

2013-2023

A G R E E M E N T

between

**THE LABOR RELATIONS DIVISION OF
AGC OF MICHIGAN**

referred to in this Agreement by

AGC/LRD OR AGC LABOR RELATIONS DIVISION

and

THE MICHIGAN LABORERS' DISTRICT COUNCIL,

LOCAL NO. 499

**OF LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, AFL-CIO**

ANN ARBOR, MICHIGAN

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P R E A M B L E
A G R E E M E N T

THIS AGREEMENT, made and entered into this **25th day of March, 2013** by and between the AGC/LRD, hereinafter called the "EMPLOYER", which makes this Agreement as agent for its member Contractors who have given power of attorney to the AGC/LRD to bargain as their negotiating agent and not as principal, and the Michigan Laborers' International Union of North America, party of the second part, hereinafter called the "UNION". This Agreement will expire **July 31, 2023**.

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 Employers and employees and agree if any strike or lockout should occur or be threatened the Union shall immediately, upon notice from the Association, take all reasonable steps to resolve the problem.

NOW THEREFORE, IT IS HEREBY UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

ARTICLE I
DECLARATION OF PRINCIPLES

The principles upon which the Agreement are based are:

1. **NO WORK LIMITATION:** That there shall be no limitation as to the amount of work a laborer shall perform during the working day, it being understood that the employee shall perform a fair and honest day's work.
2. **NO MACHINERY RESTRICTION:** That there shall be no restriction on the use of machinery, tools or appliances provided the same are of standard equipment and size. Use of new laborsaving devices and equipment shall, however, become a matter of economic interest to the Union, provided they are not prison-made.
3. **SAFETY:** The Contractor will employ and use all reasonable means of safety for the protection of the employee in compliance with the law.
4. **NO DISCRIMINATION:** That there shall be no discrimination against employee by reason of age, race, color, creed, sex or national origin.

5. **UNION RECOGNITION:** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the employees who are represented by the Union on commercial, industrial, institutional and residential building construction projects undertaken by the Employer within the geographical jurisdiction of the Union. This Agreement does not apply to General Superintendents, Superintendent, Assistant Superintendent, office and clerical employees, or other professional or supervisory employees as defined in the National Labor Relations Act, as amended. It is agreed that the Union will file with the Association a list of all Employers with whom the Union has agreements who perform the same type of work; the Association will file with the Union a list of all their member Employers.
6. **TERRITORIAL JURISDICTION:** The territorial jurisdiction of Laborers' Local No. 499 includes all of Washtenaw County and the southeast portion of Livingston County...Boundary) M-59, on the North...(Oak Grove Road), on the west...South from Howell to and including Pinckney.

Any work performed in the territorial jurisdiction of Local 499, by any members of the Laborers' International Union of North America shall be governed exclusively by this Agreement, notwithstanding that employees are members in any other Local Union. No Local No. 499 Laborers will be required to work outside the Local No. 499 jurisdiction.

7. **PRODUCTIVITY:** It is agreed that trained and productive Laborers and supervising personnel are of mutual benefit to the Union, Contractor and Owner. Therefore, the parties hereby pledge their support of recognized efforts toward quality training, laborer upgrading and supervisory skill development. Further, both parties shall encourage Laborers and supervisors to seek training toward improving their skills for the purpose of becoming more productive employees.
8. **COMPENSATION INSURANCE:** Each Employer shall provide protection as required under the provisions of the Workers' Compensation Act of the Michigan. He shall also make contributions for his/her Employees under the Michigan Employment Security Act, regardless of the number of employees he has. The Employer agrees to furnish all registration numbers when requested to do so by the Union.

In the event that the Michigan State Legislature, during the term of this Agreement, passes a bill amending the Workers' Compensation Act, to the extent that it becomes permissible to collectively bargain language concerning workers' compensation, then the parties to this Agreement will attempt to mutually draft an addendum to this Agreement reflecting their intent insofar as workers' compensation is concerned in accordance with the parameters spelled out in any such amendment to the Act, within sixty (60) to ninety (90) days after such Act has been passed as law.

9. On jobs in progress where the scope of work has been extended on the project beyond the original Agreement, Appendix B of this Agreement shall be referred to affected Sub-Contractors.

