

# **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**

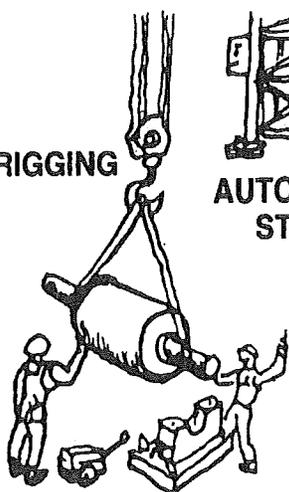
AND

**THE ASSOCIATED GENERAL CONTRACTORS  
OF MICHIGAN**

**June 1, 2019 through May 31, 2022**

**PLEASE RETAIN FOR YOUR RECORDS**

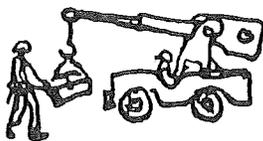
**RIGGING**



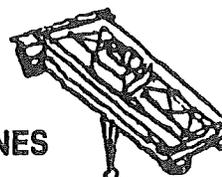
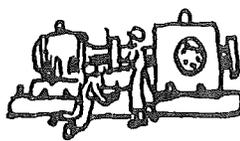
**AUTOMATED STORAGE RACKS**



**MOTOR DRIVE UNITS**



**CRANES**



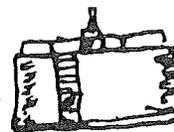
**AUTOMATION SYSTEMS**



# MILLWRIGHTS AND MACHINERY ERECTORS

LOCAL #1102 A.F.L.-C.I.O.  
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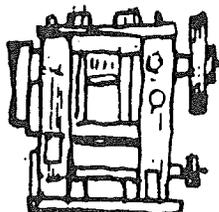
**ENGINEERING**



Financial Secretary & Director - *Michael Barnwell*  
Vice President & Assistant Business Agent - *John B. Skurya*  
Recording Secretary & Assistant Business Agent - *Paul Jewell*



**FLOOR CONVEYORS**

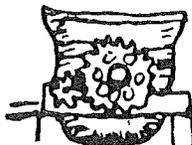
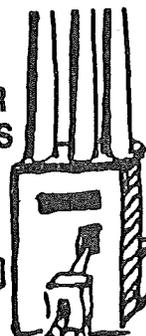


**PRESSES**

**OVERHEAD CONVEYORS**

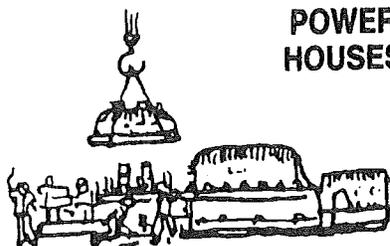


**POWER HOUSES**

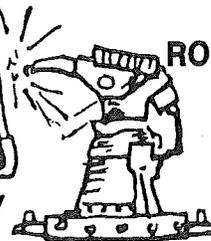


**STEEL MILLS**

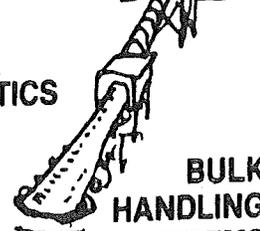
**TURBINES**



**ROBOTICS**



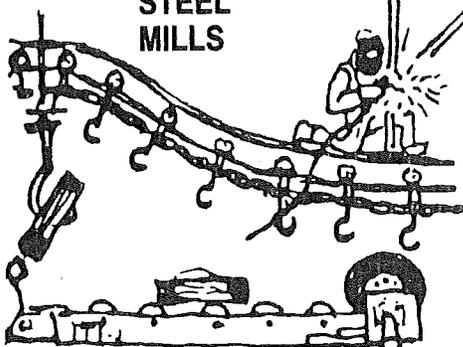
**BULK HANDLING SYSTEMS**



**ASSEMBLY LINES**



**AUTOMATED TIRE LINES**



## **FOREWORD**

In order to make for better understanding and improve relations between employers and members of the United Brotherhood of Carpenters and Joiners of America, this Agreement has been prepared and is to be distributed to employers and employees alike.

It contains the Contract entered into on March 20, 2019 and sets forth all of the Agreements covering hours of work, wages, and conditions of employment which will govern the signers until the Contract expires which will not be earlier than May 31, 2022.

This Contract should be read thoroughly by employees so that each may know his right and obligations under it. Preserve your copy.

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# 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 bargaining unit represented by the Union. The use of any masculine pronoun herein shall refer to either gender.

(B) 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 for the duration of his employment after seven (7) calendar days following the beginning of his employment by an Employer covered by this Agreement, or the effective date of this Agreement, whichever is later. No employee shall be penalized by the Employer for defending and upholding the contract provisions. In order to effectuate the operation of this provision, the Employer agree to notify the Union before starting a job.

(C) The Employer shall not discharge or discriminate against any employee for non-membership in the Union 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 if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(D) 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 in less than seven (7) days, then such shorter period of time shall immediately become operative notwithstanding the provisions of subparagraph (B) of this Article.

(E) The Union agrees to furnish competent workers upon the request of the Employer in accordance with this Agreement, provided no violation of the Agreement exists on the part of the Employer. A violation will be determined by the following settlement of dispute procedures.

### Settlement of Disputes

(F) There shall be a Joint Grievance Board, hereinafter called Board, composed of six (6) members; three (3) appointed by the Union

and three (3) appointed by the Michigan Conveyor Manufacturers Association (MCMA) and the Associated General Contractors of Michigan (AGC). MCMA and AGC jointly shall be referred to as the Association. The Association and the Union shall each appoint at least two (2) alternate members who may serve in the absence of a regular member or members appointed by that party.

(1) The Board shall select a Chairman and a Secretary. When the Chairman is selected from among the Union appointees the Secretary shall be selected from the Association appointees and vice-versa. The Board shall meet upon notice from the Secretary or Chairman. The Board shall consider and decide all grievances relating to conditions of employment or concerning the application and interpretation of the collective bargaining agreement between Employer members of the Association, the Employer and the Union. Each grievance submitted to the Board shall be in writing. The Board shall by majority vote, decide grievances within forty-eight (48) hours after the hearing.

(2) Any grievance that has not been satisfactorily settled in accordance with the provisions of section (1) above shall be submitted to arbitration before an impartial arbitrator selected by mutual agreement of the members of the Board. In the event the Board is unable, within five (5) days after such request, to agree upon an arbitrator, the American Arbitration Association shall select an impartial arbitrator from its Labor Panel, and his selection shall be treated as if the selection had been made by the Board. The procedure to be followed in submitting the dispute to the arbitrator shall be determined by the Board. In the event the Board is unable to agree on the procedure, the arbitrator shall follow the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties and judgment thereon may be entered in any Court of competent jurisdiction. The compensation and expenses of the arbitrator shall be borne equally by the Association (if the dispute involves a member thereof) or by the Employee and the Union. All other expenses shall be borne by the party incurring them.

