

**2008 - 2013**

**AGREEMENT**

between the

**LABOR RELATIONS DIVISION**

of the

**MICHIGAN INFRASTRUCTURE AND TRANSPORTATION  
ASSOCIATION**

and the

**MICHIGAN REGIONAL COUNCIL OF CARPENTERS**

of the

**UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA AFL-CIO**

**Effective June 1, 2008**

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## **AGREEMENT**

This Agreement is made and entered into effective the **first day of June, 2008**, by and between the Labor Relations division of the Michigan Infrastructure and Transportation Association, hereinafter called the “Association” and Michigan Regional council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, hereinafter called the “Union”. 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, AFL-CIO, and also of such other employees recognized by law as part of the appropriate bargaining unit.

The Association is acting only as the collective bargaining agent in the negotiation and administration of this Agreement for those individual Contractor members of the Association who have authorized it so to act, hereinafter called the “Contractor” and 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 Contractor. It is further understood and agreed that the liabilities of the Contractor members of the Association who become parties to this Agreement shall be several and not joint.

## **ARTICLE I**

### **INTENT AND PURPOSE**

The purpose of this 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.

### **SCOPE OF AGREEMENT**

This Agreement shall govern all airfield construction work (exclusive of buildings) and all highway and bridge construction work (including pile driving work except the operation of engines or machinery in connection therewith), 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 piling is the work of Carpenters, provided certified carpenter welders are available. This Agreement shall not apply to building construction work.

### **PRE-JOB CONFERENCE**

It is agreed that prior to starting a project the Contractor will notify the Local Union where the work is to be performed and discuss the project and manpower requirements. If either the Union or the contractor feel the necessity for a pre-job conference one will be scheduled and held.

### **ENTIRE UNDERSTANDING**

This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulations or understanding which is not set forth herein will be of any force or effect upon the parties hereto.

## **ARTICLE II**

### **CONTRACTORS RIGHTS**

The Contractors shall not be hindered or prevented in using any type or quantity of tools or applications and may secure materials or equipment from any market or source without interference of any kind.

### **STEWARDS**

On any job where carpenters are employed, the union can appoint, from among the employees on the job, a working steward. The selection of a steward shall not increase the number of employees necessary to man the job as determined by the contractor. The contractor shall be given the name of the steward in writing.

Stewards shall be employed at all times that Carpenters (excluding foremen) covered by this Agreement are employed. The steward shall be the last Carpenter laid off (excluding foreman) as long as the steward can perform the work capably.

The steward shall not be removed from any job without first consulting the Union.

Authorized representatives of the Union shall have access to all jobs under construction; provided however, that they shall report their presence to the Contractor or his immediate representatives on the jobsite and shall not interfere with employees during working hours. Stewards shall be considered as authorized representatives and shall not be restricted from performing their duties.

### **LOCAL EMPLOYMENT**

Employers from states other than Michigan who come into the territorial jurisdiction of the Michigan Regional Council of Carpenters to perform work can bring up to two (2) employees, excluding non-working supervision above general foreman, to work in the area covered by this Agreement.

## **ARTICLE III**

### **UNION SECURITY**

It is understood and agreed that all present and future employees covered by this Agreement shall, as a condition of their continued employment by the Contractor, become and remain members in good standing in the Union to the extent of paying or tendering the initiation fee and periodic dues uniformly required as a condition of membership in the Union

after the seventh day following the beginning of their employment with the Contractor or the effective date of the agreement, whichever is later.

The failure of any person to make application to and become a member of the Union within said period of time shall obligate the Contractor who employs such person, upon written notice from the Union to such effect, and to the further effect that Union membership was and is available to such person on the same terms and conditions as it is available to other members of the Union or applicants for such membership, to forthwith discharge such person. The failure of any person to maintain his Union membership in good standing by his failure to pay the periodic dues to the Union, shall upon written notice to the Contractor by the Union to such effect, obligate the Contractor to discharge such person

### **EQUAL OPPORTUNITY**

The Contractor and the Union acknowledge that they are subject to applicable laws regarding equal employment opportunity and fair employment practices and agree that they shall cooperate in taking necessary steps to comply with such laws and lawful regulations thereunder. Referral and selection of all employees shall be on the basis of qualifications without regard to race, creed, color, sex, age, religion, national origin or ancestry. Masculine personal pronouns in this Agreement are used solely as a grammatical convenience and shall include the feminine gender, unless the context indicates otherwise.

