

2013-2023

MONROE LABORERS'

AGREEMENT

entered into between

AGC of Michigan, Labor Relations Division

and

Michigan Laborers' District Council

and

**Local Union 499 of the
Laborers' International Union
of North America, AFL-CIO**

Ann Arbor, Michigan



LIUNA!

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INDEX

Annuity	8
Apprentice Laborer	12
Arbitration	19
Beverage Break	16
Change House	16
Cleaner/Sweeper Laborer	11
Collection of Fringe Benefits	14
Demolition Laborer.....	5
Employment	2
Equal Treatment	22
Foreman	15
Furniture Laborer	12
General Principles	15
Grievances	19
Hiring	2
Holidays	17
Hours of Work	17
Industry Advancement Program	24
Injury	22
Insurance	8
Labor Management Forum	1
Lay-Off.....	15
LECET.....	9
LIUNA Code of Performance	3
Lunch Period	17
Market Recovery	24
New Market Initiative.....	10
Overtime	17
Parking	17
Pay Checks	13
Pay Day	13
Pension	8
Prejob Conference	16
Shift Work	18
Show-Up Time	21
Steward	20
Subcontracting	20
Substance Abuse	24
Termination	25
Tools.....	16
Training Fund	23
Transfers.....	16
Vacation	8
Wages & Fringe Benefit Contribution	5
Water	17
Working Conditions.....	16

MONROE LABORERS' AGREEMENT

AGREEMENT made and entered into this 25th day of March, 2013, between the AGC of Michigan, hereinafter called the "Association," representing its members, hereinafter called the "Employer" or "Employers," and the Michigan Laborers' District Council and Local No. 499 of the Laborers' International Union of North America, AFL-CIO, hereinafter called the "Union."

WITNESSETH

WHEREAS, The parties hereto desire to stabilize employment in the building and construction industry and to agree upon rates of wages, conditions and terms of employment, and

WHEREAS, The parties hereto are desirous of preventing strikes and lockouts and of facilitating peaceful adjustment of grievances and disputes between Employer and employee,

IT IS HEREBY UNDERSTOOD, and mutually agreed as follows:

DECLARATION OF PRINCIPLES

The principles upon which this Agreement is based are:

1. That there shall be no limitation as to the amount of work an employee shall perform during the working day, it being understood that the employee shall perform a fair and honest day's work.
2. That there shall be no restriction of the use of machinery, tools or appliances, provided the same are of standard size and standard equipment. Use of new labor-saving devices and equipment shall, however, become a matter of economic interest to the Union.
3. The Employer will employ and use all means of safety for the protection of the employee, in compliance with all safety regulations and in accordance with the law.
4. The Employer and the Union agree that there will be no discrimination in employment based upon race, color, creed, national origin, sex or age, and that nothing elsewhere in this Agreement shall be construed as requiring or permitting such discrimination. The Employer and the Union further agree that each will cooperate with the other in taking such affirmative actions by either or both as are proper and necessary to ensure equality of opportunity in all aspects of employment.
5. The Employer and the Union are encouraged to promote jobsite safety meetings.
6. **Labor Management Forum.** A joint committee comprised of equal number of management and labor shall meet for the purpose of reviewing on a bi-annual basis,

problems, market share discussions and/or issues confronting the industry and developing resolutions for same.

ARTICLE I Employment

1. (a) THE EMPLOYERS AGREE THAT IN THE EMPLOYMENT OF WORKERS TO PERFORM THE VARIOUS CLASSIFICATIONS OF LABOR REQUIRED IN THE WORK UNDER THIS AGREEMENT, THEY SHALL, EXCEPT UNDER UNUSUAL CIRCUMSTANCES, NOTIFY THE LOCAL UNION BEFORE HIRING NEW EMPLOYEES SO AS TO AFFORD THE LOCAL UNION AN OPPORTUNITY TO REFER APPLICANTS TO SUCH EMPLOYMENT.

(b) To expedite requests for applicants, the Employer is encouraged to request applicants for employment in writing (by fax or mail). The request should contain the number of employees needed, their start date and the particular skills desired.

2. (a) The Employer agrees not to discriminate against workers who are members of the Union and the Union agrees to endeavor to furnish a sufficient number of persons to do the work of the Employer, who also will not discriminate against workers not affiliated with the Union, but will advise such employees that they must become members of the Union on or after the eighth (8th) calendar day from the first day of employment in the industry, and shall remain members in good standing during the term of this Agreement. This being what is known as the Union Shop Agreement.

(b) The Employer shall not be obligated hereunder to discharge or discriminate against any employee for nonmembership in the Union:

(i) 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

(ii) 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 the initiation fees uniformly required as a condition of acquiring or retaining membership; and

(iii) The Employer shall be furnished with a notice in writing by the Union, signed by the proper officer, and setting forth that the employee has refused to join the Union, although the employee has been offered membership on the same terms as other members, or that the employee's membership in the Union has been terminated for reason of nonpayment of regular dues or regular initiation fees, and that the Union requests that said employee be discharged for one of these above reasons.

3. **Checkoff.** The Employers agree to deduct the initiation fee and membership dues from the wages of each employee who has signed a voluntary assignment and authorization to

do so and remit the same to the Union monthly. The assignment and authorization shall be in a form approved by the Association and the Union.

4. Assignment for Working Dues.

(a) Pursuant to an agreement between the Union and the Employers governing the MICHIGAN LABORERS' VACATION FUND, dated November 1, 1965 and including the fifth Amendment dated July 1, 1971, which is incorporated herein by reference, employees may voluntarily execute a written authorization for an assignment of an amount of their hourly wages for the payment of working dues which are uniformly required of all employees working within the jurisdiction of the Union. The Employer appoints the trustees of the MICHIGAN LABORERS' VACATION FUND as its agent for the receipt of said written authorizations and for the deduction of said working dues. Upon receipt of written authorizations signed by the employee, the trustees shall deduct such sums as are payable as working dues from Vacation Fund contributions for said employee received by the trustees prior to depositing such contributions into the Vacation Fund.

(b) For any employee who has not executed an authorization for the assignment of working dues, the Fund will, on request, remit to the employee at regular intervals at such times as determined by the trustees, such a sum as would be remitted to the Union if such an authorization had been executed by the employee.

(c) The authorization for the assignment of working dues shall be irrevocable for the period of one (1) year, or until the termination of this collective bargaining agreement, whichever period is less, unless written notice is given by the employee to the trustees of the Fund not more than seventy-five (75) days before any periodic renewal date.

(d) The Union shall indemnify and save each Employer, the Association, and any Association trustee harmless against any duplication of payment and any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by or not taken by the Employer, the Association or any Association trustee for the purpose of complying with this Section, provided, however, the Union shall not be responsible for any liability caused by the gross negligence or intentional misconduct of the Employer or the Association.

(e) The Union shall indemnify and hold harmless the Association and/or Employer from any and all claims, demands, suits or other forms of liability, including reasonable costs and expenses and reasonable attorney fees, which arise out of the Association's and/or Employer's compliance and/or cooperation with the Union shop and Union check-off provisions of this Agreement, including any challenges thereto under Michigan P.A. 348 of 2012, or which arise out of the Union's operation of a hiring hall.

5. LIUNA Code of Performance. To implement the LIUNA Code of Performance adopted by LIUNA, the Employer agrees to designate discharges "for cause," when appropriate, as described in the following Notification of Termination clause and to substantiate such cause if necessary in proceedings under the Code of Performance.

This clause is intended only to assist the Union in implementing its Code of Performance

and a worker's only rights there under are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this Agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.

Notification of Termination Form

Instructions: Immediately upon termination of an employee for any cause other than lack of work, please mail, fax or scan and email this completed form to the District Council or Local Union.