(3) The grievance procedures are not intended and shall not be construed as qualifying, or making subject to change, any term or condition of employment specifically covered by the collective bargaining agreement, and shall not apply to any dispute over the terms or provisions to be incorporated in any proposed new agreement between the parties. Furthermore, the grievance procedure shall not be applicable to disputes involving vacation pay or contributions by the Employee to Millwrights Local Union 1102 Fringe Benefit Funds. Notwithstanding anything herein to the contrary, the Union shall retain the right to take such action, as it deems necessary, including the right to strike, in order to remedy an alleged delinquency in vacation pay or fringe benefit

contributions. In the event the Union strikes, the Employer shall be responsible to all affected employees for any losses they sustain, including loss of wages, resulting therefrom.

(4) Wages and overtime claims will be considered only for the thirty (30) day period prior to the filing of a grievance by the employee.

### **Union Jurisdiction**

(G) Only employees represented by the Union shall be assigned to perform work outlined in paragraphs 1 through 9 immediately below:

(1) All setting, aligning, leveling, anchoring, repairing, erecting, dismantling, maintaining and assembling of all machinery, all conveyors listed under terms and definitions for conveyors in the manual issued by the Michigan Conveyor Manufacturers Association, shafting, pulley sheaves, fly wheels, fans, blowers, car pullers, crushers, mixers, agitators, shakers, ovens, furnaces, scales, motors, turbines, air compressors, pumps, coal handling machinery, grain handling machinery, all presses, hydraulic or otherwise, grinding, boring, milling machines, shapers, lathes, drill presses, arbor presses, upsetters, cold headers, screw machines. All Fire Watch Standby or Fire Protection shall be performed by Millwrights when said is pertaining to Millwright Jurisdictional work or work that is traditionally done by Millwrights. All work with and on robotics, included but not limited to rigging, handling, installing, maintaining, programming and use of all stationary and or portable robots. This includes the use of all robots used in industry, including the nuclear field, and the machinery used in manufacturing, and all aligning and leveling of all machinery, conveyors, and all equipment mentioned in this paragraph by any means including, but not limited to, the use of computer aided technology, Theodolite technology. All laser aligning and leveling. Also all laser and photo or any other means of technology in qualifying machinery and tooling for said owner or vendor.

(2) All fabrications, fitting, erection, dismantling, and maintenance of conveyors, including screw, belt bucket, roller, gravity, slate, spiral, chute, angle or channel sliding or dray type, I-beam or free trolley type, power and free conveyors, inverted power and free conveyors, skiller conveyors, electrified (e.m.s.) Conveyors, systemation, flat top conveyors, uni-built and enclosed tubular conveyors, 2 strand, 3 strand and roller flight conveyors, power roll bed conveyors, shuttle conveyors, pendulum conveyors, baggage handling conveyors, light and heavy duty package conveyors, chip drag conveyors, to install and fabricate all safety guarding and highway guard. Any supports, braces, spreaders, headers-of-wood, steel pipe or fiber, whether riveted, bolted or welded construction necessary for the leveling, aligning or installation of said equipment. All reinforcing of trusses and existing steel pertaining to increasing kip loads for machinery and conveyor.

(3) All fabrication, erection, dismantling of monorail, tramrail, Lauden rail, Wilcox rail, trolleys and travelers for such rails whether power driven or otherwise. All hoists whether electric, air, steam or chain. Knight rail, underslung bridge cranes, kbk rail, uni built rail, Hollywood rail. Any support steel, hangers, or miscellaneous steel pertaining to tool rail, underslung bridge cranes and conveyor systems, necessary for installation of said equipment.

(4) The fabrication of machinery bases and motor bases of wood or steel, making and setting of all templates for all machinery requiring foundations and bolts. Setting of sole plates or sub-sole plates for all machinery. All rigging of any means, setting, alignment, maintenance and repair of all individual power units for residential and commercial applications.

(5) Rebabbing of all machinery and bearings, cuffing, welding, burning, drilling, tapping, shaping, threading and pressing of gears, bearings, brake drums, fly wheels on all machinery and mechanical equipment for all classes of manufacturing plants or mills, such as flour, paper, cotton, steel, rolling, feed, cement, fertilizer, chemical, ice, breweries, distilleries, bakeries, creameries, stone crushing, gravel washing, powerhouses, printing or plating plants.

(6) Handling such machinery and materials with such equipment as may be required, whether such machinery is on skids or in crates. Making of skids and crates, skidding and unskidding, crating and uncrating shall be the work of Millwrights. Finally, all work pertaining to machinery used for manufacturing purposes or amusement devices which will come with the evolution of time shall come under the Millwright's jurisdictional claim.

(7) The laying out, drilling and installation of anchor bolts and nuts, the cleaning and dressing of machined surfaces and component parts of machinery and mechanical equipment, the bolting of machinery and component parts of machinery.

(8) All work in the preparation and preservation of all equipment required, etc., as stated above whether for storage or other purposes and the maintenance of said preparation and preservation, and operation of hi-low/forklifts.

(9) Any and all maintenance work covered under Article 1 Union Jurisdiction or any additional work a signatory contractor awards to the Millwrights for efficiency or any other reason they deem reasonable (not) performed under a universal National Maintenance Agreement (NMA) or General Presidents Project Maintenance Agreement (GPPMA) will be solely the work of Millwrights Local 1102 craft, except where a specialty certification may apply.

(10) The parties shall be bound by agreements on jurisdiction between the United Brotherhood of Carpenters and Joiners of America and other National and International Unions.

### **Miscellaneous**

(H) Upon written request, the Employer shall make available to a designee of the Union, its payroll records for employees represented by the Union, for a period not to exceed twenty-four (24) months preceding the date of such request. The records shall be submitted for examination on the Employer's premises within thirty (30) days from the date of request.

(I) This Agreement covers the territorial jurisdiction of the Union consisting of the following twenty-six (26) counties of Michigan: Arenac, Bay, Clare, Clinton, Eaton, Genesee, Gladwin, Gratiot, Huron, Ingham, Isabella, Jackson, Lapeer, Lenawee, Livingston, Macomb, Midland, Monroe, Oakland, Saginaw, St. Clair, Sanilac, Shiawassee, Tuscola, Washtenaw and Wayne.

(J) A pre-job conference shall be held on each job if requested by the Union or the Employer.

## **ARTICLE II Employment**

(A) There shall be no restriction on the use of safe equipment, machinery or tools furnished by the Employer and operated by millwrights.

(B) The Employer shall make available for the exclusive use of millwrights an ample and safe, tool and clothes storage facility. A safe storage facility means a shanty, tool crib or gang box under lock and key to be used by millwrights only. If such storage facility is broken into or as a result of fire, a loss suffered by millwrights, then the Employer shall be held responsible, without proof of negligence,

and all lost tools or clothing shall be replaced by the Employer within fifteen (15) days.

In the event the Employer fails to provide a storage facility space as described above for millwrights and tools and clothes, and a loss occurs, he shall be required to replace any lost tools or clothes, or reimburse millwrights therefore within fifteen (15) days. Millwrights shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the Contractor, when not covered by manufacturer warranty.

Each millwright shall be required to furnish the Employer or his agent with an itemized, sworn statement of loss and further must be able to provide, upon request, an itemized list of tools together with the valuation thereof.

(C) Millwrights shall be allowed reasonable time to pick up Employer tools, wash up and change clothes on all jobs and all shifts.

(D) A conscientious effort shall be made by the Employer to employ members of the Union who are fifty (50) years of age and older.

(E) Millwrights shall not be required to pick up "Check-in brass" or punch a time clock on their own time.