### **SAFETY**

All contractors and workers working under this Agreement shall abide by all applicable federal, state and local safety laws, rules and regulations. All safety equipment, required to be furnished by the Contractor, must meet the requirements of the Michigan Occupational Safety and Health Act (MIOSHA) and shall be furnished by the Contractor. Any employee failing to abide by state safety laws and MIOSHA shall be subject to discharge.

## **ARTICLE IV**

### **WAGE AND FRINGE BENEFITS SCHEDULE:**

The following wage rates shall apply to all workers performing work covered by this Agreement on the effective dates listed below:

#### **Effective the first full pay period on or after:**

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>	<u>06/01/11</u>	<u>06/01/12</u>
* Base Rate	\$26.55	Increase	Increase	Increase	Increase
* Dues Deduct	(1.00)	\$1.15	\$1.05	\$1.05	\$1.00
* Special Assessment	(.20)				
Building Fund	(.10)	<b>.....BREAKDOWN TO BE DETERMINED.....</b>			
Health Care	4.95				
Pension	5.00				
Apprenticeship	.33				
Annuity	.77				
UBC Promo	.06				

<b>GROSS</b>	<b>\$37.66</b>
Industry Promotion Fund	.12
<b>TOTAL</b>	<b>\$37.78</b>

Foreman shall be paid \$1.86 (7%) per hour above Journeyman base rate.

**Carpenter Apprentices** - The minimum wage for apprentices is based on the Journeyman Road Builder wage as follows: Note: Apprentice fringe benefit contributions will be the same as those of a Journeyman.

<u>Apprentice Rates</u>	<u>June 1, 2008</u>	<u>Dues Deduct</u>
1 <sup>st</sup> year      60%	\$15.93	(.60)
2 <sup>nd</sup> year      70%	\$18.59	(.70)
3 <sup>rd</sup> year      80%	\$21.24	(.80)
4 <sup>th</sup> year      85%	\$22.57	(.85)
Special Assessment		(.20)
Building Fund		(.10)
Health Care	4.95	
Pension	5.00	
Apprenticeship	.33	
Annuity	.77	
UBC Promo	.06	
Industry Promotion Fund	.12	

**GEOGRAPHICAL JURISDICTION**

The Geographical Jurisdiction of this Agreement shall be all of the State of Michigan, with the following exceptions.

**The Exceptions are:** The counties of Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe and the townships of Brighton, Deerfield, Genoa, Hartland, Osceola and Tyrone within Livingston County.

Any Contractor signatory to this Agreement who performs work outside of the geographic 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 performed.

**FRINGE BENEFIT FUNDS**

Each Contractor agrees to make contributions to the Michigan Carpenters' Health Care Fund, the Michigan Carpenters' Pension Fund, and the Michigan Carpenters' Apprenticeship and Training Fund on all hours worked by each employee doing work covered by this Agreement within the time and in the manner prescribed by the Trustees of said Funds and to abide by the rules and regulations promulgated by the Trustees serving thereunder.

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

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

The Union will hold the Contractors harmless and indemnify them for any loss suffered as a result of the Union dues deduction.

- (b) **Health Care Fund.** The Contractors agree to contribute into the Michigan Carpenters' Health Care Fund for each hour worked by all employees covered by the Agreement in accordance with Article IV, Wage and Fringe Benefit Schedule, page 3. All Health Care contributions shall be computed on actual hours worked, without regard to whether the employee was working on straight time or overtime. The contributions shall be deposited each month, or at such other regular intervals, as may be determined by the Trustee of said Fund.

It is understood and agreed that Employer and Union Trustees are administering the Michigan Carpenters' Health Care Fund jointly in compliance with all applicable laws, both State and Federal, and that the Contractors shall continue to appoint a representative to be made a member of the existing joint trusteeship presently administering the Fund.