Name of Employer completing this form:

Address

City State Zip

Telephone Fax

Authorized Signature

Name of Authorized Person

Name of Employee Being Terminated

Date of Termination

Reason for Termination (Check one or more):

Excessive Absenteeism: _____

Excessive Tardiness: _____

Lack of Required Skills: _____
(This area cannot be checked for Apprentices)

Insubordination: _____

Theft: _____

ARTICLE II
Wages and Fringe Benefit Contributions

1. The rate of wages to be paid Laborers and other classifications under the jurisdiction of the Laborers' International Union of North America, AFL-CIO, shall be those wages applicable to the area or territory served by and within the jurisdiction of the Local Union as follows:

2. Jurisdiction and classification rates: County—Monroe.

Effective the first full pay period on or after June 1, 2013:

**CONSTRUCTION LABORER, CARPENTER TENDER, CONCRETE LABORER,
CONCRETE CHUTE, BUCKET HANDLER, DEMOLITION LABORER**

*Base Wage	\$24.46
*Vacation	4.40
Health Care	5.30
Pension	6.71
Annuity	1.75
Training	.47
LECET	<u>.13</u>
	\$43.22
IAP	.15

*Subject to Federal Withholding & FICA.

Laborer Foreman Rate: \$1.25 over Construction Laborer Rate.

2nd Shift: \$.30 per hour additional premium.

3rd Shift: \$.60 per hour additional premium.

DEMOLITION LABORER:

A ten minute period for cleaning up shall be allowed before lunch and again at the end of a day's work.

Ground Burner: Base Wage shall be fifty cents (\$.50) per hour more than the hourly rate for a Demolition Laborer.

High Burner: Base Wage shall be one dollar (\$1.00) per hour more than the hourly rate for a Demolition Laborer.

MORTAR MIXER (including concrete and mortar 1/2 cu. yd. or smaller machine, or by hand in mortar box); **MASON TENDER & CEMENT MASON TENDER; PLASTERER TENDER, PORTABLE MIXER OPERATOR, AND AIR ELECTRIC & GASOLINE TOOL OPERATOR** (including concrete vibrator & acetylene torch); **CAISSON WORKER; †FURNACE BATTERY HEATER TENDERS; SIGNALMAN ON CONCRETE POURS ONLY**

*Base Wage	\$24.66
*Vacation	4.40
Health Care	5.30
Pension	6.71
Annuity	1.75
Training	.47
LECET	<u>.13</u>
	\$43.42
IAP	.15

*Subject to Federal Withholding & FICA.

†This Classification and rate apply to those Laborers exposed to excessive dust, dirt and heat conditions of the furnace.

Laborer Foreman Rate: \$1.25 over Construction Laborer Rate.

2nd Shift: \$.30 per hour additional premium.

3rd Shift: \$.60 per hour additional premium.

HAZARDOUS WORK: Employees required to wear acid resistant clothing, heat resistant clothing or radiation protective clothing.

*Base Wage	\$24.96
*Vacation	4.40
Health Care	5.30
Pension	6.71
Annuity	1.75
Training	.47
LECET	<u>.13</u>
	\$43.72
IAP	.15

*Subject to Federal Withholding & FICA.

Laborer Foreman Rate: \$1.25 over Construction Laborer Rate.

2nd Shift: \$.30 per hour additional premium.

3rd Shift: \$.60 per hour additional premium.

CLEANER/SWEEPER LABORER; FURNITURE MOVER

*Base Wage	\$18.80
*Vacation	4.40
Health Care	5.30
Pension	6.71
Annuity	1.75
Training	.47
LECET	<u>.13</u>
	\$37.56
IAP	.15

*Subject to Federal Withholding & FICA.
2nd Shift: \$.30 per hour additional premium.
3rd Shift: \$.60 per hour additional premium.

Effective the first full pay period on or after June 1, 2014, there will be a wage freeze. Every year thereafter, a one and one-half percent (1½%) increase will be granted on the anniversary date (June 1st) of the Agreement. It is understood and agreed that all increases will be calculated using the previous year's base wage only. Any and all increases will be distributed first to the Pension Fund and second to the Health Care Fund as required by their respective Board of Trustees—breakdown to be determined by the Union.

3. The Gross Wage shown in these schedules includes required payments for Base Wages, Vacation, Health & Welfare, Pension and Training Fund Contributions. Failure to pay the Base Wage each week, and the funded fringe contributions by the 15th day of the succeeding month in the manner provided herein is payment of less than the Gross Wage and shall constitute a status of delinquency and a violation of this Agreement.

4. When a Laborer performs work during the forenoon period in a premium classification carrying a wage rate higher than that of Construction Laborer, he shall be paid the premium rate for all time worked during the forenoon period. When a Laborer performs work during the afternoon in a premium classification, he shall be paid the premium rate for all time worked during the afternoon period. This provision shall also apply to shift work.

5. If an employee is called back to work within twenty-four (24) hours from the start of his regular shift, after he has completed his regular shift and has left the jobsite, he shall be paid a minimum of two (2) hours at double the prevailing shift rate. If shift is completed and job reverts back to one normal shift, then this would not apply.

6. **ON STEEPLES, TOWERS, SILOS, STACKS AND SPIRES**, the Base Wage for work performed shall be fifty cents (\$.50) over the Construction Labor rate, or applicable rate. The fifty cents (\$.50) per hour differential shall start at the ground level.

7. **SCUBA-DIVING:** One hundred dollars (\$100.00) per day plus twenty dollars (\$20.00)

additional per day for maintenance of individual's personal diving equipment.

8. DYNAMITE AND BLASTERS: One dollar (\$1.00) per hour over Construction Laborer rate.

9. It is understood and agreed that the provisions of this Agreement, including the labor classifications and approved wage rates, do not apply to highway construction. Highway construction is defined as: Construction of a thoroughfare, road or street which any person has a right to use, or any bridge viaduct and all sewer or conduit work related thereto, which is built in accordance with highway construction methods.

10. Any changes or increase in the fringe benefit rates throughout the duration of this Agreement shall be adjusted from the wage increase as granted on the anniversary dates of this Agreement.

11. Insurance. The Employer agrees to pay into the Michigan Laborers' Health & Welfare Fund and make contributions in accordance to the Trust Agreement, and agrees to be bound by all the provisions contained therein. All Health & Welfare contributions shall be computed at the rate as specified in Article II 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 regular intervals as may be determined by the Trustees of the Michigan Laborers' Health & Welfare Fund, to such depository as may be designated by said Trustees.

12. Pension. The Employer agrees to pay into the Michigan Laborers' Pension Fund and make contributions in accordance to the Trust Agreement and agrees to be bound by all the provisions contained therein. All pension contributions shall be computed at the rate as specified in Article II 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 regular intervals as may be determined by the Trustees of the Michigan Laborers' Pension Fund, to such depository as may be designated by said Trustees. Negotiated wage increases will be allocated first to satisfy any required Pension Fund contribution increase.

13. Annuity. The Employer agrees to make monthly contributions into the designated depository of the Michigan Laborers' Annuity Fund dated March 1, 1997 and make contributions in accordance to the Trust Agreement and agrees to be bound by all the provisions contained therein. All Annuity contributions shall be computed at the rate specified in Article II 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 regular intervals as may be determined by the trustees of the Michigan Laborers' Annuity Fund, to such depository as may be designated by said trustees.

14. Vacation. The Employer agrees to pay into the Michigan Laborer's Vacation Fund and make contributions in accordance with the Trust Agreement and agrees to be bound by all provisions contained therein. Vacation contributions are made on an hours paid basis and

are subject to overtime rates the same as wages; however, the amount of such payment representing the overtime premium shall be included in the employee's pay check. For example, when an employee works overtime and is paid time and one-half the straight-time Vacation amount, the amount per straight-time hour as specified in Article II shall be paid to the Michigan Laborers' Vacation Fund, and the overtime premium per hour shall be included in the employee's paycheck. These contributions shall be deposited each month, or at such intervals as may be determined by the trustees of the Michigan Laborers' Vacation fund, to such depository as may be designated by said Trustees.

15. Michigan LECET. With respect to work performed within the jurisdiction of Local 499, the Employer agrees:

(a) To be bound by the Trust Agreement for the Michigan Laborers' and Employers Cooperation Trust Fund dated June 1, 1994, and by lawful amendments, rules, regulations or other requirements related to said Fund adopted from time to time by the trustees of the Fund, provided they are not in conflict with the terms of this Agreement.

