit.** The Association shall not stand as surety for any independent contractor who executes this Addendum, unless same becomes a member of the Association. In order to guaranty the payment of fringe benefit contributions, independent contractors must: (1) pay their fringe benefit contributions weekly, (2) post a security deposit, as provided in Article VI, Subsection C of the underlying Agreement or (3) join the Association.
- B. **Fringe Benefits.** All fringe benefit contributions payable by independent contractors who are not on a weekly pay basis, must be paid and received by the Fringe Benefit Funds' depository no later than the 15th day of the month following the month in which the hours were worked. Weekly contributors must pay their contributions as provided in the underlying Agreement. Guaranty Fund contributions shall be due at the rate set forth in Addendums A and B, for each hour worked by each covered Employee.

- C. **Term.** The undersigned further agrees that this Addendum and the underlying Agreement, together with the applicable addendums, shall remain in full force and effect from the execution date hereof, for the term of the aforesaid underlying Agreement, and continue thereafter for successive one year periods, incorporating the wage and fringe benefit rates then negotiated by the Union and any other Employer in the industry, unless same is modified or terminated as herein provided. Unless the undersigned provides a timely written notice of its intent to modify or terminate the underlying Agreement, same shall continue in force and effect for successive one year periods, incorporating the wage and fringe benefit rates then negotiated by the Union and any other Employer in the industry, regardless of whether the Association terminates said Agreement with the Union. Notice of reopening provided to the Association shall be deemed notice to the undersigned. Notwithstanding any contrary language in the underlying Agreement, any party desiring to modify, change or terminate this Agreement shall notify the other party, in writing; at least sixty (60) but not more than ninety (90) days prior to any expiration date of the underlying Agreement, of its desire to change in any way or terminate same. Such written notice shall be sent by registered or certified mail to the other party. If no timely notice is given, the automatic renewal provision set forth herein, shall take effect.

[signatures are on following page]

Executed on: _____

Company Name _____

Signature _____

Print Name and Title _____

Address _____

City, State and Zip Code _____

Telephone _____

Fax _____

Tax Identification Number _____

Name of Workers' Comp. Carrier & Policy No. _____

Name of Performance Bond Surety & Bond No. _____

MESC Number _____

MICHIGAN REGIONAL COUNCIL OF CARPENTERS (MRCC)

By: _____
Its Authorized Representative

Certificate of Michigan Workers' Compensation
Insurance must be attached.
Carpenters Fringe Benefit Code No. _____


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


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

ASBESTOS ABATEMENT CARPENTERS

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.


MICHIGAN CARPENTRY CONTRACTORS ASSOCIATION, INC. (MCCA)
Boyd Harris, President


MICHIGAN REGIONAL COUNCIL OF CARPENTERS (MRCC)
Michael J. Jackson, Sr., Executive Secretary/Treasurer

ADDENDUM E COMMERCIAL WAGE AND FRINGE BENEFIT RATES ADDENDUM TO THE 2012-2022 RESIDENTIAL CARPENTERS AGREEMENT BETWEEN THE MRCC AND MCCA EFFECTIVE June 1, 2012 - May 31, 2013

| ZONE 1 | FOREMAN | JOURNEYMAN CARPENTER | APPRENTICE 1ST 6 MOS. (55%) | APPRENTICE 2ND 6 MOS. (55%) | APPRENTICE 3RD 6 MOS. (60%) |
|---------------------------------------|----------------|-------------------------|--------------------------------|--------------------------------|--------------------------------|
| Base Wage* | \$30.80 | \$29.41 | \$16.18 | \$16.18 | \$17.65 |
| Special Assessment | .20 | .20 | .30 | .30 | .30 |
| Special Assessment Bldg. Fund* | .10 | .10 | - | - | - |
| U.B.C. Funds | .15 | .15 | .15 | .15 | .15 |
| Health and Welfare | 6.55 | 6.55 | 7.05 | 7.05 | 7.05 |
| Health and Welfare Supplemental Fund | .50 | .50 | - | - | - |
| Pension (48.83%) | 15.04 | 14.36 | 7.90 | 7.90 | 8.62 |
| Annuity Fund | 1.55 | 1.48 | .81 | .81 | .89 |
| SUBTOTAL | \$54.89 | \$52.75 | \$32.39 | \$32.39 | \$34.66 |
| Apprenticeship Fund | .17 | .17 | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund | .12 | .12 | .12 | .12 | .12 |
| Labor/Mgmt. Productivity and Training | .06 | .06 | .06 | .06 | .06 |
| Industry Advancement | .15 | .15 | .15 | .15 | .15 |
| Total Package** | \$55.39 | \$53.25 | \$32.89 | \$32.89 | \$35.16 |

Dues Deduction - Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues deductions is included in the Base Wage as stated above (currently 4%).

ADDENDUM E (Continued)
COMMERCIAL WAGE AND FRINGE BENEFIT RATES ADDENDUM
TO THE 2012-2022 RESIDENTIAL CARPENTERS AGREEMENT BETWEEN THE MRCC AND MCCA
EFFECTIVE June 1, 2012 - May 31, 2013

DETROIT ZONE (ZONE 1). Detroit Zone (Zone 1) rates apply to the counties of Macomb, Monroe, Oakland, St. Clair and Wayne.

| ZONE 1 | APPRENTICE 4TH 6 MOS. (65%) | APPRENTICE 5TH 6 MOS. (70%) | APPRENTICE 6TH 6 MOS. (75%) | APPRENTICE 7TH 6 MOS. (80%) | APPRENTICE 8TH 6 MOS. (85%) |
|---------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Base Wage* | \$19.12 | \$20.59 | \$22.06 | \$23.53 | \$25.00 |
| Special Assessment | .30 | .30 | .30 | .30 | .30 |
| Special Assessment Bldg. Fund* | -- | -- | -- | -- | -- |
| U.B.C. Funds | .15 | .15 | .15 | .15 | .15 |
| Health and Welfare | 7.05 | 7.05 | 7.05 | 7.05 | 7.05 |
| Health and Welfare Supplemental Fund | -- | -- | -- | -- | -- |
| Pension (48.83%) | 9.34 | 10.05 | 10.77 | 11.49 | 12.21 |
| Annuity Fund | .96 | 1.04 | 1.11 | 1.18 | 1.26 |
| SUBTOTAL | \$36.92 | \$39.18 | \$41.44 | \$43.70 | \$45.97 |
| Apprenticeship Fund | .17 | .17 | .17 | .17 | .17 |
| Apprenticeship Reimbursement Fund | .12 | .12 | .12 | .12 | .12 |
| Labor/Mgmt. Productivity and Training | .06 | .06 | .06 | .06 | .06 |
| Industry Advancement | .15 | .15 | .15 | .15 | .15 |
| Total Package*** | \$37.42 | \$39.68 | \$41.94 | \$44.20 | \$46.47 |

Dues deduction - Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues deductions is included in the Base Wage as stated above (currently 4%).

NOTES

2012 – 2022
STATE OF MICHIGAN
CARPENTERS INDEPENDENT CONTRACTORS AGREEMENT

Covering
Commercial, Industrial, Institutional and Heavy Construction
(Including Piledrivers and Divers)

Between

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

And

SIGNATORY INDEPENDENT CONTRACTORS

**2012 – 2022
STATE OF MICHIGAN
CARPENTERS INDEPENDENT CONTRACTORS AGREEMENT**

**Covering
Commercial, Industrial, Institutional and Heavy Construction
(Including Piledrivers and Divers)**

Between

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

And

SIGNATORY INDEPENDENT CONTRACTORS



**MICHIGAN REGIONAL COUNCIL OF CARPENTERS
23401 MOUND ROAD, SUITE 101
WARREN, MICHIGAN 48091
TOLL FREE NO. 1-888-HAMMER-9
LOCAL TEL. NO. (313) 832-3887
FAX NO. (313) 832-1578**

**2012-2022 STATE OF MICHIGAN
CARPENTERS' INDEPENDENT CONTRACTORS
COMMERCIAL AGREEMENT**

This Agreement made as of the later of June 1, 2012, or the execution of this Agreement by and between the signing entity, hereinafter called the "Employer," and the Michigan Regional Council of Carpenters, together with its affiliated Local Unions, and their successors, hereinafter collectively called the "Union."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employer, its Employees and the Union, and to establish an understanding relative to gross wages, hours of work, and all other conditions of employment so that the Employer, his Employees and the Union may all benefit from the fair and stable conditions in the industry which will result therefrom;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

**ARTICLE I
JURISDICTION**

1.1 **Geographic Jurisdiction.** The geographic territory governed by this Agreement consists of the entire State of Michigan and all offshore areas adjacent thereto, extending to the territorial boundary lines of the United States, including any additional counties which may be added to such geographic jurisdiction, which shall be divided into the following zones for purposes of this Agreement:

Zone 1 - Local 687; consisting of Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

Zone 2 - Local 687; consisting of Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla.

Zone 3 - Local 202; consisting of Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Oscoda, Otsego, Roscommon, Presque Isle and Wexford Counties.

Zone 4 - Local 706; consisting of Arenac, Bay, Clare, Gladwin, Gratiot, Huron, Iosco, Isabella, Midland, Ogemaw, Saginaw, and Tuscola Counties.

Zone 5 - Local 706; consisting of Genesee, Shiawassee and Lapeer Counties.

Zone 6 - Local 1510; consisting of Alger, Baraga, Chippewa*, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac*, Marquette, Menominee, Ontonagon and Schoolcraft Counties. (*Denotes Local 202 geographic jurisdiction).

Zone 7 - Local 525; consisting of Berrien, Branch, Cass, Calhoun, Eaton (The Townships of Bellevue, Kalamo, Vermontville and Walton), Hillsdale, Ionia (Except the Townships of Danby, Orange, Portland and Sebawa), Kalamazoo, St. Joseph and Van Buren Counties.

Zone 8 - Local 1004; consisting of all of Ingham, Eaton, Clinton and Ionia Counties: The Townships of Cohoctah, Conway, Handy, Howell, Iosco and Marion in Livingston County.

3.11. **Vacation.** An Employee shall be allowed to take an annual vacation upon two weeks notice to the Employer. If the Employee is laid off during the vacation, the Employee shall receive a lack of work slip and final paycheck.

3.12. **Job Starts.** The Employer may be required to call in job starts to the Union.

3.13. **Maintenance Work.** Maintenance work may be performed under the current provisions of the "General Presidents' Project Agreement for Maintenance by Contract," initially developed by the General President's Committee in September 1956, as amended from time to time, or the National Maintenance Agreement. The parties to this Agreement will meet to negotiate a Maintenance Agreement applicable within the geographic jurisdiction of this Agreement.

ARTICLE IV EQUAL TREATMENT

4.1. **Equal Treatment.** The Union shall not knowingly permit its members to work for any Employer who does not have an Agreement with the Union.

4.2. **Other Agreements.** Should an Employer covered by this Agreement engage in any work within the geographic and craft jurisdiction of the Union, including any specialty work covered by other agreements between the Union and other Employers engaged in that work, (such as residential, millwrights, display, floorlayers, etc.) then that Employer shall be required and agrees to comply with the terms and conditions of the applicable Agreement covering such work, and those Agreements are hereby incorporated herein by reference, including any extensions or modifications of such Agreements.

ARTICLE V SUBCONTRACTING

5.1. **Subcontracting.** No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to be bound by this or other applicable Union Agreements including, without limitation, all provisions relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the term hereof. The Employer agrees that it will be a surety for nonpayment of delinquent wages and fringe contributions due and payable on all covered work which has been subcontracted and will promptly pay any such amounts not otherwise timely paid in accordance with this Agreement by the Employer's subcontractor(s). Signatory Employer further agrees to promptly pay the difference of all wages and fringes to Employees in the event a subcontractor is used that fails to pay the proper wage and fringe benefit rate.

5.2. **Union Label.** No Employee shall work on any job on which cabinet work, fixtures, millwork, sash, doors, trim or other detailed millwork is used unless the same is Union made and bears the Union Label of the United Brotherhood of Carpenters and Joiners of America. No member of the Union will handle material coming from a mill where cutting out and fitting has been done for butts, locks, letter plates, or hardware of any description, nor any doors or transoms which have been fitted prior to being furnished on the job, including base, chair, rail, picture molding, which has been previously fitted. Partition work furnished in sections shall be exempt from the foregoing requirements.

5.3. **Leased Employees.** This Agreement specifically prohibits the use of labor contractors who as a subcontractor furnish workers to perform work covered by this Agreement, or labor brokers who arrange for workers to be placed upon the payroll of any Contractor, except where such a labor broker has executed a collective bargaining agreement on behalf of all its Employees. A labor broker is any person, firm or corporation who hires or arranges for the hire of Employees but who does not supply and is not primarily responsible for the payment for materials used on the job or for the payment of wages to

- (ii) An accepted applicant may be permitted employment on the jobsite 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.
- (iii) 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.
- (b) **Zone 3 (Local 202)**. The Employer will be obligated to pay the apprentice a sum equal to a full day's (8 hours) pay for school attendance upon presentation of a class attendance record signed by the instructor. If the apprentice is employed by the same Employer the day before and the day after the school day, the Employer is required to pay the apprentice eight (8) hours during the school day, at the appropriate rate of pay then in effect for such apprentice.
- (c) **Zone 4 (Local 706)**. The Employer will be obligated to pay the apprentice a sum equal to a full day's (8 hours) pay for school attendance upon presentation of a class attendance record signed by the instructor.
- (d) **Zone 5 (Local 706)**. The Employer will be obligated to pay the apprentice a sum equal to a full day's (8 hours) pay for school attendance upon presentation of a class attendance record signed by the instructor.
- (e) **Zone 6 (Local 1510)**. If the Apprentice is employed by the same Employer the day before and after the Monday through Friday week of classroom instruction, the Employer is required to issue the Apprentice a travel expense of \$100 for that week. The Employer is encouraged to give the Apprentice a "reduction in force" slip for the week of classroom instruction and agrees to rehire said Apprentice after the one week classroom instruction is complete, provided work is available.
- (f) **Zone 7 (Local 525)**. The Employer will be obligated to pay the apprentice a sum equal to a full day's (8 hours) pay for school attendance upon presentation of a class attendance record signed by the instructor.
- (g) **Zones 8 and 9 (Local 1004)**. The Employer will be obligated to pay the apprentice a sum equal to a full day's (8 hours) pay for school attendance upon presentation of a class attendance record signed by the instructor.
- (h) **Zone 10 (Local 100)**. The Employer will be obligated to pay the apprentice a sum equal to a full day's (8 hours) pay for school attendance upon presentation of a class attendance record signed by the instructor. Pre-School shall continue to be paid at the forty percent (40%) rates of the Journeyman pay until the next available class.

7.3. The Michigan Regional Council of Carpenters Apprenticeship Reimbursement (CAR) Program. In those Zones where such contributions are required, the Employer shall pay the Michigan Regional Council of Carpenters Apprenticeship Reimbursement Program contribution in an amount specified in Article X, Section 10.1, per hour for all hours worked by each Employee covered by this Agreement to the Michigan Regional Council of Carpenters Apprenticeship Reimbursement Program. The contribution is calculated on an hours worked basis.

- (a) The apprentice schedule of wages will be paid in accordance with Section 10.1 for the appropriate Zone.
- (b) The Michigan Regional Council of Carpenters Apprenticeship Reimbursement Program

will be used for the purpose of refunding to Employers the Gross Wage (consisting of the Base Wage, Vacation, Health and Welfare, Annuity, Pension or other pre-tax Fringe Benefit Fund contributions) actually paid to apprentices while attending the apprentice school and while working on projects on which their Employer makes contributions to the Carpenters Apprenticeship Reimbursement Program. Reimbursement to the Employer will be made on a monthly basis with a delay of no more than three months. (Example: Gross Wages paid during October will be reimbursed during February.) To receive reimbursement for the Apprentice's Gross Wages on the school day, the Employer must properly complete and remit to the CAR Fund the appropriate voucher. The Employer remains responsible for paying the Apprentice for his/her school day on the company's regular payday. The Trustees of the CAR Program may adjust the reimbursement amount or the fringe benefits that constitute Gross Wage.

- (c) The Reimbursement Fund contribution may be periodically adjusted by the Trustees of the CAR Program to assure adequate funding of the Program. Any such adjustment will become effective June 1 (first full payroll period) of each year.
- (d) A contractor which employs its carpenters less than a majority of the time under an agreement which participates in the CAR Program shall not receive reimbursement for more than one apprentice for each six journeymen employed on each jobsite covered by such an agreement.

7.4. **Apprentice Candidate Program.** Any Apprentice Candidate Programs in effect shall continue in the appropriate Zone through the duration of this Agreement.

ARTICLE VIII

HOURS OF WORK

8.1. **Day Shift.** Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, inclusive, except for shift work, the 4-10 and flex 40 workweek hereinafter described, and shall be paid at the regular First Shift rate of wages in Article X. Additional flexibility in the starting time may be obtained by mutual agreement between the Employer and the Union prior to the start of the job. In those Zones where working conditions apply that are different than those set forth in this Article, as a result of provisions in other Collective Bargaining Agreements to which the Union is a party, then such other terms and conditions shall, at the Union's election, apply under this Agreement.

8.2. **Flexible 40-Hour Workweek Monday through Saturday.**

- (a) **Zones Other Than 4 and 5.** Straight-time shall be paid for work up to 10 hours per day or 40 hours per week Monday through Saturday, with Monday as the starting day of the workweek (regardless of when the Employer's payroll week begins). One and one-half (1 ½) the straight-time rate will apply after 10 hours per day or 40 hours per week, Monday through Saturday. Saturdays may be used as a make-up day on a voluntary basis, with a minimum of eight (8) hours scheduled. If Saturdays are not used as a make-up day, then one and one half (1 ½) the straight-time rate applies to all Saturday hours and those over 40 per week. Double-time applies on Sundays, Holidays and all time over 12 hours per day.
- (b) **Zones 4 and 5.** Straight-time shall be paid for work up to 10 hours per day or 40 hours per week Monday through Friday, with Monday as the starting day of the workweek (regardless of when the Employer's payroll week begins). One and one-half (1 ½) the straight-time rate will apply after 10 hours per day or 40 hours per week, Monday through Friday. Saturdays may **not** be used as a make-up day. One and one half (1 ½) the straight-time rate applies to all Saturday hours and those over 40 per week. Double-time applies on Sundays, Holidays and all time over 12 hours per day.