- (c) **Pension Fund.** The Contractors agree to contribute into the Michigan Carpenters' Pension Fund for each hour worked by all employees covered by this Agreement in accordance with Article IV, Wage and Fringe Benefit Schedule, page 3. All pension contributions shall be computed on actual hours worked, without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month or at such other regular intervals as may be determined by the Trustees of said Fund.
- (d) **Michigan Regional Council of Carpenters' Annuity Fund.** The Contractor agrees to contribute into the Michigan Regional Council of Carpenters' Annuity Fund for each hour worked by each employee covered by this Agreement in accordance with Article IV, Wage and Fringe Benefit Schedule, page 3. All annuity contributions shall be computed on the actual hours worked, without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of said Fund.
- (e) **Apprenticeship and Training Fund.** The Contractors agree to contribute into the Michigan Carpenters' Apprenticeship and Training Fund for each hour

worked by all employees covered by this Agreement in accordance with Article IV, Wages and Fringe Benefit Schedule, page 3. All Apprenticeship and Training contributions shall be computed on actual hours worked, without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of said Fund.

- (f) United Brotherhood of Carpenters' National Health & Safety, Apprenticeship & Training, and Education & Development Funds.** The Employer(s) and the Union recognize the need for quality safety and health training and related services to enable Union workers to remain healthy and productive, and to aid the employer in meeting its own safety and health goals as well as those established by government agencies and construction owners. The Employer and the Union further recognize the need for quality training for apprentices and journey persons to meet the industry's needs for skilled craft labor. And finally, the Employer and the Union recognize the importance of cooperating in jointly and aggressively pursuing new work opportunities utilizing Union members and in formulating new initiatives designed to enhance the competitiveness of Union contractors.

Therefore, in addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a total contribution of six (\$0.06) cents per hour worked by each employee covered by this Agreement in accordance with Article IV, Wage and Fringe Benefit Schedule, page 3, to the UBC Health and Safety Fund, the UBC National Apprenticeship and Training Fund, and the UBC Labor-Management, Education & Development Fund. This six (\$0.06) cent contribution shall be divided as follows: two (\$0.02) cents to the Health & Safety Fund, two (\$0.02) cents to the Apprentice & Training Fund, and two (\$0.02) cents to the Labor-Management Education & Development Fund. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of said Fund.

All Health & Safety, Apprenticeship & Training, and Labor-Management Education & Development contributions shall be computed on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of each of the Trust Funds referenced above. The Employer hereby also agrees to be bound by the Trust Indenture Agreements applicable to each of the respective UBC Trust Funds described above.

Upon request, each Employer and/or Union shall receive a copy of each of the Funds' Annual Reports.

## **FRINGE ADJUSTMENTS**

If, during the term of this Agreement, the joint Board of Trustees of any of the aforementioned funds agrees to an increase in employer contributions, the Union shall notify

the Association in writing, of any such desired change. Such written notice shall be signed by the Michigan Regional Council of Carpenters' signatory to this Agreement and shall specify the amount that is to be applied to any of the aforementioned funds, which amount shall be uniform for all Local Unions. Effective the first day of the second calendar month next following the receipt of such written notice, and upon written agreement between the Union and the LRD, the amount requested to be applied to such fund shall be so paid, and the wage rates herein provided shall be reduced accordingly.

### **APPRENTICES**

The Contractor agrees that whenever six (6) or more Journeyman Carpenters covered by this Agreement are employed on any project that one (1) will be an Apprentice and that this minimum ratio of apprentices to journeymen shall be maintained as the size of the workforce is increased or decreased insofar as possible. When apprentices are employed, the Contractor agrees to abide by the rules and regulations, rates of wages and working conditions as set forth by the Joint Apprenticeship Committee having jurisdiction over the area where the work is performed.

### **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. The Contractor shall be the sole judge of who shall be his carpenter foreman. The minimum wage rate for the Carpenter Foreman shall be seven (7%) percent per hour above the journeyman base rate.