(F) Proper drinking water shall be furnished by the Employer on all jobs, pursuant to the Michigan Safety Code.

(G) Suitable and sanitary toilet facilities shall be provided by the Employer on all jobs, pursuant to the Michigan Safety Code.

(H) Rubber gloves shall be furnished by the Employer when cleaning solvents or detergents are used that might be injurious to the employees.

(I) Employees will be allowed two non-organized nonalcoholic ten (10) minute beverage breaks in the area they are working when working shifts greater than eight (8) hours. If the shift is less than eight (8) hours, only one fifteen (15) minute nonalcoholic beverage break shall be permitted. The Union agrees that this shall definitely not be abused.

(J) In the event of a job site accident involving any millwright, the parties shall cooperate in the investigation of said accident. Each party shall be entitled to copies of reports, photographs and statements made by the other party at the job site accident and each party shall have a right to interview all witnesses and to conduct an independent investigation at the site of the injury. Material evidence at the site of the accident shall not be altered or removed until each party has had an opportunity to conduct a reasonable investigation. The Union shall designate the person who will act on its behalf in this matter.

(K) When Welding Tests are required as a condition of employment said tests shall be given on company time and paid for at the prevailing rate. The Employer shall furnish the welder with a copy of the Certification Papers if he remains on the job to its completion, or for thirty (30) days, whichever occurs first. When certification is required, welder's rate will be \$2.00 per hour over journeyman's base rate.

(L) To enable employees to satisfy the security requirements imposed on contractors by owners and government agencies, employees shall have proper identification in their possession on the date of hire. Proper identification consists of either a U.S. passport, or any two of the following: driver's license, voter registration card, birth certificate, or Social Security card.

(M) When a Millwright is laid off the following provisions shall prevail:

(1) When an employee is laid off or discharged on Monday

through Friday at the end of his regular shift, he shall be paid off in full on the job.

(2) When an employee is laid off or discharged on Monday through Friday during overtime hours or at a time other than at the end of his regular shift, the Employer may pay off the employee by mailing his final check without penalty by the end of the next business day.

(3) When an employee is laid off or discharged on Saturday, Sunday or a Holiday, the Employer may pay off the employee by mailing his final check (postmarked) without penalty by the end of the second business day.

(4) In the event the Millwright is not paid as required above, the employees not receiving proper wages of pay at the time of "layoff" shall be entitled to receive four (4) hours of compensation at the proper straight time rate of pay for each twenty-four (24) hour waiting period or a portion thereof.

(5) A temporary work stoppage for reasons other than weather and not exceeding one workday will not be considered a lay off.

(6) When a millwright is discharged or laid off, his time shall not cease until at least one hour after time he is given notice of his discharge or layoff by his immediate Foreman on the job.

(7) At the time of discharge or layoff, the millwright shall be presented with a severance slip showing cause for severance, also Vacation and Holiday not shown on previous statements prior to discharge or layoff. Employers agree to either put address on check stubs, or put address on severance slips, or include an address sheet with layoff check.

(8) The Employer may pay covered Employees by way of direct deposit and if the Employee refuses to sign up for same, the Employer will not be held accountable for layoff/payoff four (4) hour pay as long as the check is mailed by the next available business day.

### ARTICLE III

#### Millwright Foreman and General Foremen

(A) There shall be a Millwright Foreman, hereinafter referred to as Foreman, on all jobs requiring millwrights. A foreman may work alone, providing he is acting as a supervisory employee or performing pre-job planning with the Employer's customer. On small service or maintenance jobs, involving eight (8) hours or less, one man at a foreman's rate will be permitted to work, providing there is no safety hazard. The Foreman or Millwright General Foreman, hereinafter referred to as General Foreman, shall be selected by and be the representative of the Employer and shall be consulted on the discharge, layoff, or severance of millwrights under his supervision. The General Foreman and Foreman shall not be required to violate any part of this Agreement as a condition of employment as Foreman or General Foreman.

(B) When two or more Foremen are employed supervising crews of men, one shall be designated General Foreman. When there are more than three crews, the General Foreman can no longer supervise a crew.

(C) The Foreman or General Foreman must be a member in good standing of the Union for twelve (12) consecutive months immediately prior to acting as Foreman or General Foreman, unless no one otherwise qualified is available in the area of the Union.

(D) When two (2) or more employees are employed, one (1) shall be selected by the Employer to act as Foreman and receive Foreman's wages. The Foreman is the only representative of the Employer who shall issue instructions to the employees.

(E) Foreman's Rate will be \$2.00 greater than Journeyman's Base Wage. General Foreman's Rate will be \$3.00 greater than Journeyman's Base Wage.

(F) The Foreman and General Foreman shall cooperate with the Apprentice Coordinator and in conjunction with the Steward shall assign apprentices to the type of work required to complete their specific training.

(G) Foreman training will start locally on June 1, 2019. It is mandatory that any Millwright seeking to be a Foreman will have to attend and complete the Labor Management Foreman Qualification Training Program. This training will be implemented as part of the required curriculum in the Apprenticeship Program for all 4th year apprentices. Journeyman level Millwrights will have one year starting from June 1, 2019, to May 31, 2020, to complete this training to qualify to be a Foreman on any jobsite in the jurisdiction covered by this Agreement. All Covered Employees will follow and refer to the training guidelines set up by the Union, or the Apprenticeship Program. The intent is to have all Covered Employees realize the importance of continuous upgrade training and developing industry trends.

#### **ARTICLE IV Apprenticeship**

(A) The use of apprentices shall be encouraged under mutually agreeable Millwright Apprenticeship Standards. The Employer agrees to abide by the rules, regulations and actions of the Millwright Joint Apprenticeship Committee in the employment of apprentices.

(B) The Employer shall pay to the Millwrights Apprenticeship Fund the amount specified in the wage schedule for all hours paid to employees covered by this Agreement.

(C) There shall be one (1) apprentice employed for every two (2) journeymen, provided apprentices are available. It is further understood that this ratio of one (1) to two (2) shall apply only to the number of millwrights employed by the Employer on any one job in the geographic area that is under jurisdiction of the Union. The Employer has the discretion to vary from this apprenticeship ratio, but not to exceed one (1) apprentice to three (3) journeymen ratio to employ Millwright Apprentices upon the beginning and completion of a project. The intent is to provide qualified workers for project start up, stand by, and project decommission and may not be varied more than the first and last hire of the established Apprentice ratio.

An Employer that is found to be employing apprentices at less than the one (1) to three (3) ratio, shall be given two (2) consecutive working days notice in which to employ apprentices in the proper ratio.

(D) Each apprentice shall be required to attend classes at the apprenticeship school 24 days each year to be scheduled by the Apprenticeship Coordinator, on a reasonable regular basis, and his wages shall be paid by the Employer for the days he attends such classes, provided, however, that the apprentice is regularly employed at the time he is scheduled to attend apprentice school.

(E) **Wage Rates: See Article XVII.**

(F) A Millwrights Apprentice will only take directions from a Millwright Foreman. Apprentices must be paired with a Millwright Journeyman. At no time shall Apprentices be paired together without permission from the Union.