- (i) If a pre-job conference has not been held, the Employer will call the Union and offer to hold a pre-job conference to inform the Union of the contemplated schedule for the job.
- (ii) In the event one (1) or more hours of work are unable to be performed because of bad weather, or for any other reason, when 4-10s are worked Monday through Thursday, the Employer may schedule work on Friday of that week for a minimum of eight (8) hours. Work in excess of forty (40) hours for the week but not more than forty-eight (48) hours shall be paid at time and one-half. Work in excess of forty-eight (48) hours for the week (Monday through Friday) shall be paid at double time. Furthermore, if work is then not scheduled on Friday, an Employee will be entitled to receive time and one half for work in excess of any eight (8) hour day worked that week. In any case, eight hours of work may be performed on Saturdays at time and one-half. Work on Saturdays in excess of eight (8) hours shall be paid at double time.
- (iii) On any job scheduled to work on Friday, the Employer shall not bring Employees to the job to avoid the payment of premium time.
- (iv) When the Employer works 4-10s and 5-8s on the same job, he shall not bring in workers not scheduled to work 4-10s to avoid payment of overtime.
- (v) When work is performed under the 4-10 workweek schedule, payday shall be one of the workdays. Once payday has been established on a project under this Section, that day shall remain the payday whenever 4-10s are worked.
- (vi) If a 4-10 workweek is commenced but not completed for any reason, all time over eight (8) hours per day during that week shall be treated as premium time.

ARTICLE X

WAGES AND FRINGE BENEFIT CONTRIBUTIONS

The Gross Wage shown in these schedules includes required payments for Wages, Vacation and Holiday, Health and Welfare, Pension, Annuity, Apprenticeship, Dues Assessment and Labor Management Productivity, Training Funds and any other required contributions for all hours worked or compensation paid to covered Employees. Failure to pay the Base Wage and the fringe benefit contributions when due is payment of less than the Gross Wage and shall constitute a status of delinquency and a violation of this Agreement. The Union shall withhold its members from Employers who are thus in violation. In the event any Employer is delinquent in the payment of Wages or his contributions to the Insurance, Pension, Annuity, Vacation and Holiday, Apprenticeship, Dues Assessment, Labor-Management Productivity and Training or any other Fringe Benefit Funds, the Union, after giving the Employer twenty-four (24) hours notice (excluding Saturday, Sunday and Holidays) by certified mail, telefax or telegram, of such delinquency, shall have the right to take strike action against such Employer, notwithstanding any other provision of this Agreement.

- 10.1. **Wages and Fringe Benefit Contributions.** The minimum rate of wages and fringe benefit contributions due Foremen, General Foremen, Journeymen, Layout Man and Apprentice Carpenters under this Agreement shall be paid as set forth in the following schedules (adopted prior to March 27, 2013) applicable to the appropriate Zone, for all hours worked or compensation paid. Any increases due hereunder, or negotiated hereinafter, shall be allocated by the Union. In those Zones where the wage/fringe benefit package has not been set through the entire term of this Agreement, all future increases negotiated by the Union and the Employer (or any other individual or groups of employers or association applicable in that zone) shall be automatically incorporated herein by reference.

ZONE 1 - LOCAL 687

Macomb, Monroe, Oakland, St. Clair and Wayne Counties

JOURNEYMAN CARPENTER

(June 1, 2013 – May 31, 2014)

| | DAY SHIFT PER HOUR | 2ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|---|-----------------------|-----------------------|-----------------------|
| *BASE WAGE | \$29.41 | \$31.37 | \$33.61 |
| *SPECIAL ASSESSMENT FUND (taxed) | .20 | .20 | .20 |
| *SPECIAL ASSESSMENT BUILDING FUND (taxed) | .10 | .10 | .10 |
| *U.B.C. PER CAP (TAXED) | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (54.10% of Base Wage – funded) | 15.91 | 16.97 | 18.18 |
| ANNUITY FUND (4.35% of Base Wage - funded) | 1.28 | 1.36 | 1.46 |
| GROSS WAGE | \$54.10 | \$57.20 | \$60.75 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| APPRENTICESHIP REIMBURSEMENT FUND (FUNDED) | .12 | .12 | .12 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (funded) | .15 | .15 | .15 |
| TOTAL | \$54.71 | \$57.81 | \$61.36 |

Vacation Holiday pay eliminated effective October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

*Denotes Taxable Items.

Guaranty Fund – (funded) – The Guaranty Fund contribution is paid only by employers who have not posted a surety fringe bond or a cash deposit with the Guaranty Fund.

Effective June 1, 2012, an increase of \$1.35 per hour was previously published.

Effective June 1, 2014, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2014 will be issued as a supplement to this Agreement.

Effective June 1, 2015, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2015 will be issued as a supplement to this Agreement.

Effective June 1, 2016, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2016 will be issued as a supplement to this Agreement.

Effective June 1, 2016, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2016 will be issued as a supplement to this Agreement.

Effective June 1, 2017, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2017 will be issued as a supplement to this Agreement.

Effective June 1, 2018, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2018 will be issued as a supplement to this Agreement.

Effective June 1, 2019, and thereafter, the wage/fringe benefit rates for this Zone will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 1 - LOCAL 687

Macomb, Monroe, Oakland, St. Clair and Wayne Counties

CARPENTER FOREMAN (June 1, 2013 – May 31, 2014)

| | DAY SHIFT PER HOUR | 2ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|--|-----------------------|-----------------------|-----------------------|
| *BASE WAGE | \$30.80 | \$32.85 | \$35.20 |
| *SPECIAL ASSESSMENT FUND (Taxed) | .20 | .20 | .20 |
| *SPECIAL ASSESSMENT BUILDING FUND (Taxed) | .10 | .10 | .10 |
| *U.B.C. PER CAP (TAXED) | .05 | .05 | .15 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND (FUNDED) | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (54.10% of Base Wage-funded) | 16.66 | 17.77 | 19.04 |
| ANNUITY FUND (4.35% of Base Wage – funded) | 1.34 | 1.43 | 1.53 |
| GROSS WAGE | \$56.30 | \$59.55 | \$63.27 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| APPRENTICESHIP REIMBURSEMENT FUND (FUNDED) | .12 | .12 | .12 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .15 | .15 | .15 |
| TOTAL | \$56.91 | \$60.16 | \$63.88 |

Vacation Holiday pay eliminated effective October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4%).

*Denotes Taxable Items.

The Carpenter Foreman wages and fringe benefit rates effective June 2012 were previously published.

The Carpenter Foreman wages and fringe benefit rates effective June 2014 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2015 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2016 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2017 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2018 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2019, and thereafter will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 1 - LOCAL 687

Macomb, Monroe, Oakland, St. Clair and Wayne Counties
CARPENTER LAYOUT MAN
(June 1, 2013 – May 31, 2014)

| | DAY SHIFT PER HOUR | 2ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|---|-----------------------|-----------------------|-----------------------|
| *BASE WAGE | \$30.52 | \$32.55 | \$34.88 |
| *SPECIAL ASSESSMENT FUND (taxed) | .20 | .20 | .20 |
| *SPECIAL ASSESSMENT BUILDING FUND (taxed) | .10 | .10 | .10 |
| *U.B.C. PER CAP (TAXED) | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND (FUNDED) | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (54.10% of Base Wage - funded) | 16.51 | 17.61 | 18.87 |
| ANNUITY FUND (4.35% of Base Wage – funded) | 1.33 | 1.42 | 1.52 |
| GROSS WAGE | \$55.86 | \$59.08 | \$62.77 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| APPRENTICESHIP REIMBURSEMENT FUND (FUNDED) | .12 | .12 | .12 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .15 | .15 | .15 |
| TOTAL | \$56.47 | \$59.69 | \$63.38 |

Vacation Holiday pay eliminated effective October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage (currently at 4%).

*Denotes Taxable Items.

The Carpenter Layout Man wages and fringe benefit rates effective June 2012 were previously published.

The Carpenter Layout Man wages and fringes benefit rates effective June 2014 will be issued as a supplement to this Agreement.

The Carpenter Layout Man wages and fringe benefit rates effective June 2015 will be issued as a supplement to this Agreement.

The Carpenter Layout Man wages and fringe benefit rates effective June 2016 will be issued as a supplement to this Agreement.

The Carpenter Layout Man wages and fringe benefit rates effective June 2017 will be issued as a supplement to this Agreement.

The Carpenter Layout Man wages and fringe benefit rates effective June 2018 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2019, and thereafter will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 1 - LOCAL 687

Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

CARPENTER APPRENTICES

(June 1, 2013 – May 31, 2014)

FIRST SHIFT

| | *Base | *Spec Asmt | *UBC Per Cap | UBC Train | *** Ins. | Pen. 54.10% | Annuity 4.35% | Gross Wage | Appr | Appr. Reimb | LMPT | IAF | Guar Fund | Total |
|----------------|----------------|---------------|--------------------|--------------|-------------|----------------|------------------|---------------|------|----------------|------|-----|--------------|--------------|
| 1st 6 mo (55%) | \$16.18 | .30 | .05 | .10 | 7.05 | 8.75 | 0.70 | 33.13 | .17 | .12 | .07 | .15 | .10 | 33.74 |
| 2d 6 mo (55%) | \$16.18 | .30 | .05 | .10 | 7.05 | 8.75 | 0.70 | 33.13 | .17 | .12 | .07 | .15 | .10 | 33.74 |
| 3d 6 mo (60%) | \$17.65 | .30 | .05 | .10 | 7.05 | 9.55 | 0.77 | 35.47 | .17 | .12 | .07 | .15 | .10 | 36.08 |
| 4th 6 mo (65%) | \$19.12 | .30 | .05 | .10 | 7.05 | 10.34 | 0.83 | 37.79 | .17 | .12 | .07 | .15 | .10 | 38.40 |
| 5th 6 mo (70%) | \$20.59 | .30 | .05 | .10 | 7.05 | 11.14 | 0.90 | 40.13 | .17 | .12 | .07 | .15 | .10 | 40.74 |
| 6th 6 mo (75%) | \$22.06 | .30 | .05 | .10 | 7.05 | 11.93 | 0.96 | 42.45 | .17 | .12 | .07 | .15 | .10 | 43.06 |
| 7th 6 mo (80%) | \$23.53 | .30 | .05 | .10 | 7.05 | 12.73 | 1.02 | 44.78 | .17 | .12 | .07 | .15 | .10 | 45.39 |
| 8th 6mo (85%) | \$25.00 | .30 | .05 | .10 | 7.05 | 13.53 | 1.09 | 47.12 | .17 | .12 | .07 | .15 | .10 | 47.73 |
| | *Base | *Spec Asmt | UBC Per Cap | UBC Train | *** Ins. | Pen. 54.10% | Annuity 4.35% | Gross Wage | Appr | Appr. Reimb | LMPT | IAF | Guar Fund | Total |
| 1st 6 mo (55%) | \$17.25 | .30 | .05 | .10 | 7.05 | 9.33 | 0.75 | 34.83 | .17 | .12 | .07 | .15 | .10 | 35.44 |
| 2d 6 mo (55%) | \$17.25 | .30 | .05 | .10 | 7.05 | 9.33 | 0.75 | 34.83 | .17 | .12 | .07 | .15 | .10 | 35.44 |
| 3d 6 mo (60%) | \$18.82 | .30 | .05 | .10 | 7.05 | 10.18 | 0.82 | 37.32 | .17 | .12 | .07 | .15 | .10 | 37.93 |
| 4th 6 mo (65%) | \$20.39 | .30 | .05 | .10 | 7.05 | 11.03 | 0.89 | 39.81 | .17 | .12 | .07 | .15 | .10 | 40.42 |
| 5th 6 mo (70%) | \$21.96 | .30 | .05 | .10 | 7.05 | 11.88 | 0.96 | 42.30 | .17 | .12 | .07 | .15 | .10 | 42.91 |
| 6th 6 mo (75%) | \$23.53 | .30 | .05 | .10 | 7.05 | 12.73 | 1.02 | 44.78 | .17 | .12 | .07 | .15 | .10 | 45.39 |
| 7th 6 mo (80%) | \$25.10 | .30 | .05 | .10 | 7.05 | 13.58 | 1.09 | 47.27 | .17 | .12 | .07 | .15 | .10 | 47.88 |
| 8th 6mo (85%) | \$26.66 | .30 | .05 | .10 | 7.05 | 14.42 | 1.16 | 49.74 | .17 | .12 | .07 | .15 | .10 | 50.35 |
| | *Base | *Spec Asmt | UBC Per Cap | UBC Train | *** Ins. | Pen. 54.10% | Annuity 4.35% | Gross Wage | Appr | Appr. Reimb | LMPT | IAF | Guar Fund | Total |
| 1st 6 mo (55%) | \$18.49 | .30 | .05 | .10 | 7.05 | 10.00 | 0.80 | 36.79 | .17 | .12 | .07 | .15 | .10 | 37.40 |
| 2d 6 mo (55%) | \$18.49 | .30 | .05 | .10 | 7.05 | 10.00 | 0.80 | 36.79 | .17 | .12 | .07 | .15 | .10 | 37.40 |
| 3d 6 mo (60%) | \$20.17 | .30 | .05 | .10 | 7.05 | 10.91 | 0.88 | 39.46 | .17 | .12 | .07 | .15 | .10 | 40.07 |
| 4th 6 mo (65%) | \$21.85 | .30 | .05 | .10 | 7.05 | 11.82 | 0.95 | 42.12 | .17 | .12 | .07 | .15 | .10 | 42.73 |
| 5th 6 mo (70%) | \$23.53 | .30 | .05 | .10 | 7.05 | 12.73 | 1.02 | 44.78 | .17 | .12 | .07 | .15 | .10 | 45.39 |
| 6th 6 mo (75%) | \$25.21 | .30 | .05 | .10 | 7.05 | 13.64 | 1.10 | 47.45 | .17 | .12 | .07 | .15 | .10 | 48.06 |
| 7th 6 mo (80%) | \$26.89 | .30 | .05 | .10 | 7.05 | 14.55 | 1.17 | 50.11 | .17 | .12 | .07 | .15 | .10 | 50.72 |
| 8th 6mo (85%) | \$28.57 | .30 | .05 | .10 | 7.05 | 15.46 | 1.24 | 52.77 | .17 | .12 | .07 | .15 | .10 | 53.38 |

*Taxable

** Guaranty Fund contributions paid by contractors not in good standing, as defined in the contract.

Insurance amount of \$7.05 is \$6.55 for Health and Welfare Insurance and \$.50 for the Health and Welfare Supplemental Fund.

Special Assessment of \$0.30 includes \$0.10 for the Building Fund.

Dues Deduction – Per the Michigan Regional Council of Carpenters By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4.00%).

Effective June 1, 2012, an increase of \$1.35 per hour was previously published.

Effective June 1, 2014, and thereafter, the wage and fringe benefit rates will be based on the Journeyman Carpenter increase and allocation and will be issued as a supplement to this Agreement.

Effective June 1, 2019, and thereafter, the wage/fringe benefit rates for this Zone will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 2 - LOCAL 687

Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla
JOURNEYMAN CARPENTER
(June 1, 2013 - May 31, 2014)

| | DAY SHIFT PER HOUR | 2ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|---|-----------------------|-----------------------|-----------------------|
| *BASE WAGE | \$29.31 | \$31.26 | \$33.50 |
| *SPECIAL ASSESSMENT FUND (TAXED) | .20 | .20 | .20 |
| *SPECIAL ASSESSMENT BUILDING FUND (TAXED) | .10 | .10 | .10 |
| U.B.C. PER CAP (TAXED) | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND (FUNDED) | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (54.10% of Base Wage) (FUNDED) | 15.86 | 16.91 | 18.12 |
| ANNUITY FUND (4.3% of Base Wage) (FUNDED) | 1.26 | 1.34 | 1.44 |
| GROSS WAGE | \$53.93 | \$57.01 | \$60.56 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| APPRENTICESHIP REIMBURSEMENT FUND (FUNDED) | .12 | .12 | .12 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .15 | .15 | .15 |
| TOTAL | \$54.54 | \$57.62 | \$61.17 |

Vacation Holiday pay eliminated effective October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4%).

*Denotes Taxable Items.

Effective June 1, 2012, an increase of \$1.35 per hour, was previously published.

Effective June 1, 2014, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2013 will be issued as a supplement to this Agreement.

Effective June 1, 2015, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2014 will be issued as a supplement to this Agreement.

Effective June 1, 2016, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2015 will be issued as a supplement to this Agreement.

Effective June 1, 2017, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2017 will be issued as a supplement to this Agreement.

Effective June 1, 2018, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2018 will be issued as a supplement to this Agreement.

Effective June 1, 2019, and thereafter, the wage/fringe benefit rates for this Zone will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 2 - LOCAL 687

Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla

CARPENTER FOREMAN (June 1, 2013 – May 31, 2014)

| | DAY SHIFT PER HOUR | 2ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|---|--------------------|--------------------|--------------------|
| *BASE WAGE | \$30.70 | \$32.75 | \$35.09 |
| *SPECIAL ASSESSMENT FUND (taxed) | .20 | .20 | .20 |
| *SPECIAL ASSESSMENT BUILDING FUND (taxed) | .10 | .10 | .10 |
| U.B.C. PER CAP (TAXED) | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND (FUNDED) | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (54.10% of Base Wage) (FUNDED) | 16.61 | 17.72 | 18.98 |
| ANNUITY FUND (4.3% of Base Wage) (FUNDED) | 1.32 | 1.41 | 1.51 |
| GROSS WAGE | \$56.13 | \$59.38 | \$63.08 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| APPRENTICESHIP REIMBURSEMENT FUND (FUNDED) | .12 | .12 | .12 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .15 | .15 | .15 |
| TOTAL | \$56.74 | \$59.99 | \$63.69 |

Vacation Holiday pay eliminated effective October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4%).