### **PAYDAY**

Friday shall be the weekly payday on all work, except where a State, Federal, or local law or regulation makes it impracticable. Each employee shall be paid weekly, during working hours, by means of a payroll check, which shall be accompanied by a stub or memorandum indicating the dates of the pay period, the gross amount of the check, F.I.C.A., and income tax withheld; Company name, address, hours worked and the employee's name. No more than one week's pay shall be held back. The Contractor may utilize electronic direct deposit of an employees' paycheck.

### **LAYOFF**

In the case of permanent layoff, all workers permanently laid off will be paid on the jobsite at the time of layoff. Employees shall be notified at least one (1) hour before layoff. The Contractor may utilize electronic direct deposit of an employees' paycheck.

### **DISCHARGE/VOLUNTARY QUIT**

If a workman is discharged he must be paid within one hour of the time of discharge and shall be paid straight time for any time he is required to wait beyond such one (1) hour. This shall be construed to apply only to normal working hours. If a workman quits on his own accord, he shall wait for his pay until the next regular payday.

### **DIVERS**

- (a). Wages of any diver employed under the jurisdiction of this Agreement shall be one and on-half (1 ½) times the regular journeyman base wage rate.

- (b). If the diver furnishes all his own equipment, he shall receive fifty dollars (\$50.00) for each and every day the equipment is used.
- (c). Divers shall be guaranteed eight (8) hours pay during any day they get wet making a dive. At all other times, divers shall receive the same rate of pay as journeymen carpenters. Overtime hours while diving shall be paid at one and one-half (1 ½) time the divers rate.

## **ARTICLE V**

### **INDUSTRY PROMOTION FUND**

1. The Contractor agrees to contribute to the Michigan Infrastructure and Transportation Association Industry Promotion Fund the sum of twelve (\$0.12) cents per hour for all hours worked by each employee working under this Agreement, without regard to whether the employee was working on straight time or overtime. The amount of the contribution will increase each year as noted in the Wage and Fringe Schedule.
2. 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.
3. The activities of the Industry Promotion Fund shall be determined by the Association and shall be financed from the payments herein provided for.
4. The Contractor hereby agrees that the designated representative of the Association shall be permitted, upon request to audit the payroll records of the Contractors to determine compliance with this Article.
5. 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 anti-union activity.
6. A Contractor who elects not to make contributions to the Michigan Infrastructure and Transportation Association Industry Promotion Fund shall so notify the Union in writing, and in lieu of making the contribution to the Industry Promotion Fund, shall pay twelve (\$0.12) cents per hour to the Michigan Carpenters' Apprenticeship and Training Fund for actual per hour to be in addition to the contribution to the Michigan Carpenters' Apprenticeship and Training Fund as provided for in Article IV, (e), of this Agreement. The amount of the contribution will increase as noted in the Wage and Fringe Schedule.

## **ARTICLE VI**

### **HOURS OF WORK/OVERTIME**

- (a). Where a single shift is worked, eight (8) hours of continuous employment, except for a one-half (½) hour unpaid lunch period, shall constitute a day's

work, beginning on Monday through Friday of each week. Where work is performed in excess of eight (8) hours on any of those days, time and one-half (1 ½) the base rate of wages shall be paid.

- (b). The Contractor shall have the option of scheduling work on a basis of four (ten) (10) hour days, Monday through Friday, at straight time, for any work week on a company wide basis, a work crew basis or on a project basis. When employees are scheduled to work on a four (4) ten (10) hour schedule, time and one-half (1 ½) shall be paid for all hours over ten (10) in one day. The Contractor shall notify the Local Union when he schedules work on a four (4) ten (10) hour day basis and will hold a job conference with the Union if requested by the Union. Notification to the steward shall be deemed notification to the Union for purposes of this section.

### **WORK WEEK/LUNCH PERIOD**

Where two (2) or more shifts are worked, five (5) eight (8) hour shifts from Sunday midnight to Friday midnight shall constitute a regular weeks' work and such time shall be paid for at the base rate of wages; provided, however, the workers shall be allowed a one-half (½) hour lunch period in each shift to be paid for as working time. Where work is performed in excess of eight (8) hours on any shift, time and one-half (1 ½) the base rate of wages shall be paid.