#### **ARTICLE V Holidays**

(A) The following Holidays shall be observed and, if worked, shall be paid at the rate applicable in this Agreement not to exceed double-time:

New Year's Day  
Presidents' Day (Federal)\*  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

(B) If any of these listed Holidays fall on Sunday, the following Monday shall be observed as the Holiday. If any of the listed Holidays fall on Saturday, the preceding Friday shall be observed as the Holiday.

(C) Presidents' Day (Federal)\* may be considered a floating Holiday and may be celebrated on an alternate day. Should the Building Trades Council that encompasses the geographical jurisdiction of where work is being performed under this Agreement, desire to celebrate Presidents' Day on an alternate work day, authorization must be obtained in writing from the NMAPC Office or the Union, as applicable.

#### **ARTICLE VI Minimum Pay/Reporting Time and Call-Ins**

(A) An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the Employer's discretion remains available for work. Any employee who reports for work and for whom work is provided, shall be paid for actual time worked but not less than two (2) hours. If the Employer considers it necessary to shut down work to avoid endangering the life or the safety of its employees the Employer will not be in violation of this Agreement. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the Employer requests employees to remain available for work, the employees will be compensated for such time. If a project is shutdown because of weather, employees who reported to work shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this Section are not applicable where the employee voluntarily quits, or is laid off, or is out by reason of a strike.

(B) A call-in, which is defined as the notification to an employee to report for work by whatever means for work outside of his/her regular shift or on his/her regularly scheduled day(s) off or Holiday, shall be paid in accordance with one of the following methods:

(1) A call-in prior to and continuous with an Employee's normally scheduled shift shall be paid on the basis of hours actually worked prior to the scheduled shift, at the applicable overtime rate:

(2) When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or Holiday, the employee shall be paid not less than four (4) hours at the applicable overtime rate for that day, except when his/her call-in is prior to and continuous with the normal work hours.

(3) Any call-in not continuous with the employee's regular work shift will be paid a minimum of four (4) hours at the applicable overtime rate.

#### **ARTICLE VII Supervision**

(A) The designation, appointment and determination of the number of foremen and/or general foremen is the sole responsibility of the Employer. There is a requirement for initial supervision. However, the Employer shall not be unreasonably burdened with additional demands for supervision.

(B) When established for a craft, one (1) top hourly craft supervisor (foreman and/or general foreman) shall be guaranteed forty (40) straight-time hours per week. The forty (40) straight-time hour guarantee applies to straight-time hours, and the accumulation of overtime hours may not be considered for the purpose of applying those overtime hours to the "guaranteed forty (40) hours" provision. The forty (40) straight-time hour guarantee provision shall apply on a per Employer, per craft, per shift basis. It is understood that the individuals receiving such guarantee may, at the discretion of the Employer, be required to remain on the job.

(C) Such guarantee shall not apply when the first or commencing week of a job is less than forty (40) hours, or when the top hourly craft supervisor is terminated due to reduction-in-force or job completion.

## **ARTICLE VIII**

### **Travel and Subsistence**

(A) No subsistence, travel allowance, mileage or pay for travel time is required to be paid to any employee covered by the terms of this Agreement.

## **ARTICLE IX**

### **Work Hours per Day**

(A) Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive, shall constitute a week's work. The regular starting time shall be eight (8:00) A.M., and the regular quitting time shall be four-thirty (4:30) P.M.: lunchtime shall be twelve (12:00) noon to twelve-thirty (12:30) P.M.

(B) When shifts are required, the first (1st) shift shall work eight (8) hours at the regular straight-time rate. The second (2nd) shift shall work eight (8) hours at the regular straight-time rate, plus a \$2.00 per hour shift additive. The third (3rd) shift shall work eight (8) hours at the regular straight-time rate, plus a \$2.25 per hour shift additive. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.

(C) All time worked before and after the established workday of eight (8) hours, Monday through Friday, shall be paid at the appropriate overtime rate. All work commencing with the beginning of the established workday on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established workday on Sundays and/or Holidays shall be paid at the rate applicable in the appropriate local agreement, not to exceed double-time.

(D) By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

(E) Employees shall be at their posts prepared to start work at the regular starting time.

(F) Local labor agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work preformed under this Agreement.

(G) The Employer may establish a four (4) day, ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight-time rate. The starting time shall be between 7:00 A.M. and 8:00 A.M. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, Holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup

day at the straight-time rate. If Friday is scheduled as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight-time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time.

1. The Employer may establish two (2) – four (4) day, ten (10) hour shifts at the straight-time rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute unpaid lunch period. The day shift shall work four (4) days at ten (10) hours per day at the regular straight-time rate. The second shift shall work four (4) days at ten (10) hours per day at the regular straight-time rate, plus a \$2.00 per hour shift additive. In the event the job is down due to weather conditions, or a Holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight-time rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week.

2. Employees who inform their Employer on Thursday that they do not wish to work Friday as a make-up day will not be penalized.

3. An employee who is referred for employment and is scheduled for less than forty (40) hours of work (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

(H) Since it is recognized that the standard workweek may not be appropriate or cost effective for some projects, other arrangements for hours of work can be considered. The Employer may establish flexible work schedules such as a staggered work week and the like, by submitting its request to the Union for approval. Prior to reaching a decision, the Union shall take into consideration the project schedule, the manpower requirements, the geographic location of the project, the Owner's work schedule and other appropriate factors. Such approval will be incorporated as an addendum to this Agreement for that specific site.

## **ARTICLE X**

### **Transportation**

(A) At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the job site and back to the gate when said distance is one-half mile or more one way. When transportation is required, the Employer shall transport the employees, no later than 10 minutes after the end of the shift, to the point where such employees were picked up. When employees are transported to the pickup point later than 10 minutes after the shift, then overtime pay shall apply as provided under Article IX.

## **ARTICLE XI**

### **Safety**

(A) The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Owner, the Employer, this Agreement, or applicable Safety Laws.

(B) The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any mandated substance abuse program. In order to produce as safe a workplace as possible, it is understood and agreed that the Employer and the employees shall abide by the rules and provisions of the implemented substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post-incident, and random where allowed by law. Any discriminatory practice under this Article shall be subject to the NMAPC Grievance Procedure or under the

dispute resolution procedure provided in Article I of this Agreement, as applicable. All substance abuse programs shall be submitted to the NMAPC or to the parties to this Agreement, as applicable, for distribution prior to implementation.

## **ARTICLE XII**

### **Apprentices**

(A) The Union acknowledges that different apprentice ratios than those established may be needed to cover plant maintenance. Therefore, the Employer and the Union agree that existing ratios will be utilized but that higher ratios may be negotiated when warranted by conditions. Further, an Employer may employ pre-apprentice classifications for work customarily performed by the craft, provided pre-apprentice classifications are recognized by the parties to this Agreement.

## **ARTICLE XIII**

### **Hiring and Transfer of Craft Workers**

(A) The Employer agrees to hire Craft Workers in the area where work is being performed or is to be performed in accordance with the hiring procedure existing in the area; however, in the event the Local Union is unable to fill the request from the Employer for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays and Holidays excepted), the Employer may employ workers from any source. The Employer shall have the right to move qualified employees from one job assignment to another within the plant location where they are working.

(B) The Employer shall determine the competency of all employees. The Employer shall determine the number of employees required on the project and shall select any employee or employees working under the terms of this Agreement to be laid off regardless of membership or non-membership in the Union.