*Denotes Taxable Items.

The Carpenter Foreman wages and fringe benefit rates effective June 2012 were previously published.

The Carpenter Foreman wages and fringe benefit rates effective June 2014 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2015 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2016 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2017 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2018 will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2019, and thereafter will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 2 - LOCAL 687

Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla

CARPENTER LAYOUT MAN

(June 1, 2013 – May 31, 2014)

| | DAY SHIFT PER HOUR | 2ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|---|--------------------|--------------------|--------------------|
| *BASE WAGE | \$30.42 | \$32.45 | \$34.77 |
| *SPECIAL ASSESSMENT FUND (taxed) | .20 | .20 | .20 |
| *SPECIAL ASSESSMENT BUILDING FUND (taxed) | .10 | .10 | .10 |
| U.B.C. PER CAP (TAXED) | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND (FUNDED) | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (54.10% of Base Wage) (FUNDED) | 16.46 | 17.56 | 18.81 |
| ANNUITY FUND (4.3% of Base Wage) (FUNDED) | 1.31 | 1.40 | 1.50 |
| GROSS WAGE | \$55.69 | \$58.91 | \$62.58 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| APPRENTICESHIP REIMBURSEMENT FUND (FUNDED) | .12 | .12 | .12 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .15 | .15 | .15 |
| TOTAL | \$56.30 | \$59.52 | \$63.19 |

Vacation Holiday pay eliminated effective October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4%).

*Denotes Taxable Items.

The Carpenter Layout Man wages and fringe benefit rates effective June 2012 were previously published.

The Carpenter Layout Man wages and fringe benefit rates effective June 2014 will be issued as a supplement to this Agreement.

The Carpenter Layout Man wages and fringe benefit rates effective June 2015 will be issued as a supplement to this Agreement.

The Carpenter Layout Man wages and fringe benefit rates effective June 2016 will be issued as a supplement to this Agreement.

The Carpenter Layout Man wages and fringe benefit rates effective June 2017 will be issued as a supplement to this Agreement.

The Carpenter Layout Man wages and fringe benefit rates effective June 2018 will be issued as a supplement to this Agreement.

The Carpenter Layout Man wages and fringe benefit rates effective June 2019, and thereafter will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 2 – LOCAL 687

Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla

CARPENTER APPRENTICES

(June 1, 2013 – May 31, 2014)

| | *Base | *Spec Asmt | *UBC Per Cap | UBC TRAIN | *** Ins. | Pen. 54.10% | Annuity 4.3% | Gross Wage | Appr | Appr. Reimb | LMPT | IAF | Guar Fund | Total |
|----------------|---------|---------------|--------------------|--------------|-------------|----------------|-----------------|---------------|------|----------------|------|-----|--------------|-------|
| 1st 6 mo (55%) | \$16.12 | .30 | .05 | .10 | 7.05 | 8.72 | 0.69 | 33.03 | .17 | .12 | .07 | .15 | .10 | 33.64 |
| 2d 6 mo (55%) | \$16.12 | .30 | .05 | .10 | 7.05 | 8.72 | 0.69 | 33.03 | .17 | .12 | .07 | .15 | .10 | 33.64 |
| 3d 6 mo (60%) | \$17.59 | .30 | .05 | .10 | 7.05 | 9.52 | 0.76 | 35.37 | .17 | .12 | .07 | .15 | .10 | 35.98 |
| 4th 6 mo (65%) | \$19.05 | .30 | .05 | .10 | 7.05 | 10.31 | 0.82 | 37.68 | .17 | .12 | .07 | .15 | .10 | 38.29 |
| 5th 6 mo (70%) | \$20.52 | .30 | .05 | .10 | 7.05 | 11.10 | 0.88 | 40.00 | .17 | .12 | .07 | .15 | .10 | 40.61 |
| 6th 6 mo (75%) | \$21.98 | .30 | .05 | .10 | 7.05 | 11.89 | 0.95 | 42.32 | .17 | .12 | .07 | .15 | .10 | 42.93 |
| 7th 6 mo (80%) | \$23.45 | .30 | .05 | .10 | 7.05 | 12.69 | 1.01 | 44.65 | .17 | .12 | .07 | .15 | .10 | 45.26 |
| 8th 6mo (85%) | \$24.91 | .30 | .05 | .10 | 7.05 | 13.48 | 1.07 | 46.96 | .17 | .12 | .07 | .15 | .10 | 47.57 |
| | *Base | *Spec Asmt | *UBC Per Cap | UBC TRAIN | *** Ins. | Pen. 54.10% | Annuity 4.3% | Gross Wage | Appr | Appr. Reimb | LMPT | IAF | Guar Fund | Total |
| 1st 6 mo (55%) | \$17.19 | .30 | .05 | .10 | 7.05 | 9.30 | 0.74 | 34.73 | .17 | .12 | .07 | .15 | .10 | 35.34 |
| 2d 6 mo (55%) | \$17.19 | .30 | .05 | .10 | 7.05 | 9.30 | 0.74 | 34.73 | .17 | .12 | .07 | .15 | .10 | 35.34 |
| 3d 6 mo (60%) | \$18.76 | .30 | .05 | .10 | 7.05 | 10.15 | 0.81 | 37.22 | .17 | .12 | .07 | .15 | .10 | 37.83 |
| 4th 6 mo (65%) | \$20.32 | .30 | .05 | .10 | 7.05 | 10.99 | 0.87 | 39.68 | .17 | .12 | .07 | .15 | .10 | 40.29 |
| 5th 6 mo (70%) | \$21.88 | .30 | .05 | .10 | 7.05 | 11.84 | 0.94 | 42.16 | .17 | .12 | .07 | .15 | .10 | 42.77 |
| 6th 6 mo (75%) | \$23.45 | .30 | .05 | .10 | 7.05 | 12.69 | 1.01 | 44.65 | .17 | .12 | .07 | .15 | .10 | 45.26 |
| 7th 6 mo (80%) | \$25.01 | .30 | .05 | .10 | 7.05 | 13.53 | 1.08 | 47.12 | .17 | .12 | .07 | .15 | .10 | 47.73 |
| 8th 6mo (85%) | \$26.57 | .30 | .05 | .10 | 7.05 | 14.37 | 1.14 | 49.58 | .17 | .12 | .07 | .15 | .10 | 50.19 |
| | *Base | *Spec Asmt | *UBC Per Cap | UBC TRAIN | *** Ins. | Pen. 54.10% | Annuity 4.3% | Gross Wage | Appr | Appr. Reimb | LMPT | IAF | Guar Fund | Total |
| 1st 6 mo (55%) | \$18.43 | .30 | .05 | .10 | 7.05 | 9.97 | 0.79 | 36.69 | .17 | .12 | .07 | .15 | .10 | 37.30 |
| 2d 6 mo (55%) | \$18.43 | .30 | .05 | .10 | 7.05 | 9.97 | 0.79 | 36.69 | .17 | .12 | .07 | .15 | .10 | 37.30 |
| 3d 6 mo (60%) | \$20.10 | .30 | .05 | .10 | 7.05 | 10.87 | 0.86 | 39.33 | .17 | .12 | .07 | .15 | .10 | 39.94 |
| 4th 6 mo (65%) | \$21.78 | .30 | .05 | .10 | 7.05 | 11.78 | 0.94 | 42.00 | .17 | .12 | .07 | .15 | .10 | 42.61 |
| 5th 6 mo (70%) | \$23.45 | .30 | .05 | .10 | 7.05 | 12.69 | 1.01 | 44.65 | .17 | .12 | .07 | .15 | .10 | 45.26 |
| 6th 6 mo (75%) | \$25.13 | .30 | .05 | .10 | 7.05 | 13.60 | 1.08 | 47.31 | .17 | .12 | .07 | .15 | .10 | 47.92 |
| 7th 6 mo (80%) | \$26.80 | .30 | .05 | .10 | 7.05 | 14.50 | 1.15 | 49.95 | .17 | .12 | .07 | .15 | .10 | 50.56 |
| 8th 6mo (85%) | \$28.48 | .30 | .05 | .10 | 7.05 | 15.41 | 1.22 | 52.61 | .17 | .12 | .07 | .15 | .10 | 53.22 |

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4%).

*Taxable

**Note: Guaranty Fund (funded) – The Guaranty Fund contribution is paid only by employers who have not posted a surety fringe bond or a cash deposit with the Guaranty Fund.

***Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$.50 for Health and Welfare Supplemental Fund.
Special Assessment of \$.30 includes \$.10 for the Building Fund.

Effective December 1, 2009, the contribution rates for LMPT, Apprenticeship Reimbursement Fund and U.B.C. Funds are modified, while the total package remains unchanged. Please consult updated wage sheets and contribution forms for additional information.

Rates in effect on or after June 1, 2014, and thereafter shall be based on the Journeyman Carpenter increase and allocation.

Effective June 1, 2019, and thereafter, the wage/fringe benefit rates for this Zone will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONES 1 AND 2 -- Light Commercial Wage/Fringe Benefit Rates.

Light Commercial wage and fringe benefit package shall apply to the following:

- (a) Economy hotels, motels three stories and under;
- (b) Funeral homes;
- (c) Stand alone restaurants, gas stations, bars and nightclubs;
- (d) One story privately owed medical or dental facilities;
- (e) Apartments and Condos three stories and under;
- (f) Senior Centers, Nursing Homes and Assisted Living Residences three stories and under;
- (g) Wood frame office buildings three stories and under;
- (h) Private school work (K-12) not owned, operated or overseen by any public school boards.

Light Commercial rates will NOT apply to any work covered by:

- (a) National Maintenance Agreements;
- (b) General President's Agreements;
- (c) Project Labor Agreements;
- (d) Prevailing Wage/Davis Bacon Law;
- (e) Concrete Tilt Up Wall;
- (f) Student housing over three stories.

| LIGHT COMMERCIAL CARPENTERS JOURNEYMAN RATES – ZONE 1 & 2 EFFECTIVE JUNE 1, 2013 – May 31, 2014 | | | |
|---|-----------------------|-----------------------------------|-----------------------------------|
| | Day Shift Per Hour | 2 nd Shift Per Hour | 3 rd Shift Per Hour |
| BASE WAGE | \$23.65 | \$25.23 | \$27.03 |
| *Special Assessment Fund (taxed) | - | - | - |
| *Special Assessment Building Fund (taxed) | 0.10 | 0.10 | 0.10 |
| *U.B.C. Per Cap (taxed) | 0.05 | 0.05 | 0.05 |
| U.B.C. Training (funded) | 0.10 | 0.10 | 0.10 |
| Health & Welfare Insurance (funded) | 5.00 | 5.00 | 5.00 |
| Health & Welfare Supplemental (funded) | - | - | - |
| Pension – 19.83% of base wage (funded) | 4.69 | 5.00 | 5.36 |
| Annuity Fund - .43% of base wage (funded) | 0.10 | 0.11 | 0.12 |
| GROSS WAGE | \$33.69 | \$35.59 | \$37.76 |
| Apprenticeship (funded) | 0.21 | 0.21 | 0.21 |
| Apprenticeship Reimbursement Fund (funded) | - | - | - |
| Labor Management Productivity & Training (funded) | 0.10 | 0.10 | 0.10 |
| Industry Advancement Fund (funded) | 0.15 | 0.15 | 0.15 |
| TOTAL | \$34.15 | \$36.05 | \$38.22 |
| Vacation Holiday pay froze effective October 1, 2006 Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues is included in the Base Wage as stated above (currently 4.00%) *Taxable | | | |

**LIGHT COMMERCIAL
CARPENTERS FOREMAN RATES – ZONE 1 & 2**

EFFECTIVE JUNE 1, 2013 – May 31, 2014

| | Day Shift Per Hour | 2 nd Shift Per Hour | 3 rd Shift Per Hour |
|---|-----------------------|-----------------------------------|-----------------------------------|
| BASE WAGE | \$24.60 | \$26.24 | \$28.11 |
| *Special Assessment Fund (taxed) | - | - | - |
| *Special Assessment Building Fund (taxed) | 0.10 | 0.10 | 0.10 |
| *U.B.C. Per Cap (taxed) | 0.05 | 0.05 | 0.05 |
| U.B.C. Training (funded) | 0.10 | 0.10 | 0.10 |
| Health & Welfare Insurance (funded) | 5.00 | 5.00 | 5.00 |
| Health & Welfare Supplemental (funded) | - | - | - |
| Pension – 19.83% of base wage (funded) | 4.88 | 5.20 | 5.57 |
| Annuity Fund - .43% of base wage (funded) | 0.11 | 0.11 | 0.12 |
| GROSS WAGE | \$34.84 | \$36.80 | \$39.05 |
| Apprenticeship (funded) | 0.21 | 0.21 | 0.21 |
| Apprenticeship Reimbursement Fund (funded) | - | - | - |
| Labor Management Productivity & Training (funded) | 0.10 | 0.10 | 0.10 |
| Industry Advancement Fund (funded) | 0.15 | 0.15 | 0.15 |
| TOTAL | \$35.30 | \$37.26 | \$39.51 |

**LIGHT COMMERCIAL
CARPENTERS LAYOUT MAN RATES – ZONE 1 & 2**

EFFECTIVE JUNE 1, 2013 – May 31, 2014

| | Day Shift Per Hour | 2 nd Shift Per Hour | 3 rd Shift Per Hour |
|---|-----------------------|-----------------------------------|-----------------------------------|
| BASE WAGE | \$24.60 | \$26.24 | \$28.11 |
| *Special Assessment Fund (taxed) | - | - | - |
| *Special Assessment Building Fund (taxed) | 0.10 | 0.10 | 0.10 |
| *U.B.C. Per Cap (taxed) | 0.05 | 0.05 | 0.05 |
| U.B.C. Training (funded) | 0.10 | 0.10 | 0.10 |
| Health & Welfare Insurance (funded) | 5.00 | 5.00 | 5.00 |
| Health & Welfare Supplemental (funded) | - | - | - |
| Pension – 19.83% of base wage (funded) | 4.88 | 5.20 | 5.57 |
| Annuity Fund - .43% of base wage (funded) | 0.11 | 0.11 | 0.12 |
| GROSS WAGE | \$34.84 | \$36.80 | \$39.05 |
| Apprenticeship (funded) | 0.21 | 0.21 | 0.21 |
| Apprenticeship Reimbursement Fund (funded) | - | - | - |
| Labor Management Productivity & Training (funded) | 0.10 | 0.10 | 0.10 |
| Industry Advancement Fund (funded) | 0.15 | 0.15 | 0.15 |
| TOTAL | \$35.30 | \$37.26 | \$39.51 |

Vacation Holiday pay froze effective October 1, 2006

Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employee's Base Wage. The amount of the dues is included in the Base Wage as stated above (currently 4.00%)

*Taxable

John Doe worked 40 hours at the base wage of \$29.41 per hour which would amount to \$1,176.40.

For example:

| | |
|--|-------------|
| Thus: Gross Earnings | \$1,176.40 |
| Special Assessment Fund (\$.20 x 40 hrs.) | 8.00 |
| Special Assessment Building Fund (\$.10 x 40 hrs.) | 4.00 |
| U.B.C. Per Capita (\$.05 x 40 hrs.) | <u>2.00</u> |

| | |
|--|-------------|
| These three items are added in order that the Special Assessment Funds might be taxed | \$ 1,190.40 |
|--|-------------|

| | |
|---|----------------|
| Assuming that F.I.C.A. is \$100.00 and withholding tax is \$200.00, thus the combined total of taxes is \$300.00. Therefore, \$300 must be deducted for tax purposes | <u>-300.00</u> |
| | \$ 890.40 |

| | |
|--|---------|
| Now that taxes have been paid on the Special Assessment Funds you must subtract the amount of these two items in order to send them to the fringe benefit fund depository | - 12.00 |
|--|---------|

| | |
|---|----------------|
| You must also subtract the amount of the working dues (4% of \$1,176.40) and also send it to the fringe benefit fund depository | <u>- 47.06</u> |
| Amount of Pay Check | \$ 831.34 |

All other fringe benefits are calculated separately from the taxable portion of the Gross Earnings.

10.4. **Health and Welfare.**

- (a) Zones 1 and 2. The Employer shall pay the amount specified in Section 10.1 for the appropriate Zone, for all hours worked by each Employee covered by this Agreement to Michigan Regional Council of Carpenters Employee Benefits Fund, hereinafter called Health and Welfare Fund, or such other like Fund, as directed by the Union. The Health and Welfare (also referred to as Insurance Fund) contribution is calculated on all hours worked.
- (b) Zones 3 through 10. The Employer shall pay the amount specified in Section 10.1 for the appropriate Zone, for all hours worked by each Employee covered by this Agreement to the Michigan Carpenters Health Care Fund, hereinafter called Health and Welfare Fund, or such other like Fund, as directed by the Union. The Health and Welfare Fund (also referred to as Insurance Fund) contribution is calculated on all hours worked.

10.5. **Vacation and Holiday.**

- (a) Zones 1 and 2. Effective October 1, 2006, the Vacation contribution is eliminated in its entirety, and the amount of the Vacation contribution in each classification is transferred into the Base Wage without reduction.

10.6. **Pension.**

- (a) Zones 1 and 2. The Employer shall pay percentage of the actual wage rate due the Employee, as set for the in Section 10.1, for the appropriate Zone, (but not less than the minimum base wage) on behalf of each Employee covered by this Agreement to the

Carpenters Pension Trust Fund, Detroit and Vicinity, hereinafter called Pension Fund. The Pension contribution is calculated on all wages paid.

- (b) Zones 3 through 10. The Employer shall pay the hourly rate set forth in Section 10.1 for the appropriate Zone, on behalf of each Employee covered by this Agreement to the Michigan Carpenters Pension Trust Fund, hereinafter called Pension Fund. The Pension contribution is calculated on all hours worked.