ARTICLE II MANAGEMENT RIGHTS

The Union understands the Employer is responsible to perform the work required by the Owner. The Employer shall, therefore, have no restrictions, except those specifically provided for in the Collective Bargaining Agreement, in planning, direction and controlling the operation of all his/her work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations and in discharging employees for proper cause.

ARTICLE III UNION SECURITY

1. **NON-DISCRIMINATION OF UNION MEMBERS:** The Contractors agree not to discriminate against employees who are members of the Union.

Neither the Employer nor the Union will discriminate against any worker because of membership or non-membership in the Union. Each laborer will, as a condition of employment, be required to become a member of the Union after the eight (8) days following the beginning of his/her employment.

All new employees coming on a job must have a referral showing their classification before starting to work.

2. **CLASSIFICATIONS:** The Union agrees to classify their Laborers as to the type of work for which they are most preferred and will endeavor to furnish a sufficient number of Laborers to do the work of the Contractors.
3. **HIRE LOCAL NO. 499 LABORERS:** The Contractor agrees that of the first six (6) Laborers placed on a job, a majority must be furnished by the Local Union, and, thereafter eighty percent (80%) of all Laborers needed. The Contractor may place a key laborer on the job before the ratio applies. The key laborer will be counted in the ratio.
4. **UNLAWFUL PROVISION:** In the event that any provisions of the foregoing paragraph shall be or become unlawful, the parties agree to renegotiate the matter of Union Security upon thirty (30) days notice from either party.

**ARTICLE IV
SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement should be held invalid by law or by a tribunal or competent jurisdiction, or if compliance with or enforcement of any Article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any Article or Section is held invalid, the parties hereto shall, upon the request of the Union, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit their demand to formal arbitration.

**ARTICLE V
ASSOCIATION LIABILITY**

1. **POWER OF ATTORNEY:** It is understood that the AGC Labor Relations Division, by its execution of this Agreement on behalf of those members granting their power of attorney to the Negotiation Committee, binds only those members individually to the terms of this Agreement.
2. **RESPONSIBILITY:** It is further understood that there shall be no responsibility resulting upon the AGC Labor Relations Division or its officers or upon any individual Contractor for the failure of another individual Contractor to comply with any of the provisions of this Agreement.
3. **NEW LRD MEMBERS:** This Agreement shall bind incoming members who sign a power of attorney and the Association agrees to provide the Union with a list of those contractors who have signed the power of attorney.
4. **NEGOTIATIONS:** The Union and the Association will meet legal requirements with respect to negotiation and contract termination and the AGC Labor Relations Division will assume the responsibility to enforce compliance of the Agreement among those who have granted this power of attorney.

**ARTICLE VI
SUBCONTRACTING**

The Employer agrees that he will not enter subcontracting for work covered by this Agreement to be done at the site of construction, building, repair, alteration or demolition with any Employer who does not agree to abide by the terms and conditions of this Agreement.

ARTICLE VII EQUAL TREATMENT

In the event that the Union should make any agreement to provide employees to any Employer doing work covered by this Agreement on terms and conditions (including wages and fringe benefit payments) which are more advantageous than those terms and conditions set forth in this Agreement, or if the Union in fact permits or condones employees to perform such work at more advantageous terms and conditions, then any member of the Association shall be automatically entitled to implement such more advantageous terms and conditions with respect to its employees, subject only to forty-eight (48) hours written notice to the Union of the Employer's intent to do so.

ARTICLE VIII UNION REPRESENTATIVES AND JOB STEWARD

1. **AGENT ON THE JOB SITE:** The duly authorized Business Manager shall be permitted, as long as he does not unreasonably interfere with the progress of work, to visit the Laborers on the job, to collect initiation fees, dues or other assessments legally owed to the Union and to conduct other necessary Union business. On jobs where it is necessary to have a pass, the General Contractor will help the Business Manager to obtain one.
2. **STEWARD APPOINTMENT AND DUTIES:** The Business Manager shall appoint a Steward and an Assistant Steward with every EMPLOYER that employs Laborers on any job site, if and when it becomes necessary. The Steward shall be on the job at all times that any work of the Laborers is being done

The Laborer Steward shall have ample time to conduct UNION business. It shall be the duty of the Steward to police all work of the Laborers on the job site. The Steward shall notify their supervisor prior to performing any of his/her duties.