## **ARTICLE XIV**

### **General Savings Clause**

(A) Any provisions in this Agreement which are in contravention of any Federal State, Local or County regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

## **ARTICLE XV**

### **Crew Size**

(A) The crew size shall be any number of craftspersons and supervision required to safely perform the work and shall be increased or decreased at the discretion of the Employer

## **ARTICLE XVI**

### **Lockout and Work Stoppage**

(A) During the term of this Agreement, there shall be no lockouts by the Employer and no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee. Failure of the Union, its Local Union or employee to cross any picket line at the Employer's project site is a violation of this Article.

(B) In the event that this Agreement expires and a subsequent work stoppage ensues, the Employer and its employees will continue to work since the intent of this provision is to allow maintenance work to continue as a benefit to the client. The wages and fringe benefits in

this Agreement or as approved by the NMAPC will remain in effect for all work covered under the terms of this Agreement until wages and fringe benefits are agreed upon and become effective for the Employer and the Union.

(C) The International Union and the Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days. Further, if the Union is unable to provide qualified replacements for those employees who are in violation of this Article by the beginning of the next shift, the Employer is free to hire from any source.

(D) Neither the International Union nor the Local Union shall be liable for acts of employees for which it has no responsibility. The International Union will immediately instruct, order and use its best efforts to cause the Local Union to cease any violation of this Article. If it complies with this obligation, the International Union shall not be liable for unauthorized acts of the Local Union. The principal officers of the Local Union will immediately instruct, order and use their best efforts to cause the employees of the Local Union they represent to cease any violation of this Article. If it complies with this obligation, the Local Union shall not be responsible for unauthorized acts of employees it represents.

(E) In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Employer, at its discretion and without penalty, may suspend all or any portion of this project work affected by such activity.

(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**

	<b>Journey.</b>	<b>Fore.</b>	<b>Genl.</b>	<b>Cert. Weld.</b>
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>
<b>Pension Gross Wage</b>	<b>34.50</b>	<b>36.85</b>	<b>38.06</b>	<b>36.57</b>
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>
<b>Total Taxable Wage</b>	<b>34.75</b>	<b>37.10</b>	<b>38.31</b>	<b>36.82</b>
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>
<b>Total Package</b>	<b><u>68.05</u></b>	<b><u>71.23</u></b>	<b><u>72.93</u></b>	<b><u>70.28</u></b>

**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.\*\***

	<b>Journey.</b>	<b>Fore.</b>	<b>Genl.</b>	<b>Cert. Weld.</b>
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>
<b>Pension Gross Wage</b>	<b>36.85</b>	<b>39.20</b>	<b>40.41</b>	<b>38.92</b>
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>
<b>Total Taxable Wage</b>	<b>37.10</b>	<b>39.45</b>	<b>40.66</b>	<b>39.17</b>
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>
<b>Total Package</b>	<b><u>71.79</u></b>	<b><u>74.95</u></b>	<b><u>76.63</u></b>	<b><u>74.02</u></b>

**SOUTHEASTERN JOURNEYMAN RATES:**

**FIRST SHIFT**

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

**INCREASE: \$2.00**

	<b>Journey.</b>	<b>Fore.</b>	<b>Genl.</b>	<b>Cert. Weld.</b>
Journeyman Rate x Hrs.				
V & H x Hrs. Paid	_____	_____	_____	_____
<b>Pension Gross Wage</b>				
U.B.C. Per Capita x Hrs. Paid				
Spec Assess x Hrs. Paid	_____	_____	_____	_____
<b>Total Taxable Wage</b>				
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	_____	_____	_____	_____
<b>Total Package</b>	_____	_____	_____	_____

**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.\*\***

	<b>Journey.</b>	<b>Fore.</b>	<b>Genl.</b>	<b>Cert. Weld.</b>
Journeyman Rate x Hrs.				
V & H x Hrs. Paid	_____	_____	_____	_____
<b>Pension Gross Wage</b>				
U.B.C. Per Capita x Hrs. Paid				
Spec Assess x Hrs. Paid	_____	_____	_____	_____
<b>Total Taxable Wage</b>				
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	_____	_____	_____	_____
<b>Total Package</b>	_____	_____	_____	_____

**SOUTHEASTERN JOURNEYMAN RATES:**

**FIRST SHIFT**

**INCREASE: \$2.25**

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

	<b>Journey.</b>	<b>Fore.</b>	<b>Genl.</b>	<b>Cert. Weld.</b>
Journeyman Rate x Hrs.				
V & H x Hrs. Paid	_____	_____	_____	_____
<b>Pension Gross Wage</b>				
U.B.C. Per Capita x Hrs. Paid				
Spec Assess x Hrs. Paid	_____	_____	_____	_____
<b>Total Taxable Wage</b>				
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	_____	_____	_____	_____
<b>Total Package</b>	_____	_____	_____	_____

**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.\*\***

	<b>Journey.</b>	<b>Fore.</b>	<b>Genl.</b>	<b>Cert. Weld.</b>
Journeyman Rate x Hrs.				
V & H x Hrs. Paid	_____	_____	_____	_____
<b>Pension Gross Wage</b>				
U.B.C. Per Capita x Hrs. Paid				
Spec Assess x Hrs. Paid	_____	_____	_____	_____
<b>Total Taxable Wage</b>				
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	_____	_____	_____	_____
<b>Total Package</b>	_____	_____	_____	_____

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**

	<b>0.60</b>	<b>0.65</b>	<b>0.70</b>	<b>0.75</b>	<b>0.80</b>	<b>0.85</b>	<b>0.90</b>	<b>0.95</b>
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>
<b>Pension Gross Wage</b>	<b>20.70</b>	<b>22.43</b>	<b>24.15</b>	<b>25.88</b>	<b>27.60</b>	<b>29.33</b>	<b>31.05</b>	<b>32.78</b>
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>							
<b>Total Taxable Wage</b>	<b>20.95</b>	<b>22.68</b>	<b>24.40</b>	<b>26.13</b>	<b>27.85</b>	<b>29.58</b>	<b>31.30</b>	<b>33.03</b>
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>							
<b>Total Package</b>	<b>45.25</b>	<b>48.10</b>	<b>50.95</b>	<b>53.81</b>	<b>56.65</b>	<b>59.50</b>	<b>62.35</b>	<b>65.20</b>

**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.\*\*

	<b>0.60</b>	<b>0.65</b>	<b>0.70</b>	<b>0.75</b>	<b>0.80</b>	<b>0.85</b>	<b>0.90</b>	<b>0.95</b>
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>
<b>Pension Gross Wage</b>	<b>22.96</b>	<b>24.68</b>	<b>26.39</b>	<b>28.12</b>	<b>29.83</b>	<b>31.55</b>	<b>33.26</b>	<b>34.99</b>
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>							
<b>Total Taxable Wage</b>	<b>23.21</b>	<b>24.93</b>	<b>26.64</b>	<b>28.37</b>	<b>30.08</b>	<b>31.80</b>	<b>33.51</b>	<b>35.24</b>
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>							
<b>Total Package</b>	<b>48.77</b>	<b>51.63</b>	<b>54.49</b>	<b>57.36</b>	<b>60.20</b>	<b>63.06</b>	<b>65.91</b>	<b>68.79</b>