(b) To pay contributions to the Fund at the rate specified in Article II on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be made on each and every employee whether probationary, nonunion member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the trustees of the Fund to such depository as designated by said trustees.

16. Laborers' Local 499 LECET. The Employer agrees to pay into the Laborers' Local 499 Employers' Cooperation and Education Trust Fund the hourly contribution rate specified in Article II on actual hours worked without regard to whether the employee was working straight time or overtime. These contributions shall be made on each and every employee whether probationary, nonunion member, temporary, seasonal or casual. These contributions shall be deposited each month to such depository as designated by the trustees of the Fund. In the event that this Fund ceases to exist, then the amount of the contribution shall be included in the Base Wage.

17. Outside Michigan Fringe Fund Contribution Authority. If the Employer works on a project outside of the State of Michigan, which otherwise would be covered under its Master Agreement with the Union, and the Employer is not party to a Laborers' agreement covering such work in that area, the Employer may contribute to the Michigan Laborers' Pension Trust Fund; Michigan Laborers' Vacation Fund; the Michigan Laborers' Health Care Fund; and/or any other fringe benefit fund covered under the Master Agreement on behalf of any of its Laborer employees working on that project. Any such contributions shall be made at the current applicable rates and under the same terms as contributions required under the provisions of the Employer's Master Agreement requiring contributions to the Michigan Funds and must be paid on all hours worked (or paid, if required by current Agreement) by that employee on that project until the project is complete.

The Employer agrees to maintain records sufficient to allow the Fund's agents to conduct

an audit and determine the accuracy of the reports submitted in respect to employees' contributions pursuant to this Agreement.

ARTICLE III New Market Initiative

Employers complying with all terms and conditions of the Agreement may utilize a New Market Initiative (NMI) rate.

(a) The following language shall govern the application of the NMI Laborer Classification. NMI work shall be classified as: new construction and renovation of stand-alone buildings, 25,000 square feet or less.

NMI Scope of Work Description:

- Economy hotels, motels, gas stations and garages.
- Pole-type buildings and pre-engineered buildings
- Churches and funeral homes
- Restaurants
- Medical offices
- Offices and office buildings
- Bars, nightclubs and country clubs
- Public community housing
- Mobile home parks and facilities
- Apartments, condo and community buildings
- Recreational vehicle locations
- Farms and agricultural installations
- Fairs and public activities
- Retail stores
- Strip centers and stores
- Auto sales
- Theaters
- Banks and credit unions
- Telephone exchanges
- Senior centers, nursing homes and assisted living residences
- Others by Mutual Consent—negotiated work with private owners that fall in the scope of projects under the heading include evidence of non-signatory holders.

(b) This wage shall not apply to any work covered by the National Maintenance Agreement, General President's Agreement, Project Labor Agreement and Prevailing Wage Law.

(c) The NMI Laborer shall be paid twenty percent (20%) less than the Class A, Construction Laborer Total Package. Apprenticeship rates will not apply to all NMI work.

Effective the first full pay period on or after June 1, 2013:

*Base Wage	\$24.38
*Vacation	1.50
Health Care	5.30
Pension	3.36
LECET	<u>.04</u>
	\$34.58
IAP	.15

(d) Employer will make a reasonable effort to notify the Local Union when the NMI rate is used.

Others by Mutual Consent Procedure. In the event an Employer wishes to process a request under the “Others by Mutual Consent”, the Employer shall formally notify by mail at Laborers’ Local 499, 3080 Platt Road, Ann Arbor, MI 48108-1808 or by fax at 734/971-0094. The request should be processed on the standard form and must provide information relative to the project dollar volume, project title, project location and a list of current plan holders, if available. The request must be made at least seven (7) working days prior to the proposed bid date. Upon receipt, Laborers’ Local 499 will distribute the request to all signatory contractors.

Fringe Benefit Payment. All Employers remitting payment to the various funds must include the specific name of the job and identify the payments as NMI.

New Employees. The Employer shall provide or inform the appropriate Union(s) with a list of any new hires no later than one week after the new employee’s first day of work.

Monitoring of NMI Addendum. In order to properly monitor the economics and effectiveness of the NMI, the Employer(s) agree to submit for review, if available, all post bid results including the names of sub-contractors that have been chosen to perform any covered work.

**ARTICLE IV
Cleaner/Sweeper Laborer**

1. The following language shall govern the application of the CLEANER/SWEEPER Classification:

(a) Before Article III regarding the cleanup rate will apply, prior approval shall be obtained from the Business Manager who has sole authority to allow use of the cleanup rate.

(b) Cleanup for the purposes of this provision is defined as the removal and unloading of all crates, boxes, and packaging waste material; washing and cleaning of all walls, partitions, ceilings, windows, bathrooms, kitchens and all fixtures and facilities therein; sweeping, mopping, washing, waxing, and polishing or dusting of all floors or areas. The cleanup rate

applies on general cleanup only, after the masonry and heavy concrete cleanup is completed.

(c) The Cleaner/Sweeper scale of wages may be paid only to Laborers who are assigned cleanup work for full shift. The Cleaner/Sweeper scale of wages may not be paid for cleanup performed as maintenance work on completed operational nuclear power plants.

(d) The Gross Wage of the Cleaner/Sweeper Laborer shall be five dollars and sixty-six cents (\$5.66) less than the Construction Laborer's Gross Wage. A Cleaner/Sweeper's Gross Wage shall be allocated so that 100% of the Construction Laborer's fringe benefit contributions are paid with the remainder of the Cleaner/Sweeper's Gross Wage paid as his Base Wage.

ARTICLE V Furniture Laborer

1. The Cleaner/Sweeper scale of wages may be paid to Laborers who are assigned the unloading of furniture, shelving or display cases to the point of installation, the setting in place or relocation of furniture, shelving or display cases. This understanding shall not be construed as unloading of building materials.

ARTICLE VI Apprentice Laborer

1. Apprentice Laborers shall not constitute more than twenty-five percent (25%) of the Laborers employed by the Employer at each jobsite. To determine the number of Laborers employed, all classifications of Laborers, except nonworking foremen and Cleaner/Sweeper Laborers, shall be counted. To illustrate, after the Employer is employing three (3) Journeyman Laborers at a jobsite, the fourth person may be an Apprentice Laborer. After the fifth, sixth and seventh persons employed at the jobsite are Journeyman Laborers, then the eighth person may be another Apprentice Laborer. Upon request of the Employer, the Business Manager has discretion to permit the employment of Apprentice Laborers in excess of 25% of the Journeyman Laborers employed by the Employer on a jobsite.

2. Before a person may be classified as an Apprentice Laborer and paid the Apprentice scale of wages, the Employer must notify the Union and the Apprenticeship Coordinator in writing by completing the "Intent to Hire Letter" available from the Michigan Laborers' Training & Apprenticeship Fund. The Intent to Hire Letter may be submitted to the Union and the Apprentice Coordinator by mail or facsimile. Hours worked before an Intent to Hire letter is submitted shall be paid at the full Journeyman Laborer scale of wages.

3. An Apprentice's scale of wages is determined by the number of his work hours and by the number of his hours of classroom instruction. There are four pay classifications for Apprentice Laborers. An Apprentice must satisfy both the work hour and the training

requirement for each pay classification before qualifying for the higher scale of wages in the next classification. The Apprenticeship Committee may grant a certain amount of advance placement to Apprentices who demonstrate proof of related experience and knowledge. To become a Journeyman Laborer, an Apprentice must have worked 4,000 hours and have 400 hours of classroom training. Apprentices are paid a percentage of the Construction Laborer Base Wage and full Construction Laborer fringe benefit contributions. The Apprentice Laborer should be teamed with a Journeyman Laborer throughout his/her Apprenticeship. The Apprentice Coordinator will track each Apprentice as he/she progresses through the Apprentice Program and shall classify each Apprentice in his/her appropriate pay classification.