If the Steward, in the judgment of the Business Manager, is fully qualified to do the work and perform his/her duty in a manner creditable to the UNION, he/she shall not be laid-off or discharged until the completion of the job, provided, however, that in the event the Contractor believes the Steward to be incompetent in workmanship, or is unable to do the work assigned to him within his/her job classification, or is abusing any of the privileges afforded to the Steward, the Contractor is to notify the Business Manager so a meeting may be had between the representative of the Contractor and the Business Manager, so that the matter may be negotiated, and if the reason for such complaint is deemed valid, the Steward shall be removed and another appointed to fill the vacancy.

3. **FIRST AID:** Where necessary the job Steward, if he/she is qualified to administer first aid, or such other qualified person designated by the Contractor, shall accompany the injured employee to the hospital with no loss of pay.

ARTICLE IX SUBSTANCE ABUSE

1. In the interest of the safety and well-being of employees covered by this Agreement, the use, possession, distribution, dispensation, transporting or manufacture of illegal drugs and of intoxicating beverages is prohibited at the worksite, on the Employer's premises, or on the Employer's time and subjects the employee to discharge.
2. The Employer has the right to require the employee to submit to additional drug and alcohol screening tests at any time. The employee shall continue to receive his/her straight-time rate of pay if required to submit to a screening test during working hours. If the employee is required to submit to a screening test outside of working hours, he/she shall be paid fifty dollars (\$50) if the testing facility is located within a sixty (60) mile radius of the job site; he shall be paid additional fifty dollars (\$50) for each additional increment of sixty (60) miles.
3. The drug/alcohol testing procedure contained in Appendix A shall be followed by all Employers. Refusal to submit to a test shall subject the employee to discharge at the sole discretion of the Employer. If the employee tests positive, he shall have the right to appeal the test result in accordance with Appendix A, and the only issue which may be contested is the accuracy of the drug test result.
4. The Employer shall allow each employee access to the results of each of his/her drug/alcohol screening tests; and further, shall maintain these records as required by applicable state and/or federal law. Upon the written request of an employee, the Employer shall furnish a copy of his/her medical records to said employee.

ARTICLE X FOREMAN

1. **REQUIREMENTS:** When six (6) or more Laborers are required on a job site, a foreman shall be designated.
2. The selection of craft foreman and general foreman shall be entirely the responsibility of the Employer, it being understood that in the selection of such foreman the Employer will give primary consideration to the qualified persons available from the craft to be supervised in the local area. After giving such consideration, the Employer may select such persons from other areas. Foreman and General Foreman shall take orders from individuals designated by the Employer.
3. **PAY:** Foremen shall be paid a minimum of One Dollar Twenty-Five Cents (\$1.25) per hour more than the average hourly rate of pay of the Laborers supervised by said foreman.

**ARTICLE XI
WAGE RESPONSIBILITIES**

1. **WAGES:** Beginning on the date of settlement, the rate of wages to be Laborers and other classifications under the jurisdiction of the Laborers' International Union of North America, shall be those wages applicable to the area or territory served and with the jurisdiction of the Local Union as found on Page 2 of this Agreement.
2. **PAY DAY:** Unless otherwise provided by arrangement between the Employer and the Union, employees shall be paid once each week in currency or check on the job, check or envelope or slip must show the number of hours he/she is being paid for, price per hour, social security and withholding tax. Any member failing to receive his/her wages on the regular pay day due to the fault of the Employer, shall immediately notify the Business Manager who shall proceed at once to collect the amount due, including pay for waiting time not exceeding eight (8) hours at the straight time rate. This waiting time is to apply to the Employer who willfully neglects or does not make it his/her duty to pay his/her employees at the proper time. Paychecks should be written on a local bank, but if they are written on an out-of-town bank, the Contractor should add one dollar (\$1.00) to each employee's check to cover the cost of cashing checks. The week may end on Wednesday and payday is to be on Friday, but in no event shall there be more than four (4) days held back on any employee. If there is no work on payday, the employees shall be paid at a prearranged time.
3. **MEDICAL:** There shall be no lost wages for the current work day when an employee is injured on the job which requires medical attention and is not permitted to return to work on medical advice.
4. **RESPONSIBILITY:** The General Contractor shall be consistent with State and Federal Statutes; be responsible for any unpaid wages and benefits due to Laborers of sub-contractors, provided that notification is given within ten (10) days after due date.
5. **BOND:** It is agreed by both parties that Local Union No. 499 and the Association reserve the right to require all Employers to post a surety bond at Local Union 499 not to exceed four thousand dollars (\$4,000) to assure payment of wages, fringe benefits and Employer's Industry Advancement Fund under this Agreement. Such bond shall be posted with Local No. 499 prior to starting any work in this jurisdiction where Local No. 499 Laborers are to be employed.
6. **VIOLATION OF FRINGE AND WAGE PAYMENTS:** Any individual Employer found in violation of Fringe Benefit and Wage Payments agrees to pay all costs of collection resulting from late payments of delinquent contributions and further agrees to abide by the rules and regulations as promulgated by the Trustees of said funds. If the Employer fails to make Fringe Benefit Funds Contributions and said wages in accordance with this Agreement, the Union may take whatever steps are