10.7. **Annuity.**

- (a) Zones 1 through 10. The Employer shall pay the appropriate percentage of the actual wage rate, set forth in Section 10.1, for the appropriate Zone, (but not less than the minimum Base Wage) on behalf of each Employee covered by this Agreement to the Michigan Regional Council of Carpenters Annuity Fund, hereinafter called Annuity Fund. The Annuity contribution is calculated on all wages paid, or hours worked, as set forth in Section 10.1.

10.8. **Apprenticeship and Training.**

- (a) Zones 1 and 2. The Employer shall pay the hourly rate set forth in Section 10.1, for the appropriate Zone, 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 all hours worked.
- (b) Zones 3 through 10. The Employer shall pay the hourly rate set forth in Section 10.1, for the appropriate Zone, for all hours worked by each Employee covered by this Agreement to the Michigan Carpenters Joint Apprenticeship and Training Trust Fund, hereinafter called Apprenticeship Fund. The Apprenticeship and Training contribution is calculated on all hours worked.

10.9. **Industry Advancement Fund.**

- (1) Zones 1 through 10. An Employer performing work under the terms of this Agreement shall pay into the appropriate Industry Advancement Fund (IAF) designated by the Union, the hourly contribution set forth in Section 10.1, for the appropriate Zone, for all hours worked by each Employee covered by this Agreement. This contribution shall not be considered part of the Gross Wage. The IAF Fund contribution is calculated on all hours worked.

10.10. **Labor Management Productivity and Training Fund.** An Employer performing work under the terms of this Agreement in the Zones where such contributions apply, shall pay to the Labor-Management Productivity and Training Fund the hourly rate set forth in Section 10.1 for all hours worked by each Employee covered by this Agreement. The Articles of Incorporation and Bylaws of the Labor-Management Productivity and Training Fund filed with the State of Michigan on January 29, 1986, and amendments thereto, are hereby incorporated herein by reference.

10.11. **Excess Benefit (Pension) Fund.** The Employer 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"), or such other Excess Benefit Fund designated by the Union. The administrative manager of the Carpenters Pension Trust Fund - Detroit and Vicinity or the Michigan Carpenters Pension Fund (hereinafter collectively "Pension Fund") shall, on a monthly basis, determine the amount of benefits to be paid to participants and beneficiaries of the Excess Benefit Fund in the following month, based on the funding requirements set forth in the Excess Benefit Plan. Before the pension contributions made by Employers are allocated to the

- (ii) Upon mutual agreement between the Employer and the Union, barge crew size may be reduced under appropriate circumstances.
- (f) Earth Retention Work. The placing of bracing and lagging in a earth retention system shall be manned as required by the contractor.
- (g) Non-Industrial Work: A crew of one (1) piledriver and a working foreman shall be used for:
 - (i) Wood or lightweight steel sheeting.
 - (ii) Small jobs when mutually agreed between the Employer and the Union, and work at marinas, yacht clubs and residences.
 - (iii) Travel pay will not be paid for work performed under this Paragraph (g).
- (h) Pile Load Tests. Pile drivers shall be employed to set up all load tests. A pile driver shall be employed on all load tests and paid the applicable shift rate. If the regular pile crew is employed for testing and the test is completed between midnight and 8:00 a.m., weather permitting work that day, the Employee on the third shift shall be paid overtime for that day's regular work.

17.3. **General Conditions.**

- (a) Whenever the Employer is using any piling which requires work to be performed prior to the piling being received in the rigs, the Employer shall employ additional Employees to perform such work and these Employees shall be in addition to the number of Employees provided for under the rigs described above.
- (b) The Employer, in the interest of safety, shall not require pile drivers to work in front of the pile driving rig while the pile hammer is in operation.
- (c) All burning, welding and fabrication of pipe, shell, H-beam, sheet pile or other like material used in the driving or brazing of piles shall be done on the job site or in the Employer's yard by piledrivers except where materials are fabricated at the manufacturing sources.

17.4. **Wages and Fringe Benefit Contributions.** The minimum rate of wages for Foremen and Journeyman Pile Drivers payable in each Zone shall be paid in accordance with the following applicable schedules, adopted prior to March 27, 2013:

ZONE 1 - LOCAL 687

Macomb, Monroe, Oakland, St. Clair and Wayne Counties

PILE DRIVER JOURNEYMAN

(June 1, 2013 – May 31, 2014)**

| | DAY SHIFT PER HOUR | 2ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|---|--------------------|--------------------|--------------------|
| *BASE WAGE | \$29.41 | \$31.37 | \$33.61 |
| *SPECIAL ASSESSMENT FUND (TAXED) | .20 | .20 | .20 |
| *SPECIAL ASSESSMENT BUILDING FUND (TAXED) | .10 | .10 | .10 |
| *U.B.C. PER CAP (TAXED) | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (54.10% of BASE WAGE - FUNDED) | 15.91 | 16.97 | 18.18 |
| ANNUITY FUND (4.35% of BASE WAGE - FUNDED) | 1.28 | 1.36 | 1.46 |
| GROSS WAGE | \$54.10 | \$57.20 | \$60.75 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .15 | .15 | .15 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| TOTAL *** | \$54.59 | \$57.69 | \$61.24 |

*Taxable

Vacation Holiday pay eliminated October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4%). All dues and assessments are to be submitted to the Fringe Benefit Fund office, along with all other fringe benefit fund contributions.

The Base Wage, and Special Assessment Fund contributions are added together before payroll taxes are calculated. After taxes are calculated, the Assessment Fund contributions are deposited into their respective Fund.

*Denotes Taxable Items.

Guaranty Fund (funded) – The Guaranty Fund is paid only by employers who have not posted a fringe bond or a cash deposit with the Guaranty Fund.

Effective June 1, 2012, an increase of \$1.35 per hour was previously published.

Effective June 1, 2014, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2014 will be issued as a supplement to this Agreement.

Effective June 1, 2015, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2015 will be issued as a supplement to this Agreement.

Effective June 1, 2016, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2016 will be issued as a supplement to this Agreement.

Effective June 1, 2017, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2017 will be issued as a supplement to this Agreement.

Effective June 1, 2018, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2018 will be issued as a supplement to this Agreement.

Effective June 1, 2019, and thereafter, the wage/fringe benefit rates for this Zone will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 1 - LOCAL 687

Macomb, Monroe, Oakland, St. Clair and Wayne Counties

PILE DRIVER FOREMAN

(June 1, 2013 – May 31, 2014)**

| | DAY SHIFT PER HOUR | 2ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|--|--------------------|--------------------|--------------------|
| *BASE WAGE | \$31.08 | \$33.15 | \$35.52 |
| *SPECIAL ASSESSMENT FUND (TAXED) | .20 | .20 | .20 |
| *SPECIAL ASSESSMENT BUILDING FUND (TAXED) | .10 | .10 | .10 |
| *U.B.C. PER CAP (TAXED) | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (54.10% of BASE WAGE -FUNDED) | 16.81 | 17.93 | 19.22 |
| ANNUITY FUND (4.30% of BASE WAGE-FUNDED) | 1.35 | 1.44 | 1.55 |
| GROSS WAGE | \$56.74 | \$60.02 | \$63.79 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .15 | .15 | .15 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| TOTAL *** | \$57.23 | \$60.51 | \$64.28 |

*Taxable

Vacation Holiday pay eliminated October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4%).

The Base Wage, and Special Assessment Fund contributions are added together before payroll taxes are calculated. After taxes are calculated, the Assessment Fund contributions are deposited into their respective Fund.

*Denotes Taxable Items.

Guaranty Fund (funded) – The Guaranty Fund is paid only by employers who have not posted a fringe bond or a cash deposit with the Guaranty Fund.

The Carpenter Foreman wages and fringe benefit rates effective June 2012 were previously published.

The Carpenter Foreman wages and fringe benefit rates effective June 2014 and thereafter will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2019 and thereafter will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 2 - LOCAL 687

Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla

PILE DRIVER JOURNEYMAN

(June 1, 2013 – May 31, 2014)***

| | DAY SHIFT PER HOUR | 2ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|---|--------------------|--------------------|--------------------|
| *BASE WAGE | \$29.31 | \$31.26 | \$33.50 |
| *SPECIAL ASSESSMENT FUND (FUNDED) | .20 | .20 | .20 |
| *BUILDING FUND ASSESSMENT (FUNDED) | .10 | .10 | .10 |
| U.B.C. PER CAP (TAXED) | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND (FUNDED) | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL FUND (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (54.10% of Base Wage) (FUNDED) | 15.86 | 16.91 | 18.12 |
| ANNUITY FUND (4.30% of Base Wage) (FUNDED) | 1.26 | 1.34 | 1.44 |
| GROSS WAGE | \$53.93 | \$57.01 | \$60.56 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .15 | .15 | .15 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| TOTAL*** | \$54.42 | \$57.50 | \$61.05 |

*Taxable

Vacation Holiday pay eliminated October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4%).

The Base Wage, and Special Assessment Fund contributions are added together before payroll taxes are calculated. After taxes are calculated, the Assessment Fund contributions are deposited into their respective Fund.

*Denotes Taxable Items.

Guaranty Fund (funded) – The Guaranty Fund is paid only by employers who have not posted a fringe bond or a cash deposit with the Guaranty Fund.

Effective June 1, 2012, an increase of \$1.35 per hour was previously published.

Effective June 1, 2014, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2014 will be issued as a supplement to this Agreement.

Effective June 1, 2015, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2015 will be issued as a supplement to this Agreement.

Effective June 1, 2016, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2016 will be issued as a supplement to this Agreement.

Effective June 1, 2017, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2017 will be issued as a supplement to this Agreement.

Effective June 1, 2018, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2018 will be issued as a supplement to this Agreement.

Effective June 1, 2019, and thereafter, the wage/fringe benefit rates for this Zone will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE 2 - LOCAL 687

Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla

PILE DRIVER FOREMAN (June 1, 2013 – May 31, 2014)***

| | DAY SHIFT PER HOUR | 2 ND SHIFT PER HOUR | 3RD SHIFT PER HOUR |
|---|--------------------|--------------------------------|--------------------|
| *BASE WAGE | \$30.98 | \$33.05 | \$35.41 |
| *SPECIAL ASSESSMENT FUND (FUNDED) | .20 | .20 | .20 |
| * BUILDING FUND ASSESSMENT (FUNDED) | .10 | .10 | .10 |
| U.B.C. PER CAP (TAXED) | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 |
| HEALTH & WELFARE INSURANCE FUND (FUNDED) | 6.55 | 6.55 | 6.55 |
| HEALTH & WELFARE SUPPLEMENTAL FUND (FUNDED) | .50 | .50 | .50 |
| PENSION FUND (48.83% of Base Wage) (FUNDED) | 16.76 | 17.88 | 19.16 |
| ANNUITY FUND (5.03% of Base Wage) (FUNDED) | 1.33 | 1.42 | 1.52 |
| GROSS WAGE | \$56.57 | \$59.85 | \$63.59 |
| APPRENTICESHIP FUND (FUNDED) | .17 | .17 | .17 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 |
| GUARANTY FUND (FUNDED) | .10 | .10 | .10 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .10 | .10 | .10 |
| TOTAL*** | \$57.06 | \$60.34 | \$64.08 |

Vacation Holiday pay eliminated October 1, 2006.

Dues Deduction - Per the Michigan Regional Council By-Laws, shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above currently at 4%.

The Base Wage, and Special Assessment Fund contributions are added together before payroll taxes are calculated. After taxes are calculated, the Assessment Fund contributions are deposited into their respective Fund.

*Denotes Taxable Items.

Guaranty Fund (funded) – The Guaranty Fund is paid only by employers who have not posted a fringe bond or a cash deposit with the Guaranty Fund.

The Carpenter Foreman wages and fringe benefit rates effective June 2012 were previously published.

The Carpenter Foreman wages and fringe benefit rates effective June 2014 and thereafter will be issued as a supplement to this Agreement.

The Carpenter Foreman wages and fringe benefit rates effective June 2019 and thereafter will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

ZONE A - DETROIT

ZONE 1 & 2- LOCAL 687

Macomb, Monroe, Oakland, St. Clair and Wayne, Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla.

DIVER

ON OR AFTER JUNE 1, 2013 THROUGH MAY 31, 2014

See special Diver Wage Considerations per Article VIII of Agreement.

| | INDUSTRIAL WORK | | NON-INDUSTRIAL WORK | |
|--|-----------------|----------------|---------------------|----------------|
| | DIVER | TENDER | DIVER | TENDER |
| *BASE RATE | \$37.00 | \$29.50 | \$22.00 | \$18.00 |
| *SPECIAL ASSESSMENT FUND (TAXED) | .20 | .20 | .20 | .20 |
| MRCC BUILDING FUND (TAXED) | .10 | .10 | .10 | .10 |
| U.B.C. PER CAP (TAXED) | .05 | .05 | .05 | .05 |
| U.B.C. TRAINING (FUNDED) | .10 | .10 | .10 | .10 |
| HEALTH & WELFARE FUND (FUNDED) | 6.55 | 6.55 | 4.95 | 4.95 |
| HEALTH & WELFARE SUPPLEMENTAL FUND (FUNDED) | .50 | .50 | 0.00 | 0.00 |
| PENSION | | | | |
| INDUSTRIAL (43.00% of Base Wage – Diver) (52.07% OF Base Wage – Tender) | 15.91 | 15.36 | 9.79 | 9.60 |
| NON INDUSTRIAL (44.50% of Base Wage – Diver) (53.33% of Base Wage – Tender) | | | | |
| ANNUITY FUND | | | | |
| INDUSTRIAL (8.32% of Base Wage – Diver) (3.05% of Base Wage – Tender) | 3.08 | .90 | .90 | .82 |
| NON INDUSTRIAL (4.09% of Base Wage – Diver) (4.58% of Base Wage – Tender) | | | | |
| GROSS WAGE | \$63.49 | \$53.26 | \$38.09 | \$33.82 |
| APPRENTICESHIP FUND (FUNDED) | .19 | .19 | .30 | .30 |
| L.M.P.T. FUND (FUNDED) | .07 | .07 | .07 | .07 |
| INDUSTRY ADVANCEMENT FUND (FUNDED) | .15 | .15 | .15 | .15 |
| Guaranty Fund | .10 | .10 | .10 | .10 |
| TOTAL *** | \$64.00 | \$53.77 | \$38.71 | \$34.44 |

Vacation Holiday pay eliminated effective October 1, 2006.

Dues Deduction -- Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employee's Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently at 4%).

Effective June 1, 2012, an increase of \$1.35 per hour was previously published.

Effective June 1, 2014, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2014 will be issued as a supplement to this Agreement.

Effective June 1, 2015, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2015 will be issued as a supplement to this Agreement.

Effective June 1, 2016, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2016 will be issued as a supplement to this Agreement.

Effective June 1, 2017, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2017 will be issued as a supplement to this Agreement.

Effective June 1, 2018, the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour, to be allocated by the Union Membership. The Journeyman Carpenter wage rate effective June 2018 will be issued as a supplement to this Agreement.

Effective June 1, 2019, and thereafter, the wage/fringe benefit rates for this Zone will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

**ZONE A - DETROIT
ZONE 1 & 2- LOCAL 687**

Macomb, Monroe, Oakland, St. Clair and Wayne, Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla.

DIVER FOREMAN

(On or After June 1, 2012)

The Foreman wages and fringe benefit rates effective on or after June 1, 2012, and thereafter will be issued as a supplement to this Agreement, based on the Journeyman increase and allocation.

The Foreman wages and fringe benefit rates effective June 2019 and thereafter will be established by a limited reopener (or area wide settlement) between the Union and any signatory employer or association and automatically applicable to the Employer.

(b) Detroit – Zone B: All of Lower Michigan, except Zone A:

**ZONE B—ALL OF LOWER MICHIGAN, EXCEPT ZONE A
ZONES 3, 4, 5, 7, 8, 9, 10**

DIVER

ON OR AFTER JUNE 1, 2012

Diver and Tender rates will be issued by the Local Union as a supplement. Consult appropriate Local for applicable rates.

ZONE 3 - LOCAL 202

Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Oscoda, Otsego, Roscommon, Presque Isle and Wexford Counties.

DIVER

ON OR AFTER JUNE 1, 2012

The rate of pay and fringe benefit contributions due the divers in this Zone shall be the same as those set forth in Section 17.8 (b).

FOREMAN

Foreman will receive a minimum of one dollar and twenty-five cents (\$1.25) per hour above the Journeyman scale and any balance to be negotiated between the Employer and Foreman on a project-to-project basis. The General Foreman rate shall be negotiated on a project-by-project basis.

ZONE 4 - Local 706

Arenac, Bay, Clare, Gladwin, Gratiot, Huron, Iosco, Isabella, Midland, Ogemaw, Saginaw, and Tuscola Counties

DIVER

ON OR AFTER JUNE 1, 2012

In addition to the hourly wage rate set forth in Section 17.8(b), Divers shall receive one hundred dollars (\$100) per day for seven (7) hours, or any fraction thereof, providing all equipment and tender or helper is furnished by the Employer. Tender shall receive pile drivers' pay. If said diver furnished his own equipment, the rate of pay shall be one hundred and twenty-five dollars (\$125.00) per day for seven (7) hours, or any fraction thereof, and the tender shall receive pile drivers' wages. The standby diver shall be paid at one-half (1/2) pay.