4. All registered apprentices will be compensated in accordance with the following schedule:

First Period - 1,000 work hours or less and 100 training hours or less - 75% of Journeyman Base Wage.

Second Period – 1,001 to 2,000 work hours and 101 to 200 training hours – 80% of Journeyman Base Wage.

Third Period – 2,001 to 3,000 work hours and 201 to 300 training hours – 85% of Journeyman Base Wage.

Fourth Period – 3,001 to 4,000 work hours and 301 to 400 training hours – 95% of Journeyman Base Wage.

ARTICLE VII Pay Day

1. Unless otherwise provided by arrangement between the Employers and the Union, employees shall be paid once each week in currency or check, on the job, two (2) hours prior to end of shift. The employee's pay stub shall show the straight-time hours worked, his gross pay, deduction for social security, withholding tax, total deductions, his pay, and date of pay. Any member failing to receive his wages on the regular pay day, due to the fault of the Employer, shall immediately notify the Business Agent, who shall proceed at once to collect the amount due, including pay for waiting time, not exceeding one day, which shall be charged until the wages are received. This waiting time is to apply to the Employer who willfully neglects, or does not make it his duty, to pay his employees at the proper time.

2. All wages and fringes as shown in this Agreement are to be paid beginning with the first hour of employment of all employees covered under this Agreement.

3. **PAY CHECKS.** When weather does not permit work to start on pay day, pay checks shall be issued between the hours of 8:00 a.m. and 9:00 a.m. In case issuance of pay

checks is not started until after 9:00 a.m., each employee who has waited from 8:00 a.m. for his check shall be paid for a minimum of waiting time of one and one-half (1½) hours, from 8:00 a.m. to 9:00 a.m. If the checks are not distributed at 9:30 a.m., waiting time shall be paid for by the Employer in one-half (½) hour intervals, but not to exceed the end of a normal working day. The Employer shall not be obligated to pay for waiting time if he or his representative appears on the job with pay checks for issuance any time between the hours of 8:00 a.m. and 9:00 a.m., nor should he or his representative be required to remain on the job longer than to issue checks or arrange for the issuance of checks.

ARTICLE VIII Collection of Fringe Benefits

COLLECTION CHARGES: Contributions to the above-referenced Fringe Benefit Funds shall be paid by the 15th day of the month following the month the employee worked. The parties agree that the failure of the Contractor to pay the fringe benefit contributions on time, or in correct amounts in accordance with the Joint Delinquency Collection (JDC) Policy shall pay, in addition to the contribution amounts owed, late payment assessments (LPAs).

1. If contributions are paid after thirty (30) days of delinquency, the Contractor shall pay eight percent (8%) annual interest, calculated daily.

AUDIT ASSESSMENTS, INTEREST AND AUDIT COSTS

Whenever a payroll audit discloses a delinquency, the Employer must pay the unpaid contributions. In addition, whenever a payroll audit discloses that the amount actually owed by the Employer exceeds, by five percent (5%), the amount actually paid by the Employer, the JDC will charge and the Employer must pay:

1. Interest on the unpaid contributions as determined by the JDC;
2. Liquidated damages (referred to as "audit assessments") in an amount equal to eight percent (8%) of the unpaid contributions; and
3. The cost of the audit itself.

The Contractor also agrees that if, as a result of an audit ordered by the Trustees of one of the Fringe Benefit Funds, he is found to have been substantially inaccurate in reporting, or late in remitting contributions due, he may be charged the cost of conducting such audit, at the discretion of the Trustees involved.

Finally, the Contractor agrees that if, as a result of the Contractor's failure to pay fringe benefit contributions and liquidated damages as required by this Agreement, the Fund Trustees institute legal proceedings, the Contractors shall be responsible for all costs, including actual attorney fees, incurred by the Funds as a result of such litigation.

It is expressly understood that the Trustees may amend and change the JDC policies as deemed appropriate by the Trustees at any time, further nothing contained in this

Agreement shall deny the Trustees of any Fund the right to collect delinquent contributions and liquidated damages or otherwise enforce their rules, regulations and Trust Agreement provisions. The pursuit of such legal remedies by the Trustees shall not render any other provision of this Agreement inoperative.

ARTICLE IX Foreman

1. The Employer shall have an optional right to hire his foremen direct or through the representative of the Union, and said foremen shall be paid not less than one dollar and twenty-five cents (\$1.25) per hour more than the Construction Laborer Base Wage Rate.
2. When six (6) or more Laborers are employed (by a single Employer) on any given project, then one (1) shall be selected as a working "Laborer Foreman."
3. The Employer shall be allowed to bring "Key Personnel" to the job consisting of either a foreman or one Laborer who may have the experience and qualifications necessary to the Employer's efficiency in carrying out the work covered by this Agreement.

ARTICLE X General Principles

1. **LAY-OFF.** (a) If a member of the Union is laid off, discharged or terminated from employment by the Employer or his representatives for any reason whatsoever, he shall be paid off immediately, on the job, in currency or check. With prior approval of the Business Manager, an Employer may instead mail the pay-off check to the employee by certified mail (no return receipt requested) before the end of the next business day without penalty. If the check is not mailed before the end of the next business day, the employee shall be paid an additional two (2) hours pay for each twenty-four hours of delay retroactive to the day of lay-off/discharge.
 - (b) Without prior approval of the Business Manager allowing the mailing of the pay-off check, when an Employer gives the employee an office order, he shall be paid two (2) hours extra. Employees not paid in full immediately will receive an additional two (2) hours pay, at their wage classification, for every twenty-four (24) hour period of waiting time thereafter.
 - (c) The employee's pay stub shall show the straight time and premium time hours worked, his gross pay, deductions for social security, withholding tax, Michigan Tax, vacation contributions, total deductions of all kinds and date of pay.
 - (d) A temporary work stoppage for reasons other than weather and not exceeding one work day will not be considered a lay off.

(e) The Employer agrees to give any employee who is laid off or discharged, not less than one (1) hour's notice of the lay off or the discharge. On an extremely large job, or jobs, within a large industrial plant requiring check out of tools, one and one-half (1½) hours' notice shall be given. The employee shall be furnished Michigan Employment Security Agency Form No. 1711 at the time of layoff or discharge.

2. **TRANSFERS.** When an Employer transfers employees from one job to another during working hours, they shall be paid for the time spent in traveling between jobs, and they shall not be required to go from one job to another during their lunch period without pay.

3. **PREJOB CONFERENCE.** Upon written request of the Employer or the Union, a prejob conference shall be held within five (5) days of receipt of the request.

4. The Employer agrees to assist in obtaining a pass for the official Union Representative to enter all jobs requiring same, subject to the owner's rules and regulations. Upon his arrival at the jobsite, the Business Agent shall report his presence to the Employer's designated jobsite representative if available.

ARTICLE XI Working Conditions

1. Employers shall provide protection as required under the provisions of the Workers' Compensation Law of the State of Michigan and shall expeditiously process any and all claims resulting from on-the-job injuries.

2. **CHANGE HOUSE.** All tools, rubber boots, raincoats or rain gear, hard hats, rubber gloves implements and equipment, other than those customarily furnished by the workers, necessary to perform any of the work covered by this Agreement, and an exclusive place, suitably heated wherein the workers may change their clothes and partake of their lunch, shall be provided by the Employer. The employee shall exercise diligence and care in the use of all Employer-furnished items, and shall return the items for replacement or upon completion of the work.

3. Employees shall be allowed time to pick up company tools on company time.

4. **BEVERAGE BREAK.** A Laborer shall be allowed a ten (10) minute break in the first part of the shift.

5. When an employee is scheduled to work twelve (12) hours or longer, he shall be allowed a fifteen (15) minute food/beverage break near his work station during the eleventh (11th) hour.

6. The employees shall be allowed to have non-alcoholic beverages at their work stations. The Union agrees this shall not be abused.

7. All work performed on lunch periods shall be paid at one and one-half (1½) times the base rate.
8. Laborers required to work over three (3) hours on another craft's jurisdiction shall receive that craft's base rate of pay.
9. No Laborer shall be required to work in any excavation six feet (6') deep or deeper unless such excavation is adequately sloped or shored.
10. The Employer agrees to provide clean, fresh drinking water to Laborers.
11. Where space is available on the jobsite, suitable parking will be furnished by the Employer.