necessary, including but not limited to, the withdrawal of manpower to secure compliance with this Agreement, provided it gives written or telegraphed notice twenty-four (24) hours, excluding Saturdays, Sundays or holidays, to said Employer, and the Association, if a member, before taking such action.

The delinquent Employer will be responsible for any losses incurred by the employees as a result of such action, as well as costs of collection, including but not limited to, attorney fees and liquidated damages and may be required to make weekly fringe benefit payments.

7. **TRANSFERS:** No employee of a Contractor shall be transferred to the payroll of any other Contractor or Sub-Contractor unless said Business Manager has been notified and unless the latter Contractor or Sub-Contractor has executed the Agreement with the Local Union and has qualified thereunder.

ARTICLE XII WORK HOURS, OVERTIME AND HOLIDAYS

1. **HOURS:** The regular workday shall be construed as eight (8) hours between the hours of eight (8:00) a.m. and four-thirty (4:30) p.m. Pay for the same eight (8) hours shall be at the regular wage rate. Time and one-half (1½) shall be paid for all hours worked over ten (10) hours per day or over forty (40) hours per week. All work performed on Saturday shall be paid at time and one-half (1½), unless it is a make-up day. Double time (2x) shall be paid for all hours worked on Sunday and Holidays. The regular work day shall be construed as eight (8) hours between the hours of eight (8:00) a.m. and four-thirty (4:30) p.m., but the Laborers shall have five (5) minutes before twelve (12:00) o'clock noon to get to their lunch room. No tools shall be put away after four-thirty (4:30) p.m.; if more time is needed the Laborers shall have it.

When it is necessary that the Laborers work during the lunch hour, it is understood that they be sent to lunch between the hours of eleven-thirty (11:30) a.m. and one (1:00) p.m. They shall receive payment of time and a half (1½) for working during lunch hour. The lunch period shall consist of thirty-five (35) minutes.

2. **BEVERAGE BREAKS:** There shall be no organized break. A non-organized, non-alcoholic beverage break shall be taken at the workstation. No break shall be more than ten (10) minutes. Breaks shall be mid-morning and mid-afternoon.
3. **DAYLIGHT TIME:** By mutual consent of the Employer and the Union, Laborers may begin working their eight (8) hour period at either six (6:00) a.m. or nine (9:00) a.m. and cease working their eight (8) hours at either three-thirty (3:30) p.m. or five-thirty (5:30) p.m.

4. **HOLIDAYS:** Holidays shall consist of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be celebrated on the day they occur.
5. **SHIFT WORK:** Any employee working on shift work after four-thirty (4:30) p.m. shall receive one-seventh (1/7th) of the hourly rate over and above his/her regular rate. No member shall be permitted to work more than one (1) shift during the calendar twenty-four (24) hours.
6. **SPECIAL SHIFTS:** Upon approval of the Local Union 499 Business Manager, the Employer may work a special shift at the regular rate when it is not possible to perform construction work. Contractors shall be allowed to work one (1) shift at the regular rate when it is not possible to perform construction work during the normal eight (8:00) a.m. to four-thirty (4:30) p.m. work day. The Business Manager will not withhold approval when the special shift is required by the Owner of the project.
7. **SHOW-UP TIME:** When the Laborers appear on the jobsite at the time ordered by the Contractor, they shall either be put to work for a minimum of four (4) hours or each shall be given two (2) hours pay. If the laborer works into the afternoon, he/she shall be paid for eight (8) hours' pay. These pay requirements shall not apply to weather conditions or conditions beyond the control of the Contractor which prevents the laborer from working. Whenever Laborers are required to wait on the jobsite until a certain time, they shall be paid at the current rate for that time waited.
- A laborer may make an individual decision to remain at the jobsite to see if weather permits work. If weather conditions improve the laborer may work if he/she wishes.
8. **TIME CLOCK:** No member of Local No. 499 shall be compelled to register on a time clock or similar device, nor be compelled to carry time checks of any description.