CARPENTERS' DISPLAY
AGREEMENT

2011-2018

MICHIGAN EXHIBIT
PRODUCERS ASSOCIATION AND
INDEPENDENT CONTRACTORS

and

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

23401 Mound Road
Warren, Michigan 48091
1-888-HAMMER-9
1-313-832-3887
e mail: hammer9.com

**CARPENTERS' DISPLAY
AGREEMENT**

2011 - 2018

**MICHIGAN EXHIBIT
PRODUCERS ASSOCIATION AND
INDEPENDENT CONTRACTORS**

and

**MICHIGAN REGIONAL COUNCIL
OF CARPENTERS,
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THIS AGREEMENT, made as of June 1, 2011, by and between the MICHIGAN EXHIBIT PRODUCERS ASSOCIATION, hereinafter referred to as the "Association" and individually as the "Employer," and the MICHIGAN REGIONAL COUNCIL OF CARPENTERS, which has jurisdiction in Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe, Washtenaw and Livingston Counties, and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union," shall remain in full force and effect until May 31, 2014, and thereafter from year to year unless changed in accordance with Article XVII of this Agreement.

The current underlying Agreement, which was set to expire on May 31, 2014, is hereby amended effective March 22, 2013. The terms and conditions of the Amended Agreement are contained herein, and include an extension of the underlying Agreement, which shall now expire on May 31, 2018.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employer, its Employees and the Union, to establish an understanding relative to rates of pay, hours of work, and all other conditions of employment, so that the Employer, its Employees and the Union may all profit from the fair and stable conditions in the industry which will result therefrom.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

**ARTICLE I
EMPLOYMENT**

A. Union Recognition. The Employer signatory hereto recognizes the Union as the sole and exclusive collective bargaining representative of all persons employed by it as Carpenters in the geographical area coming within the jurisdiction of the Union on all present and future job sites based upon the fact, acknowledged by the Employer to be true, that the Union represents and has represented a majority of those Employees.

consist of an equal number of both Labor and Management representatives. There is hereby established a Labor/Management forum, which shall be comprised of an equal number representing the Union and the Association, for the purpose of defining solutions that address out-of-state and international union and non-union competitive issues confronting the industry and developing resolutions for same. The Forum should meet not less than every 90 days to resolve those issues.

In addition, the Labor/Management Forum will meet at least 90 days prior to the effective date of the negotiated future increase to review the financial status of the respective fringe benefit funds and make recommendations to the various fringe fund trustees on allocation and benefit plan revisions.

Q. **Market Recovery Program.** The mutual interests of the Union and the Association are served by cooperating to enable Association members to compete more effectively against non-union and outstate companies. It is agreed that the Labor/Management Forum (refer to Article III, Section P) will meet periodically to review options for negotiating a market recovery rate and/or terms and conditions on a job-by-job basis. The Union shall provide notification to the Association of all market recovery rates given in the industry covered by this Agreement, within 24 hours of the Association's request.

ARTICLE IV HOURS OF WORK AND PREMIUM PAY

A. **Day Shift.** Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m., Monday through Saturday, inclusive, except for shift work hereinafter described, and shall be paid at the regular First Shift rate of wages in Article V. With the consent of the shop steward(s) and majority vote of the bargaining unit, a flexible starting time may be adopted for the entire shift between the hours of 6:00 a.m. and 8:00 a.m., for eight (8) hour shifts.

B. **Shift Work.** All shift work shall be for a minimum of two (2) days regardless of which days of the week are worked. When one (1) or two (2) shifts are employed, even if the regular day shift

week in which a holiday is celebrated to enable Carpenters to have a 3-day weekend. In addition, the Employer may choose to work four 10-hour, straight-time weekdays during the week preceding or following this holiday week, to enable Carpenters to have a 4-day weekend. Individual jobs which have worked overtime on a regular basis within two weeks of the holiday may not change the work week in accordance with this Paragraph. Notice requesting 4-10's must be given to the Michigan Regional Council of Carpenters at least five days before the first 4-10 day is worked. Union will respond within twenty-four hours of request.

F. **Coffee Break.** Each Employee shall be allowed to take a coffee break near his work station once during the first four (4) hour work period and once during the second four (4) hour work period. The breaks will be ten minutes allowed during the middle 60 minutes of the work periods at specific times determined by the Employer and need not be at the same time for all Employees. The Union agrees that this will not be abused.

G. **Vacations.** An Employee shall be allowed to take a vacation upon a one (1) week notification to the Employer without fear or risk of being laid off, and if a layoff should occur during vacation period due to lack of work, he shall be given a lay-off slip stating due to lack of work.

ARTICLE V WAGES AND FRINGE BENEFIT CONTRIBUTIONS

The gross wage shown in these schedules includes required payments for Wages, Vacation and Holiday, Health and Welfare, Pension, Annuity and Dues Assessment contributions. Failure to pay the base wage and the funded fringe benefit contributions when due, is payment of less than the gross wage and shall constitute a status of delinquency and a violation of this Agreement. The Union shall withhold its members from Employers who fail to fully comply with the foregoing: In the event any Employer is delinquent in the payment of Wages or his contributions to the Health and Welfare, Pension, Annuity, Vacation and Holiday, Apprenticeship, Dues Assessment, or Labor-Management Productivity and Training Funds, the Union, after giving the Employer, and the Association twenty-four (24)

hours notice (excluding Saturday, Sunday, and holidays) by certified mail or telegram of such delinquency shall have the right to take strike action against such Employer, notwithstanding any other provision of this Agreement.

A. **Wages.** The minimum rate of wages for Foremen, Journeymen, and Apprentice Carpenters shall be defined as follows:

| |
|---|
| <p align="center">PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2011, THROUGH MAY 31, 2012</p> |
|---|

For all direct work, but excluding any work performed at Cobo Hall in Detroit, the (2010-2011) Base Wage shall be reduced by 10%. However, the amount of the Pension and Annuity Fund contributions will remain the same after such Base Wage reduction, and be set as a percentage of the new Base Wage.

Zone 1 consists of Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

| CARPENTER JOURNEYMEN RATES – ZONE 1 | | |
|---|-----------------------|-------------------------|
| | Day Shift Per Hour | Travel Rate Per Hour |
| *Base Wage (Plus Vacation Pay) | \$26.471 | \$23.82 |
| *Special Assessment Fund (Taxed) | .20 | .20 |
| Special Assessment Building Fund (Taxed) | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 |
| Pension – 48.56% of Base Wage (Funded) | 12.854 | 11.57 |
| Annuity Fund – 6.36% of Base Wage (Funded) | 1.684 | 1.52 |
| GROSS WAGE | \$48.359 | \$44.26 |
| Apprenticeship (Funded) | .17 | .17 |
| TOTAL | \$48.529 | \$44.43 |
| Vacation Holiday pay froze effective October 1, 2006. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employee's Base Wage. The amount of dues is included in the Base Wage as stated above (currently 4%) *Taxable | | |

| CARPENTER FOREMAN RATES – ZONE 1 | | |
|---|-----------------------|-------------------------|
| | Day Shift Per Hour | Travel Rate Per Hour |
| *Base Wage (Plus Vacation Pay) | \$27.971 | \$25.17 |
| *Special Assessment Fund (Taxed) | .20 | .20 |
| Special Assessment Building Fund (Taxed) | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 |
| Pension – 48.56% of Base Wage (Funded) | 13.583 | 12.22 |
| Annuity Fund – 6.36% of Base Wage (Funded) | 1.779 | 1.60 |
| GROSS WAGE | \$50.683 | \$46.34 |
| Apprenticeship (Funded) | .17 | .17 |
| TOTAL | \$50.853 | \$46.51 |
| Vacation Holiday pay froze effective October 1, 2006. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employee's Base Wage. The amount of dues is included in the Base Wage as stated above (currently 4%) *Taxable | | |

| CARPENTER GENERAL FOREMAN RATES – ZONE 1 | | |
|---|-----------------------|-------------------------|
| | Day Shift Per Hour | Travel Rate Per Hour |
| *Base Wage (Plus Vacation Pay) | \$28.971 | \$26.07 |
| *Special Assessment Fund (Taxed) | .20 | .20 |
| Special Assessment Building Fund (Taxed) | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 |
| Pension – 48.56% of Base Wage (Funded) | 14.068 | 12.66 |
| Annuity Fund – 6.36% of Base Wage (Funded) | 1.843 | 1.66 |
| GROSS WAGE | \$52.232 | \$47.74 |
| Apprenticeship (Funded) | .17 | .17 |
| TOTAL | \$52.402 | \$47.91 |
| Vacation Holiday pay froze effective October 1, 2006. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employee's Base Wage. The amount of dues is included in the Base Wage as stated above (currently 4%) *Taxable | | |

| CARPENTER LAYOUT MAN RATES – ZONE 1 | | |
|---|-----------------------|-------------------------|
| | Day Shift Per Hour | Travel Rate Per Hour |
| *Base Wage (Plus Vacation Pay) | \$27.691 | \$24.92 |
| *Special Assessment Fund (Taxed) | .20 | .20 |
| Special Assessment Building Fund (Taxed) | .10 | .10 |
| Health & Welfare Insurance (Funded) | 6.55 | 6.55 |
| Health & Welfare Supplemental (Funded) | .50 | .50 |
| Pension – 48.56% of Base Wage (Funded) | 13.447 | 12.10 |
| Annuity Fund – 6.36% of Base Wage (Funded) | 1.761 | 1.59 |
| GROSS WAGE | \$50.249 | \$45.96 |
| Apprenticeship (Funded) | .17 | .17 |
| TOTAL | \$50.419 | \$46.13 |
| Vacation Holiday pay froze effective October 1, 2006. Dues Deduction – Per the Michigan Regional Council By-Laws, dues shall be deducted from the Employee's Base Wage. The amount of dues is included in the Base Wage as stated above (currently 4%) *Taxable | | |

APPRENTICE RATES – ZONE 1
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING
ON OR AFTER JUNE 1, 2011 THROUGH MAY 31, 2012
FIRST SHIFT

| | Base Wage | Spec. Assmt. | Ins. | 48.56% Pension | 6.36% Annuity | Gross Wage | Appr. Fund | Total |
|--------------------|----------------------|-------------------------|-------------|---------------------------|--------------------------|-----------------------|-----------------------|-----------------|
| 1st 6 months (44%) | 11.647 | .30 | 7.05 | 5.656 | 0.741 | 25.394 | .17 | \$25.564 |
| 2nd 6 months (55%) | 14.559 | .30 | 7.05 | 7.070 | 0.926 | 29.905 | .17 | \$30.075 |
| 3rd 6 months (60%) | 15.883 | .30 | 7.05 | 7.713 | 1.010 | 31.956 | .17 | \$32.126 |
| 4th 6 months (65%) | 17.206 | .30 | 7.05 | 8.355 | 1.094 | 34.005 | .17 | \$34.175 |
| 5th 6 months (70%) | 18.530 | .30 | 7.05 | 8.998 | 1.179 | 36.057 | .17 | \$36.227 |
| 6th 6 months (75%) | 19.853 | .30 | 7.05 | 9.641 | 1.263 | 38.107 | .17 | \$38.227 |
| 7th 6 months (80%) | 21.177 | .30 | 7.05 | 10.283 | 1.347 | 40.157 | .17 | \$40.237 |
| 8th 6 months (85%) | 22.500 | .30 | 7.05 | 10.926 | 1.431 | 42.207 | .17 | \$42.377 |

DUES DEDUCTION – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (currently 4%).

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$0.50 for the Health & Welfare Supplemental Fund.

Special Assessment of \$0.30 includes \$0.10 for the Building Fund.

**EFFECTIVE THE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2012 THROUGH MAY 31, 2013**

1. **JOURNEYMEN.** Effective June 1, 2012 the parties have agreed to a Gross Wage increase for the Journeyman of \$1.50 per hour, to be allocated by the Union. The Journeyman wage rate effective June 1, 2012, will be issued as a supplement to this Agreement.
2. **FOREMAN, GENERAL FOREMAN & LAYOUT MAN.** The Foreman, General Foreman and Layout Man wage rate effective June 1, 2012, will be issued as a supplement to this Agreement.
3. **APPRENTICES.** Effective June 1, 2012, the rates dues the apprentices shall be the appropriate percentage of the then applicable Journeyman Base Rate.

**EFFECTIVE THE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2013 THROUGH MAY 31, 2014**

- A. **JOURNEYMAN.** Effective the first full payroll period beginning on or after June 1, 2014, the parties have agreed to a Gross Wage increase for the Journeyman of \$1.55 per hour, to be allocated, in its entirety, to the CARPENTERS PENSION TRUST FUND DETROIT AND VICINITY per the July 2012 rehabilitation plan update preferred schedule.
- B. **JOURNEYMAN.** Effective the first full payroll period beginning on or after June 1, 2015, the parties have agreed to a Gross Wage increase for the Journeyman of \$1.55 per hour, to be allocated, in its entirety, to the CARPENTERS PENSION TRUST FUND DETROIT AND VICINITY per the July 2012 rehabilitation plan update preferred schedule.
- C. **JOURNEYMAN.** Effective the first full payroll period beginning on or after June 1, 2016, the parties have

agreed to a Gross Wage Increase for the Journeyman of \$0.95 per hour. This amount shall include \$0.75 per hour to be allocated to the CARPENTERS PENSION TRUST FUND DETROIT AND VICINITY per the July 2012 rehabilitation plan update preferred schedule.

- D. **JOURNEYMAN.** Effective the first full payroll period beginning on or after June 1, 2017, the parties have agreed to a Gross Wage increase for the Journeyman of \$0.95 to be allocated by the Union.

The foregoing increases shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

| |
|--|
| <p>EFFECTIVE THE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2014 THROUGH MAY 31, 2015</p> |
|--|

1. **JOURNEYMEN.** Effective June 1, 2014 the parties have agreed to a Gross Wage increase for the Journeyman of \$1.50 per hour, to be allocated by the Union. The Journeyman wage rate effective June 1, 2014, will be issued as a supplement to this Agreement.
2. **FOREMAN, GENERAL FOREMAN & LAYOUT MAN.** The Foreman, General Foreman and Layout Man wage rate effective June 1, 2014, will be issued as a supplement to this Agreement.
3. **APPRENTICES.** Effective June 1, 2014, the rates dues the apprentices shall be the appropriate percentage of the then applicable Journeyman Base Rate.

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| <p>EFFECTIVE THE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2015 THROUGH MAY 31, 2016</p> |
|--|

1. **JOURNEYMEN.** Effective June 1, 2015 the parties have agreed to a Gross Wage increase for the Journeyman

of \$1.50 per hour, to be allocated by the Union. The Journeyman wage rate effective June 1, 2015, will be issued as a supplement to this Agreement.

2. **FOREMAN, GENERAL FOREMAN & LAYOUT MAN.**

The Foreman, General Foreman and Layout Man wage rate effective June 1, 2015, will be issued as a supplement to this Agreement.

3. **APPRENTICES.** Effective June 1, 2015, the rates dues the apprentices shall be the appropriate percentage of the then applicable Journeyman Base Rate.

**EFFECTIVE THE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2016 THROUGH MAY 31, 2017**

1. **JOURNEYMEN.** Effective June 1, 2016 the parties have agreed to a Gross Wage increase for the Journeyman of \$1.50 per hour, to be allocated by the Union. The Journeyman wage rate effective June 1, 2016, will be issued as a supplement to this Agreement.

2. **FOREMAN, GENERAL FOREMAN & LAYOUT MAN.** The Foreman, General Foreman and Layout Man wage rate effective June 1, 2016, will be issued as a supplement to this Agreement.

3. **APPRENTICES.** Effective June 1, 2016, the rates dues the apprentices shall be the appropriate percentage of the then applicable Journeyman Base Rate.

**EFFECTIVE THE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER
JUNE 1, 2017 THROUGH MAY 31, 2018**

1. **JOURNEYMEN.** Effective June 1, 2017 the parties have agreed to a Gross Wage increase for the Journeyman of \$0.95 per hour, to be allocated by the Union. The Journeyman wage rate effective June 1, 2017, will be issued as a supplement to this Agreement.

2. **FOREMAN, GENERAL FOREMAN & LAYOUT MAN.**

The Foreman, General Foreman and Layout Man wage rate effective June 1, 2017, will be issued as a supplement to this Agreement.

3. **APPRENTICES.** Effective June 1, 2017, the rates dues the apprentices shall be the appropriate percentage of the then applicable Journeyman Base Rate.

B. **Health and Welfare.** The Employer shall pay six dollars and fifty-five cents (\$6.55) per hour for all hours worked by each Employee covered by this Agreement to the Michigan Regional Council of Carpenters Employee Benefits Fund, hereinafter called Health and Welfare Fund. The Employer shall also pay \$.40 per hour for all hours worked by each Employee covered by this Agreement to the Michigan Regional Council of Carpenters Employee Benefits Fund Supplemental Health and Welfare Fund. The Employer shall also pay \$.10 per hour for all hours worked by each Employee covered by this Agreement to said Michigan Regional Council of Carpenters Employee Benefits Fund for purposes of establishing a medical reimbursement account (MRA). These contributions shall be computed for all hours paid, regardless of whether the Employee was working for straight time or overtime. During the term of this Agreement, the Union will reallocate sufficient money from the schedule of wages to provide Union Employees with Union sponsored group health care plan coverage that satisfies the minimum essential coverage and minimum value requirements, and that provides full-time Employees affordable health care benefits, all as determined under applicable federal law, including the PPACA, so that contributing Employers shall not be subject to any claims, fees, penalties or excise taxes, however designated, under the PPACA's "Employer Shared Responsibility" provisions, or any other similar claims, fees, taxes or penalties imposed under the PPACA with respect to the Union Employees covered by this Agreement. If a dispute arises concerning this provision, the parties agree that the Employer may, after attempting to resolve the dispute through the grievance process outlined in Article VIII-E, immediately seek legal or equitable relief from a court of competent jurisdiction without first submitting the issue to arbitration as required in Article VIII-F.

C. **Vacation and Holiday.** Effective October 1, 2006, the Vacation contribution is eliminated in its entirety, and the amount of the Vacation contribution in each classification is transferred into the Base Wage without reduction.

D. **Pension.** The Employer shall pay 48.56 % 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, or such other Fund designated by the Union, hereinafter called Pension Fund.

E. **Excess Benefit (Pension) Fund.** The Employer 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 Employer'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 of the Code are eliminated or modified such that no current, past or future participant will be affected 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 same is extended thereafter by its Trustees.

F. **IRS Section 415.** To the extent necessary in order to meet so-called IRS Section 415 limitations, an affected Employee may

are in effect and such suspension shall not affect the operation of any such provisions covered by the Underlying Agreement to which said law is not applicable, nor shall it affect the remainder of the provisions of the Underlying Agreement within the limits to which such law is applicable.

AGREEMENT

This Agreement shall remain in full force and effect until May 31, 2018. The Employer and Union, recognizing that the Union desires to maintain uniform wage scales and fringe benefits for those it represents and bargains on an area-wide basis with the Employer association; agree that, unless either party notifies the other to the contrary by registered mail at least sixty (60), but no more than ninety (90), days prior to the expiration date of this Agreement or any subsequent Agreement:

1. The Employer will continue, in full force and effect, to abide by the provisions of this Agreement or any subsequent agreement beyond its expiration date;
2. The Employer will be bound by and adopt retroactive to the latest expiration date, the wage package, including fringe benefit contributions which the Union establishes through these negotiations with the employer association;
3. The Employer agrees to execute upon the request of the Union a copy of an agreement covering the unchanged portions of its expired agreement as modified by the wage and fringe benefit contribution adjustments negotiated by the Union and the Employer association. The failure of the Union to request execution of the agreement shall, however, in no way affect the undersigned Employer's adoption of it and obligation to abide by its terms.
4. In consideration of these undertakings by the Employer, the Union agrees not to strike the Employer while the agreement is being completed unless the Employer violates its duty to maintain existing terms and conditions and to enter into the aforementioned agreements with the Employer and to abide by their terms.

If the notice referred to in the above paragraph is timely sent by either party, this Agreement or any subsequent agreement shall be subject to amendment and change following the agreement's expiration date by negotiation of the parties and any new or amended agreement reached shall be effective retroactive to the expiration date.

(Company Name)

By _____
(Signature)

(Title)

(Address)

(Phone)

Date _____

Company Tax Identification No. _____

Workers' Compensation Insurance No. _____

Insurance Carrier _____

Policy Expiration Date _____

Unemployment Compensation Insurance Identification No.

Contractor's State License Identification No. _____

Carpenters Fringe Benefit Code No. _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

BY: _____
Its Authorized Representative

MICHIGAN EXHIBIT PRODUCERS ASSOCIATION

BY: _____
On Behalf of MEPA by Member George P, Johnson Company

BY: _____
On Behalf of MEPA by Member HB Stubbs Company LLC East

BY: _____
On Behalf of MEPA by Member EWI Worldwide, Inc.

2012 – 2019 CARPENTERS' AGREEMENT

2012 - 2019 CARPENTERS' AGREEMENT

This Agreement made as of June 1, 2012, and as amended and extended on March 22, 2013 by and between the Construction Association of Michigan, hereinafter called the "Association," representing those Employers who have appointed the Association as their collective bargaining agent, who are hereinafter called "Employer," and the Michigan Regional Council of Carpenters, which has jurisdiction in the entire State of Michigan and all off-shore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union," and its successors, and any additional counties which may be added to the union through reorganization of the State of Michigan.

The current underlying Agreement, which was set to expire on May 31, 2016, is hereby amended effective March 22, 2013. The terms and conditions of the Amended Agreement are contained herein, and include an extension of the underlying Agreement, which shall now expire on May 31, 2019.

The geographic territory governed by this Agreement consists of Wayne, Oakland, Macomb, Sanilac, St. Clair, Washtenaw and Monroe Counties and the Townships of Brighton, Deerfield, Genoa, Green Oaks, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla in Livingston County and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employer, his employees and the Union, and to establish an understanding relative to gross wages, hours of work, and all other conditions of employment so that the Employer, his employees and the Union may all profit from the fair and stable conditions in the industry which will result therefrom;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

hours of instruction each calendar year. The Labor-Management Productivity and Training Committee will determine which classes qualify.

16. **Labor/Management Forum.** A Labor/Management Forum, comprised of an equal number Union and Association representatives, is established for the purpose of discussing and resolving issues confronting the industry. The Forum will meet at least 90 days prior to the effective date of future wage increases to review the financial status of the fringe benefit funds.

17. **Market Recovery.** To enable Employers to compete more effectively, it is agreed that the Labor/Management Forum will meet to negotiate market recovery wage rates and/or working conditions on a job-by-job basis or on an area basis. The Union shall provide notification to the Association of all market recovery rates within 48 hours upon written request.

ARTICLE IV Equal Treatment

1. The Union shall not knowingly permit its members to work for any Employer who does not have an Agreement with the Union.

2. If during the term of this Agreement, the Union has a collective bargaining agreement with any other employer engaged in construction work within the geographic jurisdiction of this Agreement as done by the employers that contains terms and conditions more favorable than those contained herein, the Union agrees that such more favorable terms or conditions shall automatically become a part of this Agreement replacing those herein which are less favorable. In addition, the Union shall notify and provide the Association with a copy of any Agreements within 48 hours upon written request.

3. Should an Employer covered by this Agreement engage in any work within the geographic jurisdiction of this Agreement (including specialty work and/or home building work) covered by other current existing agreements between the Union and other Employers engaged in that work, then that Employer shall be required to comply with such Agreement covering such work. If there is a question on the status of any Employer such question shall be submitted to the Joint Settlement Board for determination.

5. **Travel.** When an employee agrees to be sent out of the territorial jurisdiction of the Union by the Employer he shall receive all authorized expenses and either the scale or wages in the locality or in this Agreement.

6. **Coffee Break.** Each Employee shall be allowed to take a coffee break near his work station once during the first four (4) hour work period and once during the second four (4) hour work period. The breaks will be ten minutes allowed during the middle 60 minutes of the work periods at specific times determined by the Employer and need not be at the same time for all Employees. The Union agrees that this will not be abused.

ARTICLE IX

Wages and Fringe Benefit Contributions

The gross wage shown in these schedules includes required payments for Wages, Vacation and Holiday, Insurance, Pension and Dues Assessment contributions. Failure to pay the Base Wage and the funded fringe benefit contributions when due is payment of less than the Gross Wage and shall constitute a status of delinquency and a violation of this Agreement. The Union shall withhold its members from Employers who are thus in violation: In the event any Employer is delinquent in the payment of Wages or his contributions to the Insurance, Pension, Vacation and Holiday, Apprenticeship, Dues Assessment or Labor-Management Productivity and Training Funds, the Union, after giving the Employer and the Association twenty-four (24) hours notice (excluding Saturday, Sunday and Holidays) by certified mail or telegram, of such delinquency, shall have the right to take strike action against such Employer, notwithstanding any other provision of this Agreement.

1. The minimum rate of wages for Foremen, Journeymen, and Apprentice Carpenters shall be defined as follows:

Zone 1 consists of Macomb, Monroe, Oakland, St. Clair and Wayne Counties.

Zone 2 consists of Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla.

Note: For all wage classifications, if your company has not either posted a fringe benefit bond or made a cash deposit with the Carpenter Guaranty Fund in accordance with Article XI, "Security Deposit," you must pay the GUARANTY

FUND CONTRIBUTION of TEN CENTS (\$.10) per hour for all hours worked by each Employee covered by this Agreement in addition to the wages stated below. Only those contractors who have posted a fringe benefit bond or made a cash deposit do not pay the Guaranty Fund contribution.

EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013

ZONE 1 – JOURNEYMAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|---|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$29.41 | \$31.37 | \$33.61 |
| *Special Assessment Fund (F) | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (F)..... | .10 | .10 | .10 |
| Insurance (F) | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F) | .50 | .50 | .50 |
| Pension – 48.83% of Base Wage (F)..... | 14.36 | 15.32 | 16.41 |
| Annuity Fund – 5.03% of Base Wage (Funded) | 1.48 | 1.58 | 1.69 |
| GROSS WAGE..... | \$52.75 | \$55.77 | \$59.21 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Apprentice Reimb. Fund (F)... | .12 | .12 | .12 |
| Labor/Mgmt. Prod. & Trng. (F) | .07 | .07 | .07 |
| Industry Advancement Prog. (F) | .10 | .10 | .10 |
| Guaranty Fund – (F) | .10 | .10 | .10 |
| TOTAL | \$53.31 | \$56.33 | \$59.77 |

* Denotes Taxable Items (F) – Funded

EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013

ZONE 1 - CARPENTER FOREMAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$30.80 | \$32.85 | \$35.20 |
| *Special Assessment Fund (F)..... | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F)..... | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (F)..... | .10 | .10 | .10 |
| Insurance (F)..... | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F)..... | .50 | .50 | .50 |
| Pension – 48.83% of Base Wage (F)..... | 15.04 | 16.04 | 17.19 |
| Annuity Fund – 5.03% of Base Wage (Funded)..... | 1.55 | 1.65 | 1.77 |
| GROSS WAGE..... | \$54.89 | \$58.04 | \$61.66 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Apprentice Reimb. Fund (F)..... | .12 | .12 | .12 |
| Labor/Mgmt. Prod. & Trng. (F)..... | .07 | .07 | .07 |
| Industry Advancement Prog. (F)..... | .10 | .10 | .10 |
| Guaranty Fund – (funded)..... | .10 | .10 | .10 |
| TOTAL..... | \$55.45 | \$58.60 | \$62.22 |

ZONE 1 - CARPENTER LAYOUT MAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--------------------------------------|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$30.52 | \$32.55 | \$34.88 |
| *Special Assessment Fund (F) | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (F)..... | .10 | .10 | .10 |
| Insurance (F) | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F) | .50 | .50 | .50 |
| Pension – 48.83% of | | | |
| Base Wage (F)..... | 14.90 | 15.89 | 17.03 |
| Annuity Fund – 5.03% of | | | |
| Base Wage (Funded) | 1.54 | 1.64 | 1.75 |
| GROSS WAGE..... | \$54.46 | \$57.58 | \$61.16 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Apprentice Reimb. Fund (F)... | .12 | .12 | .12 |
| Labor/Mgmt. Prod. & Trng. (F) | .07 | .07 | .07 |
| Industry Advancement Prog. (F) | .10 | .10 | .10 |
| Guaranty Fund – (funded)..... | .10 | .10 | .10 |
| TOTAL | \$55.02 | \$58.14 | \$61.72 |

EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013

ZONE 2 - JOURNEYMAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--------------------------------------|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$29.19 | \$31.14 | \$33.36 |
| *Special Assessment Fund (F) | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (funded) | .10 | .10 | .10 |
| Insurance (F) | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F) | .50 | .50 | .50 |
| Pension – 48.83% of | | | |
| Base Wage (F)..... | 14.25 | 15.21 | 16.29 |
| Annuity Fund – 5.03% of | | | |
| Base Wage (Funded) | 1.47 | 1.57 | 1.68 |
| GROSS WAGE..... | \$52.41 | \$55.42 | \$58.83 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Apprentice Reimb. Fund (F)... | .12 | .12 | .12 |
| Labor/Mgmt. Prod. & Trng. (F) | .07 | .07 | .07 |
| Industry Advancement Prog. (F) | .10 | .10 | .10 |
| Guaranty Fund – (funded)..... | .10 | .10 | .10 |
| TOTAL | \$52.97 | \$55.98 | \$59.39 |

ZONE 2 - CARPENTER FOREMAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--------------------------------------|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$30.58 | \$32.62 | \$34.95 |
| *Special Assessment Fund (F) | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (F)..... | .10 | .10 | .10 |
| Insurance (F) | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F) | .50 | .50 | .50 |
| Pension – 48.83% of | | | |
| Base Wage (F)..... | 14.93 | 15.93 | 17.07 |
| Annuity Fund – 5.03% of | | | |
| Base Wage (Funded) | 1.54 | 1.64 | 1.76 |
| GROSS WAGE..... | \$54.55 | \$57.69 | \$61.28 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Apprentice Reimb. Fund (F).... | .12 | .12 | .12 |
| Labor/Mgmt. Prod. & Trng. (F) | .07 | .07 | .07 |
| Industry Advancement Prog. (F) | .10 | .10 | .10 |
| Guaranty Fund – (funded)..... | .10 | .10 | .10 |
| TOTAL | \$55.11 | \$58.25 | \$61.84 |

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013**

ZONE 2 - CARPENTER LAYOUT MAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--------------------------------------|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$30.30 | \$32.32 | \$34.63 |
| *Special Assessment Fund (F) | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (F)..... | .10 | .10 | .10 |
| Insurance (F) | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F) | .50 | .50 | .50 |
| Pension – 48.83% of | | | |
| Base Wage (F)..... | 14.80 | 15.78 | 16.91 |
| Annuity Fund – 5.03% of | | | |
| Base Wage (Funded) | 1.52 | 1.63 | 1.74 |
| GROSS WAGE..... | \$54.12 | \$57.23 | \$60.78 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Apprentice Reimb. Fund (F).... | .12 | .12 | .12 |
| Labor/Mgmt. Prod. & Trng. (F) | .07 | .07 | .07 |
| Industry Advancement Prog. (F) | .10 | .10 | .10 |
| Guaranty Fund – (funded)..... | .10 | .10 | .10 |
| TOTAL | \$54.68 | \$57.79 | \$61.34 |

* Denotes Taxable Items (F) – Funded

Per the Michigan Regional Council of Carpenters by-laws, dues shall be deducted from the employee's base wage. The amount of the dues is included in the base wage as stated above (currently 4%).

Note: The Base Wage, Vacation & Holiday, Special Assessment Fund, Special Assessment Building Fund, and the U.B.C. Per Cap contributions are added together before payroll taxes are calculated. After taxes are calculated, the Vacation & Holiday and Special Assessment Fund contributions are deposited into their respective Fund. For an example, see last page of this booklet.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013
THROUGH MAY 31, 2014**

JOURNEYMAN

Effective June 2013 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 2013 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rates effective June 2013 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014
THROUGH MAY 31, 2015**

JOURNEYMAN

Effective June 2014 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 2014 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rates effective June 2014 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2015
THROUGH MAY 31, 2016**

JOURNEYMAN

Effective June 2015 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.35 per hour. The Journeyman Carpenter wage rate effective June 2015 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rates effective June 2015 will be issued as a supplement to this Agreement

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016
THROUGH MAY 31, 2017**

JOURNEYMAN

Effective June 2016 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 2016 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rates effective June 2016 will be issued as a supplement to this Agreement

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2017
THROUGH MAY 31, 2018**

JOURNEYMAN

Effective June 2017 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 2017 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rates effective June 2017 will be issued as a supplement to this Agreement

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2018
THROUGH MAY 31, 2019**

JOURNEYMAN

Effective June 2018 the parties have agreed to a Gross Wage increase for the Journeyman Carpenter of \$1.10 per hour. The Journeyman Carpenter wage rate effective June 2018 will be issued as a supplement to this Agreement.

CARPENTER FOREMAN & CARPENTER LAYOUT MAN

The Carpenter Foreman and Layout Man wage rates effective June 2018 will be issued as a supplement to this Agreement

During the term of this Agreement, the Union will reallocate money from the schedule of wages to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

LIGHT COMMERCIAL WAGE RATE

The Light Commercial Wage Rate shall apply to the following:

- Economy hotels and motels three (3) stories and under
- Funeral homes
- Stand alone restaurants, gas stations, bars, and nightclubs
- One (1) story privately owned medical or dental facilities
- Apartments and condominiums three (3) stories and under
- Senior centers, nursing homes, and assisted living residences three (3) stories and under
- Wood frame office buildings three (3) stories and under
- Privately funded K-12 school buildings which are not owned or operated or otherwise overseen by public school boards

Light Commercial wages will NOT apply to:

- National Maintenance Agreements
- General President's Agreements
- Project Labor Agreements
- Prevailing Wage/Davis Bacon Law
- Concrete Tilt Up Wall
- Student housing over three (3) stories

Prevailing Wage Work: The Employer can pay the most recently published prevailing wage rates in counties where the MRCC contract prevails. Such rates will automatically be set at the applicable prevailing wage rate as they are published by the Federal Government, or the State of Michigan so long as they maintain and publish such rates. The foregoing shall not apply in counties in which the MRCC Carpenters' wage rate does not prevail.

The Light Commercial construction will be included in the Agreement at the following rate:

| | | |
|----------------------------------|---|---------|
| Base Wage | . | \$23.15 |
| Special Assessment Building Fund | | \$0.10 |
| Health & Welfare | . | \$5.00 |
| Pension | . | \$4.19 |
| Annuity Fund | . | \$0.10 |
| LMPT Fund | . | \$0.10 |
| Apprenticeship Fund | . | \$0.21 |
| Industry Advancement | . | \$0.15 |
| UBC Fund | . | \$0.15 |
| TOTAL PACKAGE | . | \$33.15 |

If the multi-family rate is adjusted the above rate would be adjusted accordingly

Effective June 2013 the parties have agreed to a total package increase for Light Commercial construction of \$1.00 per hour.

**ZONE 1
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013
Day Shift**

| | <u>Base Wage</u> | <u>Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Train</u> | <u>Insur</u> | <u>48.83% Pens</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr.</u> | <u>Reimb</u> | <u>LMPT</u> | <u>IAP</u> | <u>Total</u> |
|----------------|----------------------|-----------------------|-------------------------|----------------------|--------------|------------------------|----------------------|-----------------------|--------------|--------------|-------------|------------|--------------|
| 1st 6 mo (55%) | \$16.18 | .30 | .05 | .10 | 7.05 | 7.90 | .81 | 32.39 | .17 | .12 | .07 | .10 | \$32.85 |
| 2nd 6 mo (55%) | \$16.18 | .30 | .05 | .10 | 7.05 | 7.90 | .81 | 32.39 | .17 | .12 | .07 | .10 | \$32.85 |
| 3rd 6 mo (60%) | \$17.65 | .30 | .05 | .10 | 7.05 | 8.62 | .89 | 34.66 | .17 | .12 | .07 | .10 | \$35.12 |
| 4th 6 mo (65%) | \$19.12 | .30 | .05 | .10 | 7.05 | 9.34 | .96 | 36.92 | .17 | .12 | .07 | .10 | \$37.38 |
| 5th 6 mo (70%) | \$20.59 | .30 | .05 | .10 | 7.05 | 10.05 | 1.04 | 39.18 | .17 | .12 | .07 | .10 | \$39.64 |
| 6th 6 mo (75%) | \$22.06 | .30 | .05 | .10 | 7.05 | 10.77 | 1.11 | 41.44 | .17 | .12 | .07 | .10 | \$41.90 |
| 7th 6 mo (80%) | \$23.53 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.70 | .17 | .12 | .07 | .10 | \$44.16 |
| 8th 6 mo (85%) | \$25.00 | .30 | .05 | .10 | 7.05 | 12.21 | 1.26 | 45.97 | .17 | .12 | .07 | .10 | \$46.43 |

*Taxable

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$.30 includes \$.10 for the Building Fund.

DUES DEDUCTION – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (4.00%).

Note: Guaranty Fund (funded) – The GF contribution is paid only by employers who have not posted a Fringe Bond or a Cash Deposit with the Guaranty Fund.

**ZONE 1
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013
2nd Shift**

| | <u>Base Wage</u> | <u>Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Train</u> | <u>Insur</u> | <u>48.83% Pens</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr</u> | <u>Reimb</u> | <u>LMPT</u> | <u>IAP</u> | <u>Total</u> |
|----------------|----------------------|-----------------------|-------------------------|----------------------|--------------|------------------------|----------------------|-----------------------|-------------|--------------|-------------|------------|--------------|
| 1st 6 mo (55%) | \$17.25 | .30 | .05 | .10 | 7.05 | 8.42 | .87 | 34.04 | .17 | .12 | .07 | .10 | \$34.50 |
| 2nd 6 mo (55%) | \$17.25 | .30 | .05 | .10 | 7.05 | 8.42 | .87 | 34.04 | .17 | .12 | .07 | .10 | \$34.50 |
| 3rd 6 mo (60%) | \$18.82 | .30 | .05 | .10 | 7.05 | 9.19 | .95 | 36.46 | .17 | .12 | .07 | .10 | \$36.92 |
| 4th 6 mo (65%) | \$20.39 | .30 | .05 | .10 | 7.05 | 9.96 | 1.03 | 38.88 | .17 | .12 | .07 | .10 | \$39.34 |
| 5th 6 mo (70%) | \$21.96 | .30 | .05 | .10 | 7.05 | 10.72 | 1.10 | 41.28 | .17 | .12 | .07 | .10 | \$41.74 |
| 6th 6 mo (75%) | \$23.53 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.70 | .17 | .12 | .07 | .10 | \$44.16 |
| 7th 6 mo (80%) | \$25.10 | .30 | .05 | .10 | 7.05 | 12.26 | 1.26 | 46.12 | .17 | .12 | .07 | .10 | \$46.58 |
| 8th 6 mo (85%) | \$26.66 | .30 | .05 | .10 | 7.05 | 13.02 | 1.34 | 48.52 | .17 | .12 | .07 | .10 | \$48.98 |

*Taxable

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$.30 includes \$.10 for the Building Fund.

DUES DEDUCTION – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (4.00%).

Note: Guaranty Fund (funded) – The GF contribution is paid only by employers who have not posted a Fringe Bond or a Cash Deposit with the Guaranty Fund.

**ZONE 1
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013
3rd Shift**

| | <u>Base Wage</u> | <u>Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Train</u> | <u>Insur</u> | <u>48.83% Pens</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr</u> | <u>Reimb</u> | <u>LMPT</u> | <u>IAP</u> | <u>Total</u> |
|----------------|----------------------|-----------------------|-------------------------|----------------------|--------------|------------------------|----------------------|-----------------------|-------------|--------------|-------------|------------|--------------|
| 1st 6 mo (55%) | \$18.49 | .30 | .05 | .10 | 7.05 | 9.03 | .93 | 35.95 | .17 | .12 | .07 | .10 | \$36.41 |
| 2nd 6 mo (55%) | \$18.49 | .30 | .05 | .10 | 7.05 | 9.03 | .93 | 35.95 | .17 | .12 | .07 | .10 | \$36.41 |
| 3rd 6 mo (60%) | \$20.17 | .30 | .05 | .10 | 7.05 | 9.85 | 1.01 | 38.53 | .17 | .12 | .07 | .10 | \$38.99 |
| 4th 6 mo (65%) | \$21.85 | .30 | .05 | .10 | 7.05 | 10.67 | 1.10 | 41.12 | .17 | .12 | .07 | .10 | \$41.58 |
| 5th 6 mo (70%) | \$23.53 | .30 | .05 | .10 | 7.05 | 11.49 | 1.18 | 43.70 | .17 | .12 | .07 | .10 | \$44.16 |
| 6th 6 mo (75%) | \$25.21 | .30 | .05 | .10 | 7.05 | 12.31 | 1.27 | 46.29 | .17 | .12 | .07 | .10 | \$46.75 |
| 7th 6 mo (80%) | \$26.89 | .30 | .05 | .10 | 7.05 | 13.13 | 1.35 | 48.87 | .17 | .12 | .07 | .10 | \$49.33 |
| 8th 6 mo (85%) | \$28.57 | .30 | .05 | .10 | 7.05 | 13.95 | 1.44 | 51.46 | .17 | .12 | .07 | .10 | \$51.92 |

*Taxable

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$.30 includes \$.10 for the Building Fund.

DUES DEDUCTION – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (4.00%).

Note: Guaranty Fund (funded) – The GF contribution is paid only by employers who have not posted a Fringe Bond or a Cash Deposit with the Guaranty Fund.

**ZONE 2
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013
Day Shift**

| | <u>Base Wage</u> | <u>Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Train</u> | <u>Insur</u> | <u>48.83% Pens</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr</u> | <u>Reimb</u> | <u>LMPT</u> | <u>IAP</u> | <u>Total</u> |
|----------------|----------------------|-----------------------|-------------------------|----------------------|--------------|------------------------|----------------------|-----------------------|-------------|--------------|-------------|------------|--------------|
| 1st 6 mo (55%) | \$16.05 | .30 | .05 | .10 | 7.05 | 7.84 | .81 | 32.20 | .17 | .12 | .07 | .10 | \$32.66 |
| 2nd 6 mo (55%) | \$16.05 | .30 | .05 | .10 | 7.05 | 7.84 | .81 | 32.20 | .17 | .12 | .07 | .10 | \$32.66 |
| 3rd 6 mo (60%) | \$17.51 | .30 | .05 | .10 | 7.05 | 8.55 | .88 | 34.44 | .17 | .12 | .07 | .10 | \$34.90 |
| 4th 6 mo (65%) | \$18.97 | .30 | .05 | .10 | 7.05 | 9.26 | .95 | 36.68 | .17 | .12 | .07 | .10 | \$37.14 |
| 5th 6 mo (70%) | \$20.43 | .30 | .05 | .10 | 7.05 | 9.98 | 1.03 | 38.94 | .17 | .12 | .07 | .10 | \$39.40 |
| 6th 6 mo (75%) | \$21.89 | .30 | .05 | .10 | 7.05 | 10.69 | 1.10 | 41.18 | .17 | .12 | .07 | .10 | \$41.64 |
| 7th 6 mo (80%) | \$23.35 | .30 | .05 | .10 | 7.05 | 11.40 | 1.17 | 43.42 | .17 | .12 | .07 | .10 | \$43.88 |
| 8th 6 mo (85%) | \$24.81 | .30 | .05 | .10 | 7.05 | 12.11 | 1.25 | 45.67 | .17 | .12 | .07 | .10 | \$46.13 |

*Taxable

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$.30 includes \$.10 for the Building Fund.

DUES DEDUCTION – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (4.00%).

Note: Guaranty Fund (funded) – The GF contribution is paid only by employers who have not posted a Fringe Bond or a Cash Deposit with the Guaranty Fund.

**ZONE 2
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013
2nd Shift**

| | <u>Base Wage</u> | <u>Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Train</u> | <u>Insur</u> | <u>48.83% Pens</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr</u> | <u>Reimb</u> | <u>LMPT</u> | <u>IAP</u> | <u>Total</u> |
|----------------|----------------------|-----------------------|-------------------------|----------------------|--------------|------------------------|----------------------|-----------------------|-------------|--------------|-------------|------------|--------------|
| 1st 6 mo (55%) | \$17.13 | .30 | .05 | .10 | 7.05 | 8.36 | .86 | 33.85 | .17 | .12 | .07 | .10 | \$34.31 |
| 2nd 6 mo (55%) | \$17.13 | .30 | .05 | .10 | 7.05 | 8.36 | .86 | 33.85 | .17 | .12 | .07 | .10 | \$34.31 |
| 3rd 6 mo (60%) | \$18.68 | .30 | .05 | .10 | 7.05 | 9.12 | .94 | 36.24 | .17 | .12 | .07 | .10 | \$36.70 |
| 4th 6 mo (65%) | \$20.24 | .30 | .05 | .10 | 7.05 | 9.88 | 1.02 | 38.64 | .17 | .12 | .07 | .10 | \$39.10 |
| 5th 6 mo (70%) | \$21.80 | .30 | .05 | .10 | 7.05 | 10.64 | 1.10 | 41.04 | .17 | .12 | .07 | .10 | \$41.50 |
| 6th 6 mo (75%) | \$23.36 | .30 | .05 | .10 | 7.05 | 11.41 | 1.18 | 43.45 | .17 | .12 | .07 | .10 | \$43.91 |
| 7th 6 mo (80%) | \$24.91 | .30 | .05 | .10 | 7.05 | 12.16 | 1.25 | 45.82 | .17 | .12 | .07 | .10 | \$46.28 |
| 8th 6 mo (85%) | \$26.47 | .30 | .05 | .10 | 7.05 | 12.93 | 1.33 | 48.23 | .17 | .12 | .07 | .10 | \$48.69 |

*Taxable

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$.30 includes \$.10 for the Building Fund.

DUES DEDUCTION – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (4.00%).

Note: Guaranty Fund (funded) – The GF contribution is paid only by employers who have not posted a Fringe Bond or a Cash Deposit with the Guaranty Fund.

**ZONE 2
CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013
3rd Shift**

| | <u>Base Wage</u> | <u>Spec Assmt</u> | <u>*UBC Per Cap</u> | <u>UBC Train</u> | <u>Insur</u> | <u>48.83% Pens</u> | <u>5.03% Ann</u> | <u>Gross Wage</u> | <u>Appr</u> | <u>Reimb</u> | <u>LMPT</u> | <u>IAP</u> | <u>Total</u> |
|----------------|----------------------|-----------------------|-------------------------|----------------------|--------------|------------------------|----------------------|-----------------------|-------------|--------------|-------------|------------|--------------|
| 1st 6 mo (55%) | \$18.35 | .30 | .05 | .10 | 7.05 | 8.96 | .92 | 35.73 | .17 | .12 | .07 | .10 | \$36.19 |
| 2nd 6 mo (55%) | \$18.35 | .30 | .05 | .10 | 7.05 | 8.96 | .92 | 35.73 | .17 | .12 | .07 | .10 | \$36.19 |
| 3rd 6 mo (60%) | \$20.02 | .30 | .05 | .10 | 7.05 | 9.78 | 1.01 | 38.31 | .17 | .12 | .07 | .10 | \$38.77 |
| 4th 6 mo (65%) | \$21.68 | .30 | .05 | .10 | 7.05 | 10.59 | 1.09 | 40.86 | .17 | .12 | .07 | .10 | \$41.32 |
| 5th 6 mo (70%) | \$23.35 | .30 | .05 | .10 | 7.05 | 11.40 | 1.17 | 43.42 | .17 | .12 | .07 | .10 | \$43.88 |
| 6th 6 mo (75%) | \$25.02 | .30 | .05 | .10 | 7.05 | 12.22 | 1.26 | 46.00 | .17 | .12 | .07 | .10 | \$46.46 |
| 7th 6 mo (80%) | \$26.69 | .30 | .05 | .10 | 7.05 | 13.03 | 1.34 | 48.56 | .17 | .12 | .07 | .10 | \$49.02 |
| 8th 6 mo (85%) | \$28.36 | .30 | .05 | .10 | 7.05 | 13.85 | 1.43 | 51.14 | .17 | .12 | .07 | .10 | \$51.60 |

*Taxable

Insurance amount of \$7.05 is \$6.55 for Health & Welfare Insurance and \$.50 for the Health & Welfare Supplemental Fund. Special Assessment of \$.30 includes \$.10 for the Building Fund.

DUES DEDUCTION – Per the Michigan Regional Council By-Laws, dues shall be deducted from the employees Base Wage. The amount of the dues deduction is included in the Base Wage as stated above (4.00%).

Note: Guaranty Fund (funded) – The GF contribution is paid only by employers who have not posted a Fringe Bond or a Cash Deposit with the Guaranty Fund.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013 THROUGH MAY 31, 2014
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 2013 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014 THROUGH MAY 31, 2015
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 2014 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2015 THROUGH MAY 31, 2016
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 2015 will be issued as a supplement to this Agreement.

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016 THROUGH MAY 31, 2017
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 2016 will be issued as a supplement to this Agreement

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2017 THROUGH MAY 31, 2018
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 2017 will be issued as a supplement to this Agreement

**CARPENTER APPRENTICE RATES
EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2018 THROUGH MAY 31, 2019
Day Shift, 2nd Shift and 3rd Shift**

Apprentice wage rates effective June 2018 will be issued as a supplement to this Agreement

During the term of this Agreement, the Union will reallocate money from the schedule of wages to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereinafter described shall not constitute, nor be deemed, a new

agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

2. Health and Welfare. The Employer shall pay the amount specified in Article IX, 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 (also referred to as Insurance) contribution is calculated on all hours worked.

3. Pension. The Employer shall pay the percentage specified in Article IX, Paragraph 1 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 contribution is calculated on all hours paid.

Effective the first full pay period on or after June 1, 2013, the Pension Fund contribution, to the extent legally permissible under the Rehabilitation/Funding Improvement Plan in effect under the Pension Protection Act of 2006, as amended, during the term of this Agreement, shall be made on the basis of hours worked—not paid. The determination as to the permissibility of converting the pension contribution shall be made by the Pension Fund's Board of Trustees.

4. Annuity. The Employer shall pay the percentage specified in Article IX, Paragraph 1 of the actual hourly rate (but not less than the minimum base wage) of each employee covered by this Agreement to Carpenters Annuity Fund, Detroit and Vicinity, hereinafter called Annuity Fund. The Annuity contribution is calculated on all hours paid.

Effective the first full pay period on or after June 1, 2013, the Annuity Fund contribution shall be made on the basis of hours worked—not paid.

5. Apprenticeship and Training. The Employer shall pay the amount specified in Article IX, Paragraph 1 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 all hours worked.

3. The Union agrees that it will not hold any Employer liable for any acts of the agents of said Employer not authorized by said Employer. The Employer 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 Employer, whether or not the act of the Employer's agent so complained of by the Union was authorized, and if not authorized, the Employer agrees that he will take immediate steps to rectify the situation complained of.

4. It is further agreed and understood that the United Brotherhood of Carpenters and Joiners of America and the Michigan Regional Council of Carpenters, who have 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.

ARTICLE XVII **Survivability**

1. In the event any portion of the Underlying Agreement, as herein extended, is declared to be or becomes inoperative under State or Federal law, the balance of the Underlying Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Underlying Agreement, if requested by either party. That part of the Underlying Agreement which is declared to be in contradiction of said applicable laws shall be suspended in operation, solely within the limits to which said applicable laws are in effect and such suspension shall not affect the operation of any such provisions covered by the Underlying Agreement to which said law is not applicable, nor shall it affect the remainder of the provisions of the Underlying Agreement within the limits to which such law is applicable.

ARTICLE XVIII **Scope of Agreement**

1. This Agreement covers the entire understanding between the parties hereto governing the employment of Carpenters and the maintenance of employer/employee relationships. All provisions not covered by this Agreement must be negotiated between the parties.

2. This Agreement shall be binding on the Employer, its

successors and assigns. Employer will notify the Union thirty (30) days prior to any change in company name, ownership or address.

ARTICLE XIX Termination

1. This Agreement shall remain in full force and effect until June 1, 2019 and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement on such changes is reached prior to June 1, 2019, this Agreement shall be deemed to have terminated on June 1, 2019.

Provided, however, any individual Employer (but not the Association) may elect to opt out of this Agreement by providing no less than 60 and not more than 90 days prior written notice to the Union by Certified Mail prior to December 31, 2017. If no new Collective Bargaining Agreement is reached by the Employer and Union at that time, the opt out shall be treated as a cessation of that Employer's obligation to make pension contributions, for withdrawal liability purposes under the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

CONSTRUCTION ASSOCIATION OF MICHIGAN

Ja _____
or Relations

**2012-2019
PILEDIVING AND CAISSON DRILLING AGREEMENT**

This Agreement made June 1, 2012, as amended and extended on March 22, 2013, by and between the Construction Association of Michigan, who is hereinafter called the "Association," representing those Employers who have appointed the Association as their collective bargaining agent, who are hereinafter called, "Employer," and the Michigan Regional Council of Carpenters, which has jurisdiction in the entire State of Michigan and all off-shore areas adjacent thereto extending to the territorial boundary lines of the United States, hereinafter called the "Union," and its successors, and any additional counties which may be added to the Union through reorganization of the State of Michigan.

The geographic territory governed by this Agreement consists of Wayne, Oakland, Macomb, Sanilac, St. Clair, Washtenaw and Monroe Counties and the Townships of Brighton, Deerfield, Genoa, Green Oaks, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla in Livingston County and all offshore areas adjacent thereto extending to the territorial boundary lines of the United States.

WHEREAS, it is the intent and purpose of the parties hereto to specify in this Agreement the wages, terms and working conditions of employment of employees performing pile-driving and caisson drilling work;

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the Employer and the Union agree as follows:

ARTICLE I

Scope of Agreement

1. The Carpenters' Agreement as of June 1, 2012, as amended and extended on March 22, 2013, by and between the parties hereto is incorporated by reference into this Agreement with the exception of Article VII, "Apprentices," and Article XIII, "Show-Up Time," of the Carpenter Agreement. The words "Pile-driver" and "pile-driving" shall be substituted in place of the words "Carpenter" and "carpentry" in Article I, Paragraph 1, and Article II thereof.

2. The following terms and conditions shall apply with respect to work performed by employees covered by this Agreement.

Zone 2 consists of Sanilac and Washtenaw Counties, and in Livingston County the townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013**

ZONE 1 - PILEDRIVER JOURNEYMAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$29.41 | \$31.37 | \$33.61 |
| *Special Assessment Fund (F)..... | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F)..... | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (funded)..... | .10 | .10 | .10 |
| Insurance (F)..... | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F)..... | .50 | .50 | .50 |
| Pension – 32.50% of Base Wage (F)..... | 14.36 | 15.32 | 16.41 |
| Annuity Fund – 5.58% of Base Wage (Funded)..... | 1.48 | 1.58 | 1.69 |
| GROSS WAGE..... | \$52.75 | \$55.77 | \$59.21 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Labor/Mgmt. Prod. & Trng. (F)..... | .07 | .07 | .07 |
| Industry Advancement Prog. (F)..... | .10 | .10 | .10 |
| TOTAL..... | \$53.09 | \$56.11 | \$59.55 |

ZONE 1 - PILEDRIVER FOREMAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|--|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$31.08 | \$33.15 | \$35.52 |
| *Special Assessment Fund (F)..... | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F)..... | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (funded)..... | .10 | .10 | .10 |
| Insurance (F)..... | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F)..... | .50 | .50 | .50 |
| Pension – 32.50% of Base Wage (F)..... | 15.18 | 16.19 | 17.34 |
| Annuity Fund – 5.58% of Base Wage (Funded)..... | 1.56 | 1.67 | 1.79 |
| GROSS WAGE..... | \$55.32 | \$58.51 | \$62.15 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Labor/Mgmt. Prod. & Trng. (F)..... | .07 | .07 | .07 |
| Industry Advancement Prog. (F)..... | .10 | .10 | .10 |
| TOTAL..... | \$55.66 | \$58.85 | \$62.49 |

* Denotes Taxable Items (F) – Funded

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013**

ZONE 2 - PILEDRIVER JOURNEYMAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|---|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$29.19 | \$31.14 | \$33.36 |
| *Special Assessment Fund (F) | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (funded) | .10 | .10 | .10 |
| Insurance (F) | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F) | .50 | .50 | .50 |
| Pension – 32.50% of Base Wage (F) | 14.25 | 15.21 | 16.29 |
| Annuity Fund – 5.58% of Base Wage (Funded) | 1.47 | 1.57 | 1.68 |
| GROSS WAGE | \$52.41 | \$55.42 | \$58.83 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Labor/Mgmt. Prod. & Trng. (F) | .07 | .07 | .07 |
| Industry Advancement Prog. (F) | .10 | .10 | .10 |
| TOTAL | \$52.75 | \$55.76 | \$59.17 |

ZONE 2 - PILEDRIVER FOREMAN

| | Day Shift Per Hour | 2nd Shift Per Hour | 3rd Shift Per Hour |
|---|-----------------------|-----------------------|-----------------------|
| *Base Wage..... | \$30.86 | \$32.92 | \$35.27 |
| *Special Assessment Fund (F) | .20 | .20 | .20 |
| *Special Assmt. Bldg. Fund (F) | .10 | .10 | .10 |
| *U.B.C. Per Cap (taxed)..... | .05 | .05 | .05 |
| U.B.C. Training (funded) | .10 | .10 | .10 |
| Insurance (F) | 6.55 | 6.55 | 6.55 |
| Supp. Insurance (F) | .50 | .50 | .50 |
| Pension – 32.50% of Base Wage (F) | 15.07 | 16.07 | 17.22 |
| Annuity Fund – 5.58% of Base Wage (Funded) | 1.55 | 1.66 | 1.77 |
| GROSS WAGE | \$54.98 | \$58.15 | \$61.76 |
| Apprenticeship (Funded)..... | .17 | .17 | .17 |
| Labor/Mgmt. Prod. & Trng. (F) | .07 | .07 | .07 |
| Industry Advancement Prog. (F) | .10 | .10 | .10 |
| TOTAL | \$55.32 | \$58.49 | \$62.10 |

* Denotes Taxable Items (F) – Funded

DUES DEDUCTION – The dues deduction specified on the monthly fringe benefit contribution form (presently 4% 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.

*The Base Wage, Vacation & Holiday and Special Assessment Fund contributions are added together before payroll taxes are calculated. After taxes are calculated, the Vacation & Holiday and Special Assessment Fund contributions are deposited into their respective Fund. For an example, see last page of this booklet.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013
THROUGH MAY 31, 2014**

PILEDRIIVER JOURNEYMAN – ZONE 1 AND ZONE 2

Effective June 2013 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.35 per hour. The Piledriver Journeyman and Foreman wage rates effective June 2013 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014
THROUGH MAY 31, 2015**

PILEDRIIVER JOURNEYMAN – ZONE 1 AND ZONE 2

Effective June 2014 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.35 per hour. The Piledriver Journeyman and Foreman wage rates effective June 2014 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2015
THROUGH MAY 31, 2016**

PILEDRIIVER JOURNEYMAN – ZONE 1 AND ZONE 2

Effective June 2015 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.35 per hour. The Piledriver Journeyman and Foreman wage rates effective June 2015 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2016
THROUGH MAY 31, 2017**

PILEDRIIVER JOURNEYMAN – ZONE 1 AND ZONE 2

Effective June 2016 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.10 per

hour. The Piledriver Journeyman and Foreman wage rates effective June 2016 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2017
THROUGH MAY 31, 2018**

PILEDRIIVER JOURNEYMAN – ZONE 1 AND ZONE 2
Effective June 2017 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.10 per hour. The Piledriver Journeyman and Foreman wage rates effective June 2017 will be issued as a supplement to this Agreement.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2018
THROUGH MAY 31, 2019**

PILEDRIIVER JOURNEYMAN – ZONE 1 AND ZONE 2
Effective June 2018 the parties have agreed to a Gross Wage increase for the Piledriver Journeyman of \$1.10 per hour. The Piledriver Journeyman and Foreman wage rates effective June 2018 will be issued as a supplement to this Agreement.

During the term of this Agreement, the Union will reallocate money from the schedule of wages, to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereinafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

**ARTICLE V
Travel**

1. The shipping point on which time shall be based is the Detroit City-County Building. All travel to be computed on a radius basis.

0-40 miles equals free zone.

Over 40 miles @ \$10.00/day.

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

4. **Piledriver Trainee:** When at least eight (8) piledrivers are working for an Employer a trainee may be employed if the Union is able to furnish the trainee. (Foreman to be included in the count of the employees.)

(a) Trainee shall be allowed to work in any work crew doing any type of work assigned him, until the trainee services are no longer required. After a two-year training period, the trainee shall become a full-time journeyman.

(b) Rate of pay for a trainee to be 55% of Journeyman's rate. After six months his rate of pay shall be increased to 65% of the applicable Journeyman's rate. After one year his rate shall be increased to 75% and after eighteen months his rate shall be increased to 85%.

(c) **Joint Training Committee:** This committee shall consist of three representatives from the Union and three representatives from the Association.

(d) **Fringe Benefits for Trainees:** The trainee shall receive the same fringe benefits as set forth for the Journeyman Piledriver.

5. **Upgrading:** The Union shall endeavor to upgrade the skills of members in specialty areas which are welding, cutting, burning and the administrative cost of handling this upgrading shall be funded from the apprenticeship contribution.

ARTICLE VIII

Divers

1. For Macomb, Monroe, Oakland, St. Clair, Wayne, Sanilac and Washtenaw Counties, and the Townships of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Oceola, Putnam, Tyrone and Unadilla in Livingston County, the minimum rate of wages for divers shall be as follows:

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2012
THROUGH MAY 31, 2013**

INDUSTRIAL WORK

| | Diver | Tender |
|-------------------------------------|---------|---------|
| *Base Wage..... | \$37.00 | \$29.50 |
| *Special Assessment Fund (F)..... | .20 | .20 |
| *Special Assmt Bldg Fund (F)..... | .10 | .10 |
| U.B.C. Per Cap (taxed)..... | .05 | .05 |
| U.B.C. Training (F)..... | .10 | .10 |
| Insurance (F)..... | 6.55 | 6.55 |
| Supp. Insurance (F)..... | .50 | .50 |
| Pension – 38.78% of | | |
| Base Wage (F)..... | 14.35 | 13.94 |
| Annuity Fund – 8.27% of | | |
| Base Wage (F)..... | 3.06 | 1.00 |
| GROSS WAGE..... | \$61.91 | \$51.94 |
| Apprenticeship (Funded)..... | .19 | .19 |
| Labor/Mgmt. Prod. & Trng. (F)..... | .07 | .07 |
| Industry Advancement Prog. (F)..... | .10 | .10 |
| TOTAL..... | \$62.27 | \$52.30 |

NON-INDUSTRIAL WORK

| | Diver | Tender |
|-------------------------------------|---------|---------|
| *Base Wage..... | \$22.00 | \$18.00 |
| *Special Assessment Fund (F)..... | .20 | .20 |
| *Special Assmt Bldg Fund (F)..... | .10 | .10 |
| U.B.C. Per Cap (taxed)..... | .05 | .05 |
| U.B.C. Training (F)..... | .10 | .10 |
| Insurance (F)..... | 4.95 | 4.95 |
| Pension (F) 39.27%..... | 8.64 | 8.45 |
| Annuity Fund (F) 4.09..... | .90 | .82 |
| GROSS WAGE..... | \$36.94 | \$32.67 |
| Apprenticeship (F)..... | .30 | .30 |
| Labor/Mgmt. Prod. & Trng. (F)..... | .07 | .07 |
| Industry Advancement Prog. (F)..... | .10 | .10 |
| TOTAL..... | \$37.41 | \$33.14 |

* Denotes Taxable Items
(F) – Funded

DUES DEDUCTION – The dues deduction specified on the monthly fringe benefit contribution form (presently 4% 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.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2013
THROUGH MAY 31, 2014**

The Diver wage rate effective June 2013 will be issued as a supplement to this Agreement. Industrial Divers will receive the percentage of the increase given to the Journeyman Carpenter under the parties' contract covering Commercial Carpentry. Non-industrial divers will receive an increase of \$1.15.

**EFFECTIVE FIRST FULL PAYROLL PERIOD
COMMENCING ON OR AFTER JUNE 1, 2014
THROUGH MAY 31, 2015**

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**EFFECTIVE FIRST FULL PAYROLL PERIOD
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THROUGH MAY 31, 2019**

The Diver wage rate effective June 2018 will be issued as a supplement to this Agreement. Industrial Divers will receive the percentage of the increase given to the Journeyman Carpenter under the parties' contract covering Commercial Carpentry. Non-industrial divers will receive an increase of \$1.15.

During the term of this Agreement, the Union will reallocate money from the schedule of wages, to the Pension Fund contribution to satisfy the Pension Fund contribution increases required by the Rehabilitation Plan as presently written, or as modified during the term of this Agreement. The above increases and the limited reopener hereinafter described shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect.

2(a) Fifty dollars (\$50.00) per day, regardless of hours worked, will be considered the payment for diver's equipment rental by the Employer, each and every day that the diver gets wet and uses his own equipment. The following equipment is needed on the jobsite to receive equipment rental pay:

| | |
|--------|--|
| Hat | Weights |
| Fins | Flashlight |
| Knife | Bailout System |
| Wrench | Wet, Dry and Hot Water Suit and Gloves |

(b) The diver's personal equipment shall be maintained and used according to the manufacturer's instructions, including annual inspections. All equipment must also be on-site, compatible with the Employer's systems and may be inspected each day by the jobsite diving supervisor.

3. If required to dive at any time during the day, the diver shall receive a full eight (8) hour day's diving pay which shall be for the diver's time and equipment rental if it meets the equipment requirements of Paragraph 2 above. The diver is expected to do whatever work is assigned following his diving duties.

4. When a diver is on stand-by, dressed out with his own equipment on-line, for any part of the day, he shall receive tender pay plus equipment rental. If required to dive at any

13. Divers and Tenders shall comply with all drug testing, employment rules and employment requirements of the U.S. Department of Transportation, U.S. Coast Guard and all other governmental agencies as they exist now or in the future, as well as with the M.U.S.T. Drug and Alcohol Screening Program as provided in the Carpenters Agreement.

14. First-year Apprentice Divers shall be paid 75% of the Diver Base Wage with full fringe benefit contributions. Second-year Apprentice Divers shall be paid 90% of the Diver Base Wage with full fringe benefit contributions. An Apprentice Diver is defined as a person who has received his Commercial Diving Certificate within the past two years. An Apprentice Diver must log at least 175 hours per year to progress to the second year. A Diver who has held his Commercial Diving Certificate for more than two years and who has logged at least 175 hours during each of two years performing industrial or non-industrial diving will not be classified

ARTICLE IX Termination

1. This Agreement shall remain in full force and effect until June 1, 2019 and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement on such changes is reached prior to June 1, 2019, this Agreement shall be deemed to have terminated on June 1, 2019.

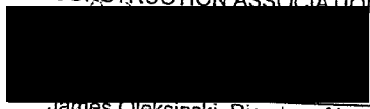
2. Provided, however, any individual Employer (but not the Association) may elect to opt out of this Agreement by providing no less than 60 and not more than 90 days prior written notice to the Union by Certified Mail prior to December 31, 2017. If no new Collective Bargaining Agreement is reached by the Employer and Union at that time, the opt out shall be treated as a cessation of that Employer's obligation to make pension contributions, for withdrawal liability purposes under the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper offices, duly authorized this 1st day of June, 2012, and amended on March 22, 2013.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS


Secretary/Treasurer

CONSTRUCTION ASSOCIATION OF MICHIGAN


James Oleksinski, Director of Labor Relations

2. **Wages, Fringe Benefit Contributions and Working Conditions.** The payment of wages and fringe benefit contributions for each respective Zone covered by this Addendum Agreement, as well as associated working conditions, shall be governed by the provisions of the applicable Collective Bargaining Agreement negotiated by the Union in such applicable Zone with any other association(s) or individual Employer(s), covering the same type of work. The foregoing notwithstanding, all Industry Promotion or Advancement contributions for work covered by this Addendum Agreement shall be paid to the Industry Advancement Program of the Association. Any increases in wages or fringe benefit contributions required by the applicable collective bargaining agreement(s) in the geographic area covered by this Addendum Agreement, shall be payable at the time and in the manner specified in such applicable collective bargaining Agreement(s).

3. **Equal Treatment.** With the exception of the Subcontracting Clause noted herein, it is the intention of the parties that Employers signatory to this Addendum have no greater obligations or less favorable terms or conditions imposed upon them than those terms or conditions of any other association(s) or individual employer(s), covering the same type of work in any applicable Zone. The equal treatment provisions of the Underlying Agreements (contained in Article IV "Equal Treatment" of the Carpenter Agreement and which is incorporated by reference into the Piledriving Agreement) shall apply to all work performed pursuant to this Addendum Agreement except for the subcontracting provisions (contained in Article V "Subcontracting" of the Carpenter Agreement and which is incorporated by reference into the Piledriving Agreement) of the Underlying Agreements. Such subcontracting provisions shall remain in full force and effect in the geographic areas covered by this Addendum Agreement and shall govern such conduct under this Addendum Agreement.

4. **Modification of Agreements.** Except as herein modified for Zones 3 through 10, the terms of the Underlying Agreement(s) shall remain in full force and effect for covered work performed in Zones 1 and 2, which will continue to be covered by the terms of the Underlying Agreement(s). Specifically, those Employers signatory only to either the Carpenter or the Pile Driving Underlying Agree-

ment (in Zones 1 and 2) but not to both, will not be deemed to be bound by both in Zones 1 and 2 by virtue of their execution of this Addendum Agreement. This Addendum Agreement can only be modified in writing, executed by both parties thereto.

5. **Termination.** This Agreement shall continue in full force and effect through July 31, 2019, and be automatically renewed from year to year thereafter, unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to the expiration date of this Addendum Agreement (including any subsequent extension periods) of its desire to change in any way or terminate this Addendum. Such written notice shall be sent by registered or certified mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement on such changes is reached prior to August 1, 2019, this Addendum shall be deemed to have terminated on August 1, 2019. The timing and manner of providing notices of any reopener under this Addendum shall follow those set forth for same, above. Notice need not be duplicated Zone by Zone, except in cases of a reopener in such Zone that contains an expiration date prior to this Addendum Agreement's expiration.

Should the wage and fringe benefit package negotiated by the Union and any other Employer(s) or association(s) expire in any Zone covered by this Addendum prior to the expiration of the Addendum's term, then this Addendum shall be subject to a limited reopener for the purpose of negotiating the wage and fringe benefit rates, terms and conditions in such Zone(s). If not so reopened, then the wage and fringe benefit rates, terms and conditions under this Addendum Agreement will be automatically modified to include and hereby incorporates any modifications in the wages, terms and conditions agreed to by the Union and any Association or individual Employer to any agreement covering the same craft and geographic jurisdiction as this Agreement, which shall then become binding on the Union and signatory Employer(s).

Should the wage and fringe benefit package expire in any Zone covered by this Addendum after the expiration of the Addendum's term, then same shall automatically be incorporated herein, unless this Addendum is reopened or modified to provide otherwise.

MICHIGAN REGIONAL COUNCIL OF CARPENTERS



Michael J. Jackson, Sr. Executive Secretary/Treasurer

CONSTRUCTION ASSOCIATION OF MICHIGAN



James Gieksinski, Director of Labor Relations