ARTICLE XII Overtime and Holidays

1. **REGULAR WORK DAY.** The regular work day shall be construed as eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. Pay for the same eight (8) hours shall be at the regular wage rate. One and one-half the straight-time wage rate shall be paid for all work performed between the hours of 4:30 p.m. and 8:00 a.m. Monday through Friday, except as provided in **Article XII (4)** and **Article XII (6)**. All time designated is Michigan time.
2. When an employee reports to work after the scheduled starting time with the Employer's permission to enable the employee to attend to personal business, that employee will be paid overtime only after he has worked eight hours that day.
3. Upon notice of at least three (3) working days to the Employer, an employee may take off National Election Day and Martin Luther King's Birthday without pay and without reprimand.
4. If conditions beyond the Employer/employee's control prevent one or more hours of working during the work week (Monday through Friday), the Employer may choose to work up to 10-hour straight time weekdays (Monday through Friday). An employee, on a voluntary basis and if scheduled by the Employer, may work up to 10 hours per weekday (Monday through Friday) for the purpose of reaching forty (40) hours straight time. Work in excess of forty (40) hours per week or ten (10) hours per day (Monday through Friday) shall be paid at time and one half (1½) .
5. **HOLIDAYS.** (a) All legal holidays shall be observed by the Local Union. The legal holidays recognized are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If any of these listed Holidays falls on a Sunday, the following day shall be observed as the Holiday. If any of these listed Holidays fall on a Saturday, the preceding Friday shall be observed as the Holiday.

(b) Eight (8) hours of work may be performed on Saturdays, 7:00 a.m. through 4:30 p.m., for which one and one-half the straight-time rate shall be paid if over 40 hours have been reached in that week. Sundays and Holidays shall be paid at double the straight-time rate.

(c) It shall not be a reason for discharge or a violation of this Agreement for any employee to refuse to work on any agreed Holiday.

(d) . **Holiday and Weather Make-Up Days.** In the event one (1) or more hours of work are unable to be performed due to conditions beyond the Employer/employee's control or because of a Holiday, the Employer may schedule work on Saturday of that week for a minimum of eight (8) hours. Eight hours of work may be performed on Saturdays at straight-time. Work on Saturdays in excess of eight (8) hours shall be paid at time and one half (1½). Work in excess of forty (40) hours in the workweek shall be paid at time and one half (1½). Employees shall not be discriminated against in any manner for not working make-up hours.

6. **FLEXIBLE STARTING TIME.** The Employer, without the payment of premium time, may modify the starting time of any employee from the regular starting time of 8:00 a.m., to any time from 6:00 a.m. to 8:00 a.m.

7. The Employer shall not bring tradesmen/employees to the job to avoid the payment of premium time.

8. **SHIFTS.** Shift wage rates shall apply for shift work for one day or any number of days. On any shift starting at or after 4:30 p.m., whether first or second shift, a day's work shall be eight (8) hours, and the rate of wages shall be as scheduled in Article II, under the column headed "Shift Rate." When a third shift is also worked, a day's work shall be seven and one-half (7½) hours on the second and third shifts, and the rate of wages shall be as scheduled in Article II, under the column headed "Shift Rate." No member shall be permitted to work more than one shift during the calendar twenty-four (24) hours.

9. No member shall be allowed to work on a job unless he is to be paid at the regular wage rate.

10. When a Laborer works as a guard, watchman, traffic flagman, or as a rod man, he shall be paid the Construction Laborer's rate.

11. An employee shall be allowed to take two (2) weeks leave of absence for vacation purposes on a nondiscriminatory basis and without jeopardizing his right to return to work for the same Employer on the same basis as that which was present when he went on such leave of absence, providing work is available. The Laborers requesting vacation at the same approximate time must schedule their vacation time with the Employer so that the job progress will not be delayed.

12. When scheduled overtime is involved, the parties to this Agreement shall encourage the selection of such employees to be shared among the crew in the specific operation

requiring overtime, providing the employee or employees selected are capable of performing the work required.

13. If an employee takes the day off for his birthday he shall not be penalized in any manner, except he will not receive any wages or fringes for the time he takes off from the job.

ARTICLE XIII Arbitration

1. There shall be, during the term of this Agreement and as to any work covered hereby, no slowdown, no stoppage of work, no strike (unless Article XIII, Section 4, is applicable) and no lock-out over the terms and conditions of this Agreement, it being the good faith intention of the parties hereto that by the execution of this Agreement industrial peace shall be brought about and maintained, that the parties shall cooperate to the end that the work may be done efficiently and without interruption. In the case of any violation of this Agreement, the Employer and the Union shall be notified immediately.

2. It shall not be a violation of this Agreement or of the "no strike clause" if members of the Union refuse to cross a picket line.

3. If any difference of opinion or dispute between Employer and Union over the interpretation of this Agreement or the operation of either party hereunder cannot be adjusted between Employer and Union, then the Labor Director of the AGC of Michigan, shall be notified of such difference of opinion or dispute, and he shall take such steps as he deems necessary to attempt to adjust such difference of opinion or dispute. If no adjustment or settlement can be resolved, then the Secretary shall, within forty-eight (48) hours, call a meeting between the Labor Committee of the AGC of Michigan, and the party or parties involved in the dispute, at which time an attempt shall be made to adjust the difference of opinion or to settle the dispute. If no settlement can be reached at that time, then such difference of opinion or dispute shall within forty-eight (48) hours, be referred to an Arbitration Board consisting of two members, one to be named by the Employer and one by the Union. These two Arbitration Board Members shall have authority to choose a third member. If no third member can be agreed upon within forty-eight (48) hours, then application shall be made to the State of Michigan Conciliation Service for appointment of a third member. A decision of the majority of the Arbitration Board shall be binding upon both parties, and both parties agree to abide thereby to carry out the decision. Pending settlement of any such dispute, however, it is agreed that the work shall be processed without slowdown, work stoppage or lockout.

4. Except as herein otherwise provided, the violation of payment of rates of pay, overtime work, any and all Fringe Benefit Payments, as provided in this Agreement, shall not be considered as subject to arbitration, provided the Union gives twenty-four (24) hours written or telegraphic notice to the Association and the Employer concerned, prior to taking economic action (including strike) for violation of payment, as provided in this Agreement. The Arbitration Board shall have no power to modify, change or amend or abrogate this

Agreement in any way.

5. The above procedure applies to Employer members of the AGC of Michigan. However, the Secretary and Labor Committee of the Association are not precluded from taking whatever action is deemed necessary and appropriate with respect to the adjustment of disputes between the Union and other Employers.

6. In the event Employer fails or refuses to comply with the grievance procedure set out in Section 3 hereinabove, the provisions of Article XIII, Section 1, shall not be binding upon the Union. If the Union fails or refuses to comply with the grievance procedure set out in Article XIII, Section 1 hereinabove, then Employer shall have the right to declare this entire Agreement null and void.

7. It is further agreed that there shall be no stoppage of work due to jurisdictional controversy between the trades and that said jurisdictional controversy arising shall be decided under the rules and regulations as laid down by the National Labor Relations Board.

8. Members not submitting claims for proper wages or overtime due within thirty (30) days of each pay period, shall be deemed as having waived and vacated their rights to claim. The thirty-day limit does not apply to claims for fringe benefit contributions.

ARTICLE XIV Subcontracting

1. The Employer agrees that he will not intentionally enter into subcontracts for work covered by this Agreement to be done at the site of the construction, alteration, or repair of a building, structure or other work with any Employer who does not have a signed agreement with the Laborers' Union.

2. Provided, however, that where there is any dispute over work jurisdiction or assignment of work, such dispute shall be governed by Article XIII, Section 7, hereof.