ARTICLE XIII DISCHARGE OR LAYOFF

1. If any employee is discharged from employment by the Employer (or Representative), they shall be paid off immediately if possible. If not possible to pay off immediately, a check will be sent and postmarked not later than the next business day to the last known address, unless the departing employee demands immediate payment.
2. Upon request, Contractors will notify the Union in writing of any Laborers' Local 499 members they do not want to rehire.

**ARTICLE XIV
TOOLS, SAFETY, PARKING**

1. All tools, rubber boots, implements and equipment other than those customarily furnished by the employee, necessary to perform any of the work covered by this Agreement, and a suitable exclusive place in which the employee may change their clothes and partake of their lunch, shall be provided by the Contractor, and heat will be provided in such places as necessary. Hard hats, work boots and safety equipment will be worn when required. Hard hats, eye, ear, nose and throat apparel will be made available by the Employer for resale to the employee at cost.
 - (a) Sanitary drinking facilities and suitable sanitary toilet facilities shall be provided by the Contractor at all times.
 - (b) The Contractor shall provide free parking space.
2. Each employee covered by this Agreement shall, as condition of employment, be required to carry a valid first aid training card and MIOSHA required training cards for scaffold use and equipment operation. Employees shall attend on their own time, any classes or training necessary to maintain this requirement. The UNION shall make every effort to provide these classes on a regular basis.

SAFE2WORK: Labor and Management agree to promote the Safe2Work Program.

**ARTICLE XV
GRIEVANCE PROCEDURES**

1. **DISPUTE:** In the event a dispute occurs due to a misunderstanding, misinterpretation, and/or violation of this Agreement or any section thereof, an earnest effort will be made to settle such dispute between the Contractor and/or violation of this Agreement or any section thereof, an earnest effort will be made to settle such dispute between the Contractor and/or his/her representatives and the Union. If the dispute cannot be resolved in two (2) working days by this method, either party can then refer the matter to the Joint Grievance Committee as outlined hereafter.
2. **COMMITTEE:** The Joint Committee shall be composed of four (4) members; two (2) from the Employer and two (2) from the Union. Following appointment, said Grievance Committee shall meet, elect a Chairman and a Secretary, adopt rules of procedure which shall bind the parties concerned, and proceed to consider any matter properly before it. The Joint Grievance Committee shall have the powers only to adjust disputes that may arise due to a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof. No Committee member shall be directly involved in the dispute to be resolved by said Committee.

3. **WRITTEN COMPLAINTS:** All complaints based on a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof, shall be referred to the Joint Grievance Committee in writing and said Committee shall meet within five (5) working days of receipt of said complaint to consider the same. If the Committee, within five (5) working days after such meeting, is unable to decide the matter before it, the members of the Committee shall choose a fifth (5th) member. Should the Committee be unable to agree on a fifth (5th) member within two (2) working days, the Director of the Federal Mediation and Conciliation Service shall be requested to supply a list of five (5) arbitrators from which the Union and the Association shall alternately strike two (2) each with the remaining one (1) to become the fifth (5th) member. The decision of said Committee shall be rendered within five (5) days after such a submission. Said decision shall be final and binding upon the parties. Any expense involved in the operation of the Committee shall be borne equally by the parties involved in the dispute.
4. **TIMELY COMPLAINTS:** No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized, unless called to the attention of the Employer and the Union in writing seven (7) calendar days after the alleged violation was committed.
5. **NO STRIKE:** Pending final decision on any matter by the Joint Grievance Committee, no action will be taken by either party that will halt or interrupt the orderly conduct of the Employer's business.
6. The time constraints noted herein except for Section 4 may be waived by mutual agreement between the parties.
7. A decision reached at any step of the Grievance Procedure herein shall be final and binding upon the parties.