When the workday exceeds fourteen (14) continuous hours, an additional unpaid half hour (½) lunch period shall be afforded each employee. This provision shall not be applicable in emergency or unique situations.

### **COFFEE BREAK**

There will be a ten (10) minute coffee break in the morning at a suitable place near the employee's work-station. A ten (10) minute afternoon coffee break will be applicable when a shift of ten (10) or more hours is scheduled.

### **OVERTIME/HOLIDAYS**

- (a). For all hours worked on Saturdays, the workers shall be reimbursed at the rate of one and one-half (1 ½) times the base rate of wages. All hours worked on Sundays or Holidays listed in this agreement shall be paid at double time.
- (b). The following days are recognized as holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day and New Year's Day.
- (c). No work shall be done on Labor Day except in extreme emergencies.

### **REPORTING TIME**

In the event an employee is ordered to report for work on any day, he shall be paid at least two (2) hours 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 (1) hour of pay for two (2) hours reporting during which time the employee must be available for assignment unless excused by the Contractor.

If an employee covered by this Agreement is ordered to report for work on any day and actually commences work, he shall receive four (4) hours pay, unless he is prevented from working on account of bad weather, in which event he shall be paid for the hours actually worked or one (1) hour, whichever is greater. If an employee works more than four (4) hours, he shall receive eight (8) hours pay, unless he is prevented from working on account of bad weather.

## **WORKING CONDITIONS**

Rubber boots and rain gear, protective outer garments of leather or similar materials used for welding other than those customarily furnished by carpenters, 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 worker, the worker may be required to sign a receipt acknowledging receipt of any such articles and the worker shall be responsible for the care, safekeeping and return thereof. The worker shall return any article or articles furnished to a worker by the Contractor to the Contractor in the same condition as when received by the worker, subject to normal wear and use. The Contractor will replace any article or articles furnished by the Contractor to the worker, which becomes unserviceable through normal wear and use, provided the unserviceable article is returned to the Contractor.

## **ARTICLE VII**

### **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 Care, Apprenticeship and Training, Pension, Annuity, UBC Health and Safety, UBC Apprenticeship & Training or UBC Industry Promotion Fund, payment, as set forth in this Agreement shall not be considered as subject to arbitration, and the Union may, after forty-eight (48) hours telegraphic or written notice to the Contractor and the Association, take economic action against the Contractor until such delinquent payments are made.
2.
  - (a). In the event of any arbitral differences arising under this Agreement, an earnest effort shall be made to settle such differences between the individual Contractor and his workers provided that the Union and/or worker shall initiate the grievance procedure by calling such grievable matter to the attention of the Contractor or his jobsite representative within five (5) working days of the alleged event giving rise to such grievance.
  - (b). In the event the Contractor and his workers are unable to satisfactorily settle such difference the matter shall, within five (5) additional working days, be referred to the Secretary of the Labor Relations Division of the Michigan Infrastructure and Transportation Association and the Local Representative of the Union for disposition. Similarly, should the Contractor have occasion to initiate a grievance against the Union, it shall be initiated by the Contractor

with the Unions designated business agent within five (5) working days of the event giving rise to such grievance.