3. Upon request of the Union, the Employer agrees to furnish the names of his subcontractors who employ Laborers.

ARTICLE XV Steward

1. On every job where Laborers are employed, a working Steward shall be appointed by the Business Manager of the Local Union in the geographical area in which the project is located. The Steward shall be the second Laborer on the job performing work under this Agreement and the Employer shall be given the name of the employee who is appointed. The Union agrees that the employee who is appointed to act as Steward shall be

competent to perform a service to both his Employer and the Union, and the Employer agrees he shall cooperate with the Union in the selection of such employee to act as Steward.

2. In the event the Steward is off the project for any reason, then the Business Manager shall appoint an Assistant Steward.

3. The Steward shall be the last man laid off with the exception of one foreman; provided the Steward is capable of doing the work assigned to him. When the Steward is laid off because of a slowdown in work, the Steward shall be the second employee called back. The Steward shall enforce lunch period at as near the proper time as can be arranged between himself and the foreman in charge of the job. The Employer, or his representative, agrees not to lay off, discharge, or transfer the Steward, so acting on any job until the matter has been discussed with the Business Manager of the Union, except that the Union shall remain responsible for the actions of the Steward on the job at all times. Should the Steward cause an unauthorized work stoppage, he shall be immediately subject to dismissal.

4. Efforts shall be made to adjust any matter without the stoppage of work. The Employer is responsible for the care of injured employees, and the Steward shall also render assistance in cooperation with the Employer, including accompanying such injured employee to his home or to the hospital where it is necessary, without any loss of time. The Steward shall report such injury to the proper officers of the Union. The Steward shall perform his usual Steward duties with the least interference to the job. The Steward shall act as a safety man for the Laborers on the job and shall notify the Foreman of any unsafe equipment or working conditions.

5. In the event an Employer becomes sixty (60) days or more delinquent with fringe benefit contributions and does not post a surety bond, the Union shall have the right to assign a working Steward. Such Steward shall perform functions of contract enforcement as assigned by the Union. This Steward shall be the first working Laborer employed and the last working Laborer laid off. The Union will provide the Joint Delinquency Committee Steward's reports upon request.

- a. The Union shall provide a 72-hour written notice to the Employer and the Association listing the appointed Steward by name and jobsite location.
- b. This provision shall remain in effect until the Employer complies with all terms and conditions of this Agreement.

ARTICLE XVI

Laborer Show-Up Time

1. Show-Up Time When Weather Does Not Prevent Work:

(a) Employees shall report for work each working day, except when they have been notified

in advance not to do so by their Employer and shall receive two (2) hours applying to that day in event there is no work, except when weather conditions prevent operations. Every effort shall be made to provide a full shift for Laborers working with carpenters.

2. Show-Up Time When Weather Prevents Work:

(a) At Start of Normal Shift: Laborers shall receive two (2) hours' show-up time at the applicable shift rate. During these two hours, the Laborer must stay on the jobsite unless excused by the Employer. On Saturdays all show-up time is paid at time and one-half the applicable shift rate, and on Sundays and holidays at double the applicable shift rate.

(b) If Work Starts During the Said Two Hours: Laborers who start work shall receive pay at the applicable shift rate as though they commenced work at the start of the shift, plus any time worked beyond the two hours.

(c) If a Partial Crew of Laborers is Requested to Report Before Their Normal Shift Hours: They shall remain on the job for early start hour(s), plus two hours into their normal shift. They shall receive one hour's pay at the applicable rate for each hour until their normal shift starting time; and shall remain on the job for the first two hours of their normal shift for which they shall receive two hours' pay at the applicable shift rate.

3. Employees referred to a jobsite, where MUST Safety Program certification is required by the project owner employing the Contractor, must demonstrate they have the requisite MUST Safety Program certification as required by the project owner to be eligible for employment. If the referred member does not meet this requirement, they will not be eligible for show-up time pay. The Contractor is required to provide the Union with the required specifications signed and authorized via facsimile or mail at least twenty-four (24) hours prior to the start of such job.

**ARTICLE XVII
Equal Treatment**

1. In the event the Union enters into any agreement with another Employer or Employers containing more favorable terms and/or conditions (including wage rates) than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to Employers covered by this Agreement.

**ARTICLE XVIII
Injury**

1. Employees who as a result of a disabling on-the-job injury, are unable to complete a full day's work, shall nevertheless be paid for the full day on which such injury occurred. Transportation to and from the doctor or hospital on the day of injury will be furnished by the Employer. Upon proper release from his doctor, he shall be reassigned to work by the same Employer or shall be given a separation slip indicating reason for layoff.

2. If subsequent visits are required to the company doctor, the appointments will be made after regular working hours, whenever possible. If through no fault of the employee, the company doctor requires that an appointment be made during regular working hours, the employee will be paid for the time needed for the appointment. If the employee voluntarily makes an appointment to see the company doctor during working hours when the appointment could have been made after working hours, he may do so and will not be paid for any loss of time.

3. If the employee makes subsequent visits to his own doctor rather than to the company doctor, it will be on his own time.

ARTICLE XIX

Michigan Laborers' Training Fund

1. The Employer agrees to pay into the Michigan Laborers' Training Fund the amount as specified in Article II for each hour worked by each employee doing work covered under this Agreement.

2. Payment into the Training Fund shall be made in such manner and at such times as authorized and directed by the Trustees of the Fund. The payroll and wage records of the Employer shall be subject to audit by the designated representative of the Trustees, from time to time, for the purpose of determining that payments to the Fund have been computed and paid in accordance with this Agreement.

3. The Employer agrees to be bound by the terms and provisions of the Trust Agreement establishing the Michigan Laborers' Training Fund, and any amendments thereto, and all lawful rules, regulations and requirements adopted by the Trustees of the Fund for the purpose of carrying out the purposes of the Fund.

4. The Trust Agreement establishing the Michigan Laborers' Training Fund, and any amendments thereto, shall be deemed to be a part of this Agreement by reference.

5. The Michigan Laborers' Training Fund shall be jointly administered by a board of up to twelve (12) trustees, six (6) of whom shall be selected by the Michigan Laborers' District Council, one (1) of whom shall be selected by the Michigan Infrastructure & Transportation Association, two (2) of whom shall be selected by the AGC of Michigan and one (1) of whom shall be selected by the Michigan Distribution Contractors Association, (1) of whom shall be selected by the Construction Association of Michigan, and (1) of whom shall be selected by the Asbestos & Lead Abatement Contractors Association of Michigan.

ARTICLE XX
Industry Advancement Program

1. An Employer performing commercial, industrial and institutional building work or heavy construction, agrees to pay into the Industry Advancement Program of the AGC of Michigan the sum of Fifteen Cents (\$.15) per hour for all hours worked by employees covered by this Agreement in accordance with the Supplement to this Agreement. These contributions will be reported on the forms provided and sent to such depository as shall be named by the Association. Construction Industry Advancement amounts may be changed by the Association and Employers at their discretion on any anniversary date of the Agreement.

ARTICLE XXI
Substance Abuse

1. In the interest of safety: intoxication, possession, consumption or use of alcoholic beverages or illegal drugs is not permitted on jobsites or while driving a company vehicle.

2. The Employer may require an employee who contributed to or was involved in an accident to be tested for drugs and/or alcohol. In addition to post accident testing, employees may be tested for drugs and/or alcohol in those instances when testing is required by the owner employing the contractor, or by pertinent government regulation; provided, however, that any such testing shall be conducted in accordance with the MUST Drug & Alcohol Screening Program.

ARTICLE XXII
Market Recovery Program

1. On individual projects or projects of a similar nature, the Business Manager of the Union and the Employer upon mutual agreement may alter the wages and conditions of this Agreement in an effort to be competitive and provide additional work. Article XVII, "Equal Treatment," shall not apply to market recovery wage rates or working conditions granted to an Employer.

2. The Market Recovery changes shall be reduced to writing and signed by both parties. The Union shall provide a copy of all Market Recovery Agreements to the AGC of Michigan immediately upon their execution.