ARTICLE XVI JURISDICTIONAL PROCEDURE

The work to be performed under this Agreement shall be within the jurisdiction of the Laborers' International Union of North America (see Appendix B) according to decisions or Agreements of record which may apply.

In the event of a jurisdictional dispute, there shall be no stoppage of work, and the employees will continue to work on the basis of their original assignments until the dispute is settled by the Joint Local Grievance Committee consisting of the Business Managers of the disputing Unions and the Contractor or Contractors involved. Said Committee shall hear and render its decision within five (5) days after all parties are notified of the dispute.

In the event the grievance cannot be settled locally, it shall immediately, upon the request of either party, be submitted to the International Presidents of the Union

involved or his/her designated representative and a representative of the Employer involved for consideration and settlement.

ARTICLE XVII FRINGE BENEFITS

The following Trust Agreements, which establish the following Trust Funds, together with any later agreements signed by the Trustees of the respective Funds, shall become a part of this Agreement by reference:

1. The Trust Agreement for the Michigan Laborers' Vacation Fund, dated October 1, 1968;
2. The Trust Agreement for the Michigan Laborers' Pension Fund, dated October 1, 1966; and the Preferred Schedule of the Rehabilitation Plan adopted on January 11, 2010;
3. The Trust Agreement for the Michigan Laborers' Training and Apprenticeship Fund, dated September 1, 1971;
4. The Trust Agreement for the Michigan Laborers' Health Care Fund, dated May 1, 1973;
5. The Trust Agreement for the Michigan Laborers' and Employers' Cooperation and Education Trust Fund dated June 1, 1994;
6. The Trust Agreement for the Michigan Laborers' Annuity Fund dated March 1, 1997.
7. The Trust Agreement for the Laborers' Local 499-Employer' Cooperation and Education Trust Fund dated August 1, 2003.

The Contractor specifically agrees to be bound by the Trust Agreements establishing the above Trust Funds and any amendments, rules, regulations or other requirements relating to the Funds adopted by the Trustees of each respective Fund. These contributions shall be paid on each and every Employee, whether probationary, non-union member, temporary, seasonal or casual.

Michigan Laborers' Health Care Fund

The Employer agrees to pay into the Michigan Laborers' Health Care Fund and make contributions in accordance to the Trust Agreement and agrees to be bound by all the provisions contained herein, including any and all penalties incurred. All contributions shall be computed at the rate as specified in Article XXII on actual hours worked without regard to whether the employees were working straight or overtime. These contributions shall be deposited each month or at such regular intervals as may be

determined by the Trustees of the said Fund to such depository as may be designated by said Trustees.

Michigan Laborers' Vacation Pay Fund

The Employer agrees to pay into the Michigan Laborers' Vacation Pay Fund and make contributions in accordance to the Trust Agreement and agree to be bound by all the provisions contained therein, including any and all penalties incurred. All contributions shall be computed at the rate as specified in Article XXII on actual hours worked; overtime shall be paid at time and one-half (1½) for overtime. Payments are to be made on all employees covered by this Agreement, without regard to whether the employees were full time, part time, summer student, member or non-member of the Union, or was working straight time or overtime. These contributions shall be deposited each month, or at such intervals as may be determined by the Trustees of the Michigan Laborers' Vacation Pay Fund to such depository as may be designated by said Trustees.

Michigan Laborers' Pension Fund

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, including any and all penalties incurred. All contributions shall be paid at the rate as specified in Article XXII on actual hours worked on all employees covered by this Agreement, without regard to whether the employees were working straight time or overtime or were full time, part time, summer student, member or non-member. These contributions shall be deposited each month or at such regular intervals as may be determined by the Trustees of said Fund to such depository as may be designated by said Trustees.

Michigan Laborers' and Employers' Cooperation Education Trust Fund (LECET)

All Cooperation Fund contributions shall be paid at the rate specified in Article XXII 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, non-Union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' and Employers' Cooperation Trust Fund to such depository as designated by said Trustees.

In the event that any of the Trust Funds referred to herein shall cease to exist, then the amount of the contribution rates