- (c). All matters of decision shall be delivered to the Secretary of the Board who in turn shall deliver to the contractor and the Union a written statement of the decision of the Board.
  - (d). All matters of decision shall be delivered to the Secretary of the Board who in turn shall deliver to the contractor and the Union a written statement of the decision of the Board.
- 3.
- (a). For the purpose of arbitration a Joint Arbitration Board shall be created by the parties hereto, both the Labor Relations Division of the Michigan Infrastructure and Transportation Association and the Union selecting three (3) members each who will constitute such Board. The parties shall select two alternate members who will serve when needed to secure full representation of either party on such Joint Arbitration Board hereto.
  - (b). In the event of unequal representation on the parties hereto, at any meeting of the Board for consideration of differences, the majority party shall forego such unequal representation in voice and vote at such meeting.
  - (c). The Executive Secretary/Treasurer of the Michigan Regional Council of Carpenters' and the Secretary of the Labor Relations Division of the Michigan Infrastructure and Transportation Association will appoint the respective committee at the time a grievance is filed with the Board. It is understood that no appointed committee member will be directly involved in the grievance.
- 4.
- (a). Should the Board be unable to reach a decision, an Umpire, mutually agreeable, shall be selected by the Board who shall meet with the Board and consider the matter in question. Should the Board be unable to mutually agree on an acceptable Umpire within five (5) working days of reaching impasse on a grievance than an arbitrator shall be selected using the rules and procedures of the American Arbitration Association. The fees of such arbitrator shall be borne equally by both parties.
  - (b). A majority opinion of the Board and Umpire shall constitute the decision of the Board, which must be rendered within fifteen (15) days from the selection of the Umpire, and such decision shall be submitted in writing as herein provided and shall be final.
  - (c). A decision reached at any step of the grievance procedure shall be final and binding on all the parties.

## **ARTICLE VIII**

### **SUBCONTRACTING**

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 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, Union Security.

## **ARTICLE IX**

### **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 X**

### **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 XI**

### **OVERPAYMENT/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 individuals overpayments; and, further provided that the deductions be in conformance with 408.477 MCL, Section 7, Deductions From Wages.

## **ARTICLE XII**

### **TERMINATION**

The Agreement shall remain in full force and effect until **June 1, 2013**, and thereafter shall continue in force from year to year, unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the end of the current term, or as the case may be, sixty (60) days prior to the end of any additional contract year, of its intention to make changes in or terminate this Agreement. Such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by registered or certified mail to the other party.

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

**Labor Relations Division  
Of the Michigan Infrastructure and Transportation Association**

**By:**

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**Robert A. Patzer, Executive Vice President/Secretary**

**Michigan Regional Council of Carpenters**

**By:**

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**Douglas Buckler, Executive Secretary/Treasurer**

## **MEMORANDUM OF AGREEMENT**

In interpreting and applying Article VIII (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 fifty percent (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.

The Memorandum of Agreement shall be incorporated by reference in the Collective Bargaining Agreement, effective June 1, 2008 to June 1, 2013 between the Union and the LRD and in any successor Collective Bargaining Agreement unless otherwise expressly agreed in writing by the Union and the LRD.

**Labor Relations Division  
Of the Michigan Infrastructure and Transportation Association**

By: \_\_\_\_\_  
**Robert A. Patzer, Executive Vice President/Secretary**

**Michigan Regional Council of Carpenters**

By: \_\_\_\_\_  
**Douglas Buckler, Executive Secretary/Treasurer**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**FOR THE EMPLOYER:**  
**(Please Print)**

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**Name of Company, Partnership or Corporation**

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**City, State, Zip Code**

**(Area Code) Phone**

**Company Social Security  
Identification No.** \_\_\_\_\_

**Workers' Compensation Insurance No.:** \_\_\_\_\_

**Policy Expiration Date:** \_\_\_\_\_

**Insurance Firm:** \_\_\_\_\_

**Agency Name and Address:** \_\_\_\_\_

**Agency Phone No.** \_\_\_\_\_

**Contractor's State License  
Identification No.** \_\_\_\_\_

**Michigan Unemployment  
Insurance Identification No.** \_\_\_\_\_

<b>Carpenters</b>	<b>Fringe</b>	<b>Benefits</b>	<b>Code</b>	<b>No.</b>
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**Certificate of Michigan Workers' Compensation  
Insurance must be attached.**

**Certificate of Michigan Unemployment  
Compensation Insurance must be attached.**

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

**By:** \_\_\_\_\_  
**Please Print**

TITLE: \_\_\_\_\_

## CARPENTER CRAFT JURISDICTION

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

### 2. Temporary Structures

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

### 3. Pile Driving and diving.

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

underpinning, all burning and welding operations in conjunction with pile driving, all false work for open

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

## **TENDERS**

Tending carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or other process. After the material and other materials so such mechanical, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork lifts when used at levels not in excess of nine (9) feet.