ARTICLE XXIII
Duration and Termination

1. This Agreement shall continue in effect, in all respects until May 31, 2023, and thereafter from year to year in the event that no changes have been provided. If a change in any portion of the Agreement is desired by either party hereto, the party seeking the change shall serve written notice thereof upon the other party, not less than ninety (90) days prior to May 31, 2023, and a joint meeting of both parties shall then be held for the purpose of discussing the proposed change, and of incorporating such changes as may be agreed upon.

ARTICLE XXIV
Savings Clause

1. Any provision of this contract that shall be found to be in violation of any law whatsoever shall not invalidate any other part of this contract not in violation thereof; and the balance of this contract shall remain in full force and effect, as above written.

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

For the AGC of Michigan

Scott D. Fisher, Vice President-Labor Relations Division

For the Michigan Laborers' District Council

Geno Alessandrini, Sr., Business Manager

Alex Zurek, Secretary-Treasurer

For the Laborers' Local Union 499

Robert Malcolm, Business Manager

2013-2023 CONTRACT TO BE EXECUTED BETWEEN AN EMPLOYER WHO IS NOT A MEMBER OF THE SIGNATORY GROUPS COVERED BY THIS AGC AGREEMENT.

We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement and to become a party thereto. It is further agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Article XXIII of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it were served upon the Employer personally. Finally, the Employer agrees that, unless he notifies the Union to the contrary by certified mail at least sixty (60) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding sentence.

The Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

The Employer also agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive collective bargaining agent for all employees within the unit covered by this Agreement.

FUTURE RECOGNITION CLAUSE

It is hereby agreed that the Employer shall voluntarily recognize the Union as the exclusive collective bargaining representative, within the meaning of Section 9(a) of the NLRA, of all employees in the unit defined in this collective bargaining agreement, whenever the Union presents evidence of its designation by a majority of the workforce then employed in such unit (in the form of authorization cards or forms, union membership applications, or any combination thereof).

Firm Name _____

Address _____

City State Zip Code

Employer is sole proprietorship. Correct name of owner is:

Owner (Please print)

Employer is a partnership. Correct names of partners are:

Partner (Please print)

Partner (Please print)

Employer is a corporation. Correct names of officers are:

President (Please print)

Secretary (Please print)

Michigan Corporation and Security
Commission Registration No. _____

Michigan Employment Security
Agency (MESA) Registration No. _____

Employer's Social Security
and Withholding Tax No. _____

Workers' Compensation No. _____

Expiration _____

Insurance Firm _____

Laborers' Insurance Fund of Outstate Michigan No. _____

FOR THE EMPLOYER

By _____

Phone _____ (Title)
Date _____

FOR THE UNION

By _____ Date _____

(Please send a signed copy to the Michigan Laborers' District Council,
1118 Centennial Way, Suite 100, Lansing, MI 48917-9280.)
2013-2023 L499-MONROE AGC/LRD AGREEMENT

2013-2023
Supplemental Industry Advancement Program Agreement
between
AGC of Michigan
and
Laborers' Union Local 499
Laborers' International Union of North America, AFL-CIO

SUPPLEMENTAL AGREEMENT INDUSTRY ADVANCEMENT PROGRAM

A. The Association shall establish an Industry Advancement Program whose activities shall be financed by the payments provided for in Article XX of the Agreement. No Employer or Union has or shall have any right, title, interest or claim, legal or equitable, in or to any payments made or to be made for allocation of said Industry Advancement Program, nor shall any part of the fund or assets of said Industry Advancement Program or any part of any payments allocated to the Industry Advancement Program at any time be paid to any Employer or to any other Employer who is a party to an agreement with the Union requiring the same payments as provided for in Article XX, or to any employee, or to the Union except to finance such activities or benefits as are or shall be carried on in accordance with the provisions of this Supplemental Agreement, or except as part, and in the form of, the activities and the benefits thereunder which the Association, as administrator of said Industry Advancement Program, may undertake in accordance with the provisions of this Supplemental Agreement; and provided further nothing herein before contained shall be deemed in any way to limit or affect the right of the Union to compel any Employer or such other Employer by legal or equitable action or otherwise to fulfill his obligation to make payments to said Industry Advancement Program, or to collect in any bankruptcy, reorganization or similar proceeding any such payments due from and unpaid by any Employer or other Employer, and provided further, that nothing hereinbefore contained shall affect the Association's rights to subrogation. Upon termination of payments allocable to the Industry Advancement Program, by reason of the expiration of this Agreement or because of the absence, or any other reason, of a contractual obligation upon the Employer to make payments so allocable, the assets and fund of the Industry Advancement Program shall not be distributed among any Employers or other Employers, or among employees, or to the Union but shall be held by the Association, which shall continue to administer and expand said assets and fund for the purposes, and subject to all the conditions, set forth herein.

The Association may use the monies allocated and paid into the fund of the Industry Advancement Program, and the income from the investment thereof, for the purpose of meeting all costs to the Association (including, but not limited to rent, salaries of staff and legal counsel fees, office expense, cost of equipment, printing, stationery and items in the nature thereof), for carrying out the following industry-wide activities within the county covered by this Agreement, for the benefit of the building and construction industry as a whole within said county and particularly for the benefit of Employers making payments allocated to the Industry Advancement Program, except as an expenditure for any such activity is prohibited by Section B of this Supplement.

(1) **ACCIDENT PREVENTION.** For example, the costs for promoting a Safety Campaign to help prevent personnel accidents in the industry. The Association shall designate one of its staff to act on all matters pertaining to safety, whose duties shall be, among others, to distribute to Employers and employees literature advocating, explaining and promoting accident prevention; to meet with authorized representatives of the Union when necessary for discussion of matters of safety and accident prevention; to attend meetings and conferences dealing with safety and accident prevention; and to engage in similar activities for

the promotion of safety and accident prevention.

(2) **EDUCATION.** For example, to create, operate and maintain programs for the benefit of the building and construction industry as a whole within the county aforesaid, such as schools for Estimators, Construction Superintendents, Foremen and other supervisory personnel.

(3) **RESEARCH INTO NEW METHODS AND MATERIALS.** For example, to investigate new methods and new materials for use in the building and construction industry and establish the necessary machinery to see to it that the assignment of work with or upon such methods or materials is made, subject to the applicable provisions of Article XII, Section 7 of the Agreement, to the correct Trade in order to avoid jurisdictional disputes.

(4) **PUBLIC RELATIONS.** For example, to conduct a Public Relations Program for the benefit of the building and construction industry in the aforesaid counties, particularly to make an effort to obtain the work in industrial plants.

(5) **INDUSTRY RELATIONS** with architects, engineers, building owners, government officials, subcontractors, material and equipment suppliers, manufacturers, and insurance and bonding companies.

(6) **LABOR RELATIONS.** For example, to pay the compensation of the representatives of the Association participating in collective bargaining negotiations and grievance meetings with representatives of the Union; to pay the compensation of the representative or representatives of the Association in the presentation of any dispute to an arbitrator, as well as Management's share of the expenses and compensation of the arbitrator; to pay the expenses and compensation of witnesses in any grievance or arbitration proceedings; and to defray the expenses of said representatives in connection with the foregoing services and the cost to the Association of informative literature and other publications and usual sources of information relevant to collective bargaining and the processing of grievances, as well as the cost of disseminating such information among the members of the Association and other Employers in the building and construction trades industry.

(7) **MANAGEMENT PARTICIPATION IN UNION HEALTH AND WELFARE FUNDS AND SIMILAR FUNDS.** For example, to pay the compensation and the necessary expenses incurred in connection with their services as such, of the representatives of the Employers upon the Insurance Fund, the Pension Fund, the Vacation and Holiday Fund, and upon any other Taft-Hartley Funds composed jointly of representatives of Employers and representatives of employees.

(8) **MARKET DEVELOPMENT.** For example, to educate industrial owners and government awarding authorities and agencies to contract out construction maintenance and repair work.

(9) **STANDARDIZATION OF CONTRACTS AND SPECIFICATIONS.** For example, to see to it that the architect states in the specifications at the proper place and with sufficient

particularity an adequate definition of the work to be performed thereby eliminating many needless jurisdictional disputes by improper assignment of work in the first instance.