**SOUTHEASTERN APPRENTICE RATES:**

**FIRST SHIFT**

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

	<b>0.60</b>	<b>0.65</b>	<b>0.70</b>	<b>0.75</b>	<b>0.80</b>	<b>0.85</b>	<b>0.90</b>	<b>0.95</b>
Journeyman Rate x Hrs.								
V & H x Hrs. Paid	_____	_____	_____	_____	_____	_____	_____	_____
<b>Pension Gross Wage</b>								
U.B.C. Per Capita x Hrs. Paid								
Spec Assess x Hrs. Paid	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Taxable Wage</b>								
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	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Package</b>	_____	_____	_____	_____	_____	_____	_____	_____

**SOUTHEASTERN APPRENTICE 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.\*\***

	<b>0.60</b>	<b>0.65</b>	<b>0.70</b>	<b>0.75</b>	<b>0.80</b>	<b>0.85</b>	<b>0.90</b>	<b>0.95</b>
Journeyman Rate x Hrs.								
V & H x Hrs. Paid	_____	_____	_____	_____	_____	_____	_____	_____
<b>Pension Gross Wage</b>								
U.B.C. Per Capita x Hrs. Paid								
Spec Assess x Hrs. Paid	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Taxable Wage</b>								
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	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Package</b>	_____	_____	_____	_____	_____	_____	_____	_____

**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	_____	_____	_____	_____	_____	_____	_____	_____
<b>Pension Gross Wage</b>								
U.B.C. Per Capita x Hrs. Paid								
Spec Assess x Hrs. Paid	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Taxable Wage</b>								
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	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Package</b>	_____	_____	_____	_____	_____	_____	_____	_____

**SOUTHEASTERN APPRENTICE 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.”

	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	_____	_____	_____	_____	_____	_____	_____	_____
<b>Pension Gross Wage</b>								
U.B.C. Per Capita x Hrs. Paid								
Spec Assess x Hrs. Paid	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Taxable Wage</b>								
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	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Package</b>	_____	_____	_____	_____	_____	_____	_____	_____

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 such contributions as are received under this Agreement consistent with this Agreement.

(D) **Vacation Pay.** The Employer shall pay to the operator of the "lockbox" of the Millwrights' Local No. 1102 Fringe Benefit Funds the amount specified in the wage schedule for journeyman of the Base Wage gross vacation pay related contributions. The operator of the "lockbox" first shall deduct from gross vacation related contributions an amount equal to 4% of the Michigan Regional Council of Carpenters and Millwrights' Joint Delinquency Committee expenses as deemed allocable to the Millwrights' Local No. 1102 Vacation 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 the expenses of operation of that Committee as is set forth in this Agreement. Remaining gross vacation related contributions shall be transmitted to the Millwrights' Local No. 1102 Vacation Fund as Vacation Fund contributions. The Vacation Fund Trustees shall direct the "lockbox" operator to transmit the Vacation Fund contributions transmitted to the Vacation Fund to the Depository at the same time and in the same manner that monthly contributions are transmitted to the other Millwrights' Local No. 1102 Fringe Benefit Funds, Vacation Fund contributions shall be transmitted by the Depository to a Bank or other financial institution determined by the Millwrights' Local Union No. 1102 and shall be credited to the account of each employee. In the event that the Employer is delinquent in transmitting gross vacation related contributions, it shall pay to the "lockbox" operator as gross vacation related contributions to be divided and transmitted in accordance with this Agreement an amount equal to the interest that would have been earned on said gross vacation related contributions at the bank or other financial institution determined by the 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 related contributions the amount specified in the wage schedule for journeyman of the Total Taxable Wages of each employee covered by this Agreement Total Taxable Wage = Base and Vacation added together (See attached Wage Sheets). The "lockbox" operator first shall deduct from such gross supplemental pension related contributions an amount equal to 25% of the Michigan Regional Council of Carpenters and Millwrights Joint Delinquency Committee expenses as are deemed allocable to the Millwrights' Local No. 1102 Supplemental Pension Fund for purposes of this Agreement and disburse those amounts to persons as directed by the Millwrights Local No. 1102 Fund 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 supplemental pension related contributions required by this section shall be paid to the Millwrights Local No. 1102 Supplemental Pension Fund as Supplemental Pension Fund contributions. The operator of the "lockbox" to which gross supplemental 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.

(G) **Special Assessment.** The Employer appoints the Contract Administrator of the Carpenters Fringe Benefits Program as its agents for the receipt of the dues deduction authorizations. Receipt of a written authorization by the Administrator shall constitute receipt by each Employer.

The Employer shall deduct from the wages of each employee who has individually and voluntarily authorized such deduction in writing the amount certified by the Union to be the Working Dues Assessment uniformly required and a Special Assessment equal to the amount determined by the Union on an annual basis, with a maximum of twenty cents (\$0.20) per hour for every hour paid by a member. Any such authorization by any employee shall contain a provision as required by law for revocation.

(H) **Apprenticeship Contribution.** The Employer shall pay the

operator of the "lockbox" of the Millwrights' Local No. 1102 Fringe Benefit Funds as gross apprenticeship related contributions the amount specified in the wage schedule for all hours paid to each employee covered by this Agreement. The lockbox operator first shall deduct from such apprenticeship related contributions an amount equal to 2% of the Joint Delinquency Committee expenses as are deemed allocable to the Millwrights Apprenticeship Fund 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 apprenticeship related contributions required by this section shall be paid to the Millwrights Apprenticeship Fund as Apprenticeship Fund contributions. The operator of the "lockbox" to which gross apprenticeship related contributions required by this Agreement are made shall pay and administer such contributions as are received under this Agreement consistent with this Agreement.

(I) **UBC Carpenters International Training Fund.** The Employer and the UBCJA recognize the need for quality safety and health training and related services to enable the UBCJA workers to remain healthy and productive, and to aid the Employer in meeting its own safety and health goals as well as those established by government agencies and construction owners. The Employer and the UBCJA further recognize the need for quality training for apprentices and journeypersons to meet the industry's needs for skilled craft labor.

Therefore, in addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of fifteen cents (\$0.15) per hour worked for each employee covered by this agreement to the Carpenters International Training Fund. Payments to the fund shall be made on or before the 15th day of the month following the month the work was performed and shall be remitted in accordance with the instructions of the trustees of the respective fund.

The Employer hereby also agrees to be bound by the trust agreement of the respective UBC trust fund described above.

Upon request, each Employer shall receive a copy of the fund's annual report.

(J) **Drug Test.** Whenever the owner of any facility at which millwrights are to perform work covered by the agreement requests that millwrights be screened for drugs and or alcohol, the testing shall occur in accordance with the M.U.S.T. drug and alcohol testing program, as modified from time to time. Contractor may perform such drug or alcohol testing that it deems appropriate and may select any workers it desires so long as the Contractor pays for the cost of the test taken. For random, for cause, or post-accident drug test (including test using hair follicles), the Contractor may not go back more than thirty (30) days. The Employer shall pay the sum as allocated in the Wage Sheet paid to Employees covered by this Agreement.