Unloading, handling and distributing of all materials, doors, doorbucks, door frames, windows, window frames, all mill work, insulation material, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning all debris in building and construction area. The general cleanup, including, sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing and cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures therein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applies to walls, floors, ceiling and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

## **SCAFFOLDS**

Erection, planking, maintenance and removal, of all scaffolds, windbreaks and weather protections for lathers, plasterers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof. Where self-supporting scaffolds or staging or specifically designed scaffolds are built by Carpenters, Carpenters shall tend said Carpenters on erection thereof, the dismantling of said scaffolds, as well as preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by Carpenters.

## **EXCAVATIONS AND FOUNDATIONS SITE PREPARATION AND CLEARANCE TRANSPORTATION AND TRANSMISSION LINES**

Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including area adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines of cables.

On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as; highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, buckling, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers lumber handlers and all Carpenters connected with on-site portable sawmill operators connected with clearing. Erection, dismantling and/or reinstallation of all fences. Cleanup of right-of-way, including tying on signaling, stacking of brush, trees or other debris, and loading and unloading same.

The construction, installation, treating and reconditions of distribution of pipelines transporting coal, oil, gas, or other similar materials, vapors or liquids, including portions of such pipelines within private property boundaries, up to and including the meter settings of private industry, government, or other premises. Such pipeline construction, installation, treating or reconditioning of pipe commonly referred to as distribution systems, and all work covering pumping stations and tank farms.

All work for clearance of right-of-way preparatory to the installation of distribution lines, the digging, pumping of water and trimming of trenches and ditches,

building of manholes, headwalls, etc., and all work incidental therewith for distribution lines; work in connection with the distribution of pipe, duct, cable, all occasional and incidental truck driving, traffic control, together with the placing of skids and pipe over the trench; the cleaning, sealing, etc., of the pipe; all work in connection with the line up crew, welders helpers; the cleaning, wrapping, and doping of pipe before lowering after the welding of joints has been made; the cleaning, wrapping; and doping of pipe in the Employer's yard; the work in connection with the lowering and installation of the pipe, duct and plastic pipe, duct rodding and removal of the skids; in connection with the back-filling of trenches after the pipe, conduit, and cable has been laid; all work in connection with clean-up after pipe and conduit has been laid and the trenches backfilled; demolition, tie-up and reconditioning of old pipe and other appurtenances, and all other general and miscellaneous work in connection with the entire operation.

### **CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES**

Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of portable mixers, motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket.

Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screening, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls or sections, are used, all loading, unloading, stockpiling, hooking on, mixing, handling, conveying, placing and spreading of group for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water, operation of concrete saw (under 40 h.p.). Disassembling, cleaning, and stockpiling gang forms and all other concrete forms.

The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc. The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in the reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used. All work on interior concrete columns, mixing, carrying and grouting of foundations for engine and machinery beds or bases. The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms on all flat arch work, ceilings or decking and all final stripping. The moving, cleaning, oiling and carrying of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or

hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

### **AIRPORTS, HIGHWAYS, STREETS, WAYS AND BRIDGES**

All work ordinarily included in public or private highway construction contracts, whether inside or outside private property lines, such as; for example, bridges, sewers and street grading, street paving, curb setting, sidewalks, parking lots and work connected therewith, etc., or any concrete slab work which is built in accordance with highway construction methods. All grading, paving, concrete, asphalt, drainage and similar work incident to the construction of airports, ramps and runways.

Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence, crash barrier, sound barrier or guard rail installation and/or removal for streets, highways, roadways, rest parks, bridle paths, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installations of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive the same.

### **TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.**

Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air to other tools. Digging trenches, ditches and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or

foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, re-surfacing of roads, streets, etc., and/or restoration of lawns and landscaping.

### **SHAFTS AND TUNNELS, SUBWAYS AND SEWERS**

Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of materials used for timbering or re-timbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multi-plate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-concentrating or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc., and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of wellpoints or any other dewatering system.