(10) DISASTER RELIEF AND CIVILIAN DEFENSE.

B. No part of this fund allocated to the Industry Advancement Program shall be spent directly or indirectly for any of the following or similar purposes:

(1) Lobbying, publicity or other endeavors in the promotion of legislation, existing or proposed, opposed by either the AFL-CIO, the International Union of Laborers, or in opposition to legislation, existing or proposed, which is sponsored or favored by the AFL-CIO, the International Union of Laborers.

(2) Subsidies, indemnities or payments of any kind to Contractors, during, for, or in connection with a period or periods of strike, lockout or work stoppage, or payments to any fund, insurance carrier, or other person or entity as a premium for, or in consideration of payment by such fund, insurance carrier, or other person or entity, of such subsidies or indemnities or payments to Contractors.

(3) Litigation of any kind before any court or administrative body against the Union, or any of the members of the Union, or the payments of any costs or expenses directly or indirectly involved in such litigation.

(4) Payment of dues to, or the making of any other contribution, directly or indirectly, to the AGC of Michigan, or to its successor or to any like organization.

(5) Publicity or public relations campaigns in support of Management's position respecting pending or prospective collective bargaining negotiations with the Union or in support of Management's point of view on any matter involving the industry which could, directly or indirectly, affect the availability of work or employment for, or the wages or conditions of employment, of, the members of the Union, when such point of view is opposed by the Union.

(6) Any activity injurious to the Union or any of its affiliated locals. In the event that any activities of a program commenced by the Association were not apparent at the time of their commencement to be injurious to the Union, but later a complaint is made by the Union to the Association that any such activity is injurious to the Union, then, whether such activity or activities shall be continued and whether said activity or activities shall be financed out of monies already paid into the Industry Advancement Program or to be paid into the Industry Advancement Program, shall if there is no agreement between the Association and the Union as to the complaint made, on the demand of either side, made no later than thirty (30) days after the date of the complaint, be submitted for arbitration to an arbitrator selected by lot from a list supplied by the American Arbitration Association. The arbitrator shall hold the hearing and render his award within five (5) days after his selection, which award shall be final and binding upon the parties hereto. In arriving at his award, the arbitrator shall be governed as follows:

(A) In the event that the Association's obligation is only to pay for the activity of said program on a current basis as the activity progresses.

(i) Then if the Association alters or discontinues the program pending the arbitration of the Union's complaint, the Association shall have no obligation to reimburse the funds of the Industry Advancement Program for any monies it has paid or may be obligated to pay for such of said activities as preceded the date of Union's complaint.

(ii) If pending such arbitration the Association does not discontinue or alter the program to meet the Union's complaint, then the question to be decided by the arbitrator, in addition to whether the program or some phase of it was injurious to the Union, shall be as follows:

(a) Was it within the control of the Association to discontinue or modify the program? If the answer is that it was not within the Association's control, then the Association shall not be obligated to reimburse the funds of the Industry Advancement Program for the monies spent during the period between the date of the complaint and the date of the arbitrator's award.

(b) If the award is that it was within the control of the Association, then the arbitrator shall be asked to decide an additional question, viz., would the discontinuance or alteration of the program have caused more harm to the Association than it would have caused to the Union. If the answer is in the affirmative, then, again, the Association shall be absolved of any liability to reimburse the funds of the Industry Advancement Program for payments made between the date of the Council's complaint and the date of the award. If the answer is in the negative, Association shall reimburse to the funds of the Industry Advancement Program such expenditures as were made and incurred between the date of the Union's complaint and the date of the award.

(B) Where the financing of the activities of the program is by prepayment either at the inception of the program or at various points after its inception, or is provided for by a contract which would impose upon the Association an irreducible obligation for a fixed amount irrespective of continuance or discontinuance of the program, then if the Union complains that any of the activities of the program are injurious to the Union and the Association does not discontinue or modify such activities to meet the Union's complaint, and if the arbitrator awards that any of the activities of the program are injurious to the Union, then the Association shall be obligated to reimburse the funds of the Industry Advancement Program for a portion of such prepayment or fixed amount as the quantity of service or time utilized in said program's activities after Union's complaint and until compliance with the arbitrator's award bears to the whole quantity of the service to be rendered or to the whole of the time to be utilized for the activities so prepaid or contracted for.

In any event, if the arbitrator's award is that any of the activities of the program were injurious, then, from the date of the award the Industry Advancement Program's funds may not be used to continue such activities of the program unless altered to obviate injury to the Union, although the program may be continued in its original form by the Association out of

its own funds.

C. None of the provisions in Section B of this Supplement shall operate to prohibit any communication from the Association to its members at any time, nor to prohibit the expression by such of the Association's representatives as are paid with the monies of the Industry Advancement Program of any position of the Association or its members in collective bargaining or in the adjustment or arbitration of grievances or in negotiations of any matter affecting wages or conditions of employment of the members of the Union.

D. An Annual Audit listing the actual expenditures made during the preceding year out of the funds of the Industry Advancement Program will be made and certified by a Certified Public Accountant. This audit will be made available to the Union.

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

For the AGC of Michigan

Scott D. Fisher, Vice President-Labor Relations Division

For the Michigan Laborers' District Council

Geno Alessandrini, Sr., Business Manager

Alex Zurek, Secretary-Treasurer

For the Laborers' Local Union 499

Robert Malcolm, Business Manager

FOR THE INFORMATION OF PARTIES AFFECTED HEREBY, ATTENTION IS
HEREBY DRAWN TO THE FOLLOWING:

MANUAL OF LABORERS' UNION JURISDICTIONAL CLAIMS

TENDERS: Tending masons, plasterers, carpenters and other building and other 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 any other process. After the material has been prepared, tending shall include the supplying and conveying of said materials and other materials to such mechanic, 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 feet (9').

Unloading, handling and distributing of all materials, doors, doorbucks, door frames, windows, window frames, all millwork, 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 of 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 or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Clean-up, 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, ceilings, 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 protection for lathers, plasterers, bricklayers, 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 over fourteen feet (14') in height or specially designed scaffolds are built by Carpenters, Laborers 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 Laborers.

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 areas 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 or 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 transmissions lines, dam sites and reservoir areas, access road, 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, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handlers and all laborers connected with on-site portable sawmill operations 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 burning where required. All soil test operations of semi or unskilled labor, such as filling of sand bags, handling timber and loading, unloading of 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 the 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 backfilling 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, take-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 screeding, by hand or mechanical means prior to finishing. Where pre-stressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout 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 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 all forms to the next point of erection. The stockpiling of all forms. The snapping 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 screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strikeoff of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation 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 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 re-surfacing 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 or other tools. Digging of trenches, ditches and manholes 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, resurfacing 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 material 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-creting 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 helpers, 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 pushers, grout machine operators, steel setters, cage tenders, skimmers track layers, dumpmen, shanty man, hog house tender, testing man on gas, caisson, gunnite and dinky workers, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunnite nozzlemen, 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 cribbing; breaking of concrete backfilling, tamping, re-surfacing 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. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multipurpose 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, dowel bars, etc.

UNDERPINNING, 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 the route of movement. Resetting 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, road guarding.

SIGNAL MEN: Signal men on all construction work defined herein, including traffic control signalmen at construction sites.

GENERAL EXCAVATION AND GRADING: The clearing, excavating, filling, back-filling, 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 or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including laborers 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, laborers 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 or 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, subgrading, 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 wrenches, 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. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, 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: The handling, operation of all laser beams for every classification of work for which similar instruments are being used.

USE OF TOOLS: 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 conveyors, 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, resteel 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 material to point of erection for Carpenters and Iron Workers. Working at stockpile with Carpenters at all times. 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 under four (4) inches, all new or old concrete sawing. Mason Tenders and Carpenters' Helpers to carry material to and from the saw, and cutting all holes in walls by any means or method, all core drilling, the initial cleaning and/or scraping of all masonry walls, doors, windows, fixtures, appliances, etc., by any means 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.

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or Conventions of the American Federation of Labor or Congress of Industrial Organizations.

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