(K) **UBC Millwright Labor-Management Industry Promotion Fund (UBC MLMIP FUND).** In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of five cents (\$0.05) per hour for each millwright employee covered by this agreement to the UBC Millwrights Labor-Management Industry Promotion Fund (Millwrights' Fund). Payments shall be made to the Millwrights Fund or to such collection agent as is designated by the Millwrights Fund on or before the 20th day of the month following the month the work was performed. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust for the Millwright Fund as it exists and as it may be amended and restated, and to such rules, regulations or other governing documents pursuant to such Trust.

The Employer hereby also agree to be bound by the trust agreement of the respective UBC trust fund described above.

Upon request, each Employer shall receive a copy of the fund's annual report.

(L) The Agreement and Declaration of Trust, amendments thereto, by-laws, and rules and regulations of the Trustees, existing or subsequently made or entered into, establishing or concerning the Health and Welfare Fund, Pension Fund, Supplemental Pension Fund, Apprenticeship Fund, Health & Safety Fund and Vacation Fund shall become a part of this Agreement as if fully set forth herein.

(M) The Employer shall provide Michigan Unemployment Compensation Insurance for each of its employees covered by this Agreement and shall pay all contributions required for said coverage.

(N) The MCMA shall be the surety of each of its members for the payment of wage claims or other payment due by virtue of this Agreement to any of the forenamed trust funds or otherwise required by the terms of this Agreement. In no event shall the liability of the MCMA for any of its members exceed in the aggregate the sum of Fifteen Thousand Dollars (\$15,000.00); except on thirty-one (31) days delinquency in which case the MCMA's liability shall be in the aggregate, the Sum of Fifteen Thousand Dollars (\$15,000.00) with a total liability for all of its members of Thirty Thousand Dollars (\$30,000.00).

The MCMA may cancel its surety obligation hereunder for any of its members provided however that at the time of such cancellation the members' obligations hereunder have been fully satisfied and that the Union is notified of said action in writing ten (10) days before the effective date thereof.

(O) An employer bound to this Agreement shall, at the end of each pay period but not later than 4:30 p.m. Friday of each calendar week, make payment by cashier's check or certified check to the Administrator's office of the Fringe Benefit Funds referred to above, the sum of Two Hundred Dollars (\$200.00) per employee per week to be applied against the amount due for the current month.

(P) In the event an employer bound to this Agreement is delinquent at the end of the pay period in the payment of wages or in contributions to the Trust Funds, as provided above, the employees or their representatives shall take actions necessary, forthwith, to collect such delinquent payment and it is further agreed that in the event any such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom, including loss of wages.

Each Employer shall pay all the cost of collection charges resulting from delinquency in payment or late payment of contributions to the Michigan Regional Council of Carpenters Employee Benefits Fund, Pension Fund, Supplemental Pension Fund, Apprenticeship Fund, and Vacation Fund, as determined by the Trustees of the aforesaid Funds. The Trustees of said Funds are authorized either individually or collectively to adopt rules and regulations for processing and collecting contributions, including the assessment of liquidated damages, interest and other collection costs. If no other liquidated damages or interest on delinquencies are adopted by the Trustees, then any contributions delinquent for 30 days or less will be subject to a liquidated damage charge equal to .055% of the outstanding delinquent amount each day that it is late, up to a total of 20% of such delinquency. An additional .049% in interest is due on the outstanding delinquent amount, until such delinquency is paid in full. The liquidated damages assessed hereunder are not intended as a penalty, but rather constitute an estimate of the collection costs and lost earnings by the Employer's delinquency.

(Q) The provisions of paragraphs (N) and (O) above shall not apply to an Employer who makes a Twenty Thousand Dollar (\$20,000.00)

Security Deposit to the Millwrights Fringe Benefit Funds as prescribed by the Funds' current Rules and Regulations, provided, however, that the above paragraphs (O) and (P) shall apply to an Employer:

1. Who becomes delinquent in payment of wages or Trust Fund contributions, and
2. Whose delinquency is, in whole or in part, in excess of the amount of the Security Deposit and
3. Who fails to cure any such excess delinquency within three (3) working days of the payment made from the security deposit on his account.

(R) Upon notification by the Trustees of Fringe Benefit Funds administration that any Employer is delinquent in making contributions to the Funds, the Union shall have the right to require weekly benefit payments by the Employer.

(S) Industry Advancement Program: An Employer performing work under the terms of this Agreement shall pay into the Industry Advancement Program of the Michigan Conveyor Manufacturers Association the sum of four cents (\$.04) for all hours worked by each employee covered by this Agreement. However, beginning June 1, 2019, through May 31, 2022, the \$0.04 contribution to the Michigan Conveyor Manufacturers Association Industry Promotion Fund shall be suspended and instead \$0.04 per hour shall be paid to Employees in wages. Beginning June 1, 2016, wages shall be reduced by \$0.04 per hour and the \$0.04 per hour contribution to the Michigan Conveyor Manufacturers Association Industry Promotion Fund shall be reinstated.

(T) An Employer who is not contractually obligated to contribute to one or more of the Funds contained in this Agreement, including the Industry Advancement Program, because of the terms of another overriding agreement, such as a project labor agreement or other similar agreement, and who elects not to contribute to such Fund(s), shall contribute a like amount to the Millwrights Local 1102 Apprenticeship Fund.

#### **ARTICLE XVIII**

##### **Stewards**

(A) The Business Agent or his Representative will have the right to appoint or select the Steward on all jobs or to change the Steward at any time.

(B) There shall be a Millwright Steward on each job, chosen from the employees on said job. All stewards must be trained in fall protection, confined space, OSHA 10-hour course, first aid/CPR, manlift training and lock out-tag out.

(C) There shall be a working Millwright Steward on the job at all times when Millwrights are working. He shall report any violation of the Agreement and perform the usual duties of a Steward with the least interference to the job.

(D) The Steward shall call the Foreman's attention to any unsafe equipment or unsafe working condition. If the Foreman and the Steward cannot agree on what is unsafe equipment or unsafe working conditions, or if having agreed, action to correct it is not taken by the Foreman, then the Steward must make a written report to the Union. The Employer and the Union will then send representatives to the job and observe conditions and agree on corrective measures to be taken.

(E) The Employer or his agents agree not to lay off or discharge or transfer a Millwright Steward so acting on any job until the matter has been discussed with representatives from the Union.

(F) The Employer agrees that the Millwright Steward shall have

sufficient time to assist new employees with their gear when hiring in and also being laid off.

(G) The Steward shall be the last employee laid off during a temporary work shortage and the first employee called back when work resumes. The Steward shall not be transferred from a job while employees remain thereon. When all employees are transferred from a job, on a temporary basis, the Steward shall remain with the crew transferred and shall be the first employee returned to the original job.

(H) If any employee is injured the Steward shall see that the employee is given first aid or if seriously injured taken to a physician, clinic, hospital, or his home. The Steward shall make a complete report to the Employer and Union of the accident. The Steward shall be paid for his time in assisting the injured employee and securing his tools and clothing during scheduled work hours. The injured employee shall be paid for any time lost from scheduled working hours on the date of the injury. The injury must involve a lost time accident and the injured employee must be treated by a physician.

(I) The Steward shall be included among the employees who are scheduled to work overtime.

(J) The Steward shall not be discriminated against as a result of the performance of his duties.

#### **ARTICLE XIX**

##### **Indemnification**

The Employer 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 Employer, notify the Employer within forty-eight (48) hours after receipt of said request whether the act of the member, or the members of the Union so complained of, was or was not authorized, and if not authorized, the Union agrees it will take immediate steps to rectify the situation complained of.

The Union agrees that it will not hold the 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 forty-eight (48) hours; after the 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 XX**

##### **Separability and Termination**

(A) 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.

(B) This agreement shall remain in full force and effect until May 31, 2022. Unless terminated as herein provided, this agreement shall renew itself from year to year. Either party shall notify the other party, in writing of its desire to change the agreement or to terminate the agreement. Notification shall occur at least sixty (60) days prior to any anniversary date of this agreement. Written notice shall be sent by

Registered mail to the other party. In event of notice by either party to change and/or terminate, and no agreement of such changes and/or termination is reached prior to May 31, 2022, this agreement shall be deemed to have terminated midnight May 31, 2022.

(C) The Union will hold the Employers and the Associations harmless and indemnify them from any loss suffered, including defense costs, as a result of any Employee claims, charges, actions, or lawsuits of any kind in which the Employers and/or the Associations are named as a party or responding party, claims of actions related to the union dues deduction and membership obligations under P.A. 348 of 2012; or any action, claim or suit relating to the negotiations of this Collective Bargaining Agreement, provided the Union is given at least 30 days' written notice of such claims, charges, actions, or lawsuits from the time the Employer or Association is served with and received same and the Union retains the right to tender a defense to such claims, charges, actions or lawsuits on their behalf, unless prohibited by Federal law.

**ARTICLE XXI**  
**Market Recovery**

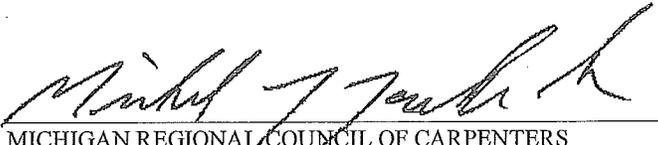
It is recognized by the parties that in certain areas of the state, the union construction market has been threatened by non-union competition. Where the mutual interest of both the Associated General Contractors of Michigan, and Michigan Conveyor Manufacturers Association and the Unions are served by cooperating to compete more effectively, it is agreed that the Associated General Contractors of Michigan, and Michigan Conveyor Manufacturers Association and the Unions will negotiate a market recovery rate on a job by job or area by area basis. When a market recovery rate is negotiated it shall be the responsibility of the Associations to notify all interested contractors of the existence of such a rate or agreement.

A market recovery rate negotiated pursuant to this provision shall not be considered a more favorable rate or agreement.

**ARTICLE XXII**  
**Management Clause**

In the exercise of the functions of management, the Employer shall have the right to plan, direct, and control the operation of all its work; hire employees and supervision, direct the working forces; assign employees and supervision to their jobs; refuse any applicant, discharge, suspend or discipline for proper cause, transfer, promote or demote employees and supervision; lay off employees and supervision because of lack of work for other legitimate reasons; require employees and supervision to observe the Employer's rules and regulations not inconsistent with this Agreement; regulate the use of all equipment and other property of the Employer; decide the amount of equipment to be used; the number of employees needed; and contract work anywhere and decided the methods of work and source from which material and equipment is obtained. The Employer shall not use these rights for the purpose of discrimination against any employee. These provisions do not prohibit the Union's right to peaceful exercise of its rights under this Agreement or under applicable law if in its judgment the spirit and intent of this Agreement has been violated.

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.

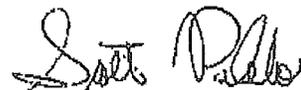
  
MICHIGAN REGIONAL COUNCIL OF CARPENTERS  
Michael J. Jackson, Sr., Executive Secretary/Treasurer

  
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

MILLWRIGHT WORKING AGREEMENT  
SOUTHEASTERN AREAS:

6/1/19 – 5/31/22

ARTICLE XII

Information

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

FOR THE EMPLOYER:

The Employer agrees to submit to the Union the following information:

*(Please Print)*

Employees or Contractor's

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

Street: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ Zip \_\_\_\_\_

Fax No.: \_\_\_\_\_

Employment Social Security I.D. or Tax I.D. Number \_\_\_\_\_

Expires: \_\_\_\_\_

Workmen's Compensation Insurance

Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expires: \_\_\_\_\_

Michigan Unemployment Insurance

Identification Number: \_\_\_\_\_ Expires \_\_\_\_\_

The Employer shall at all times comply with applicable State and Federal laws pertaining to workmen's compensation, unemployment insurance, withholding tax and FICA. The Employer shall provide Michigan Unemployment Compensation Insurance for all employees covered by this Agreement.

Please Print All Information Except Signature

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Millwrights Local Union 1102**  
23401 Mound Rd., Warren, MI 48091  
(586) 756-3610 or 1-800-462-6545 – Fax (586) 756-0376

**Millwrights Local Union 1102**

**Wayland Office**  
(269) 383-6163 – Fax (616) 837-1500

**Flint Office**  
(810) 487-6455 – Fax (989) 871-9407

**Grayling Office**  
(989) 344-1200 – Fax (989) 344-1202

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS**

400 Renaissance Ctr, Suite 1010  
Detroit, MI 48243  
(313) 832-3887 – Fax (313) 832-1578

**Millwrights Local 1102 (Southeastern)**  
Apprenticeship School  
27555 Mound Rd., Warren, MI 48092  
(586) 573-4660

**Millwrights Local Union 1102 (Western)**  
Apprenticeship School  
500 Reno Dr., Wayland, MI 49438  
(269) 561-8115

**TRUST FUNDS (SOUTHEASTERN)**

**Millwrights Local Union 1102 (Southeastern)**  
Statewide Apprenticeship Fund  
TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917  
(517) 321-7502 or (888) 228-6700

**Millwrights Local Union 1102 (Southeastern)**  
Carpenters Pension Fund  
BeneSys, Inc.  
700 Tower Drive, Troy Michigan  
248-813-9800 or 888 HAMMER-9

**Millwrights Local Union 1102 (Southeastern)**  
MRCC Employee Benefits Fund - Health & Welfare Fund  
BeneSys, Inc.

**Millwrights Local Union 1102 (Southeastern)**  
Vacation & Holiday Fund  
TIC International Corporation

**Millwrights Local Union 1102 (Southeastern)**  
Supplemental Pension Fund  
TIC International Corporation

**(Southeastern & Western)**

Kimberly Vaughn  
Fringe Benefit Coordinator (313) 831-8860

**TRUST FUNDS (WESTERN)**

**Millwrights Local Union 1102 (Western)**  
Statewide Apprenticeship Fund  
TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917  
(517) 321-7502 or (888) 228-6700

**Millwrights Local Union 1102 (Western)**  
Michigan Carpenters Pension Fund  
TIC International Corporation

**Millwrights Local Union 1102 (Western)**  
MRCC Employee Benefits Fund – Health & Welfare Fund  
BeneSys, Inc.

**Millwrights Local Union 1102 (Western)**  
Vacation & Holiday Fund  
TIC International Corporation

**Millwrights Local Union 1102 (Western)**  
Supplemental Pension Fund  
TIC International Corporation

# NOTES







**THE SHADED COUNTIES ARE COVERED BY THIS AGREEMENT.**