### **COMPRESSED AIR**

In compressed air all work underground or in compression chambers, including tending or other aid lock. All work in compressed air construction; including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's, lock tenders, mucking machine operators, motormen, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushes, grout machine operators, steel setters, cage tenders, skimmers track layers, dumpmen, shanty man, hog house tender, testing man on gas, caisson, gunnite dinky workers, diamond drillers, timbermen, jet-gunmen, gunnite nozzle men, gunmen, reboundmen and all other work connected therewith.

### **SEWERS, DRAINS, CULVERTS AND MULTI-PLATE**

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multi-plate. All digging, driving of sheet piling, lagging, bracing, shoring, and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe.

Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that Employer may direct that this work be done under proper supervision. Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools, drain fields, to include; wire mesh, steel mats, dowell bars, etc.

### **UNDERPINNINGS, LAGGING, BRACING, PROPPING AND SHORING**

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along route of movement. Re-setting of structure in new locations to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new sites.

### **DRILLING AND BLASTING**

All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including sharpening, handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, and road guarding.

### **SIGNAL MEN**

Signal men on all construction work defined herein, including traffic control signal men at construction sites.

### **GENERAL EXCAVATION AND GRADING**

The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

### **FACTORIES**

All work in factories, mills and industrial plants performed now or as may be acquired hereafter , including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of

raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

### **GENERAL**

Material yards, junk yards, asphalt plants, concrete products plants, cemeteries and the cleaning of reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semiskilled nature, including workmen in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, rodmen, chainmen, guards, security and safety men, toolroom men, park, sports arena and all recreational center employees, utility employees, horticultural and agricultural workers, garbage and debris handlers, dumpmen and cleaners. All work in all block plants.

Sandblasting to clean materials including all underground piping, also painting and application of various types of mastics for all underground appurtenances.

### **LANDSCAPE NURSERIES**

All seeding, sodding, planting, cutting, trimming, backfilling and tamping, rough grading, finish grading and maintaining of landscape projects by any and all methods. Loading and unloading and transporting all materials.

### **PITS, YARDS, QUARRIES, ETC.**

All drillers, blasters and/or powdermen, nippers, signalmen, workmen in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants.

### **WRECKING**

The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood and metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

### **RAILROAD CONSTRUCTION, MAINTENANCE AND TRACK WORK**

Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of

installation. The use of spikepullers, tie removers and inserters, track wenchers, track drills, barko hammers, chainsaws, rail saws, spaders, jackhammers, spike hammers and vibratory tampers or compactors, and power ballast regulators and all similar machines, tools, and materials, air, gas and electric. All burning, cutting, or welding of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, siding, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences. Gasoline motor cars used in transporting workers.

### **STUDIO UTILITY EMPLOYEES**

All such work as herein described as may be pertinent to and part of the operation of Motion Pictures and other related types of studios.

### **LASER BEAM**

Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein.

### **MISCELLANEOUS**

The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility equipment, such as: concrete belt conveyers, and furnishing and removal and loading or burning of all debris, including crates, boxes, packaging waste material. Washing and cleaning of all walls, partitions, ceilings, windows, bathrooms, kitchens, and all fixtures and facilities therein; cleaning, mopping, washing, waxing and polishing or dusting of all floors or areas. Also all unloading of trucks and uncrating of furniture and material. Unloading of all steel, re-steel and carrying to the job done by hand. Watchmen on plant site and guards, handling and repair, cleaning, storing, unloading, and distribution of tools when stored in a common crib. Bringing materials to a point of erection of Carpenters. All shee bolts to be cleaned and serviced. All salamanders and heaters fired by oil, coal or wood. All motorized sweepers, buggies and lift trucks. Rodmen, Chainmen and traffic flagmen. All pumps, all new or old concrete sawing. Carpenters or carpenter carry material to and from the saw, and cutting of all holes in walls by any means or method, all core drilling, the initial cleaning and/or method.

The loading and unloading of all materials from railroad cars, trucks or other conveyances when performed by hand. All cutting or burning of all materials by torch, all acetylene and electric welding when assigned by the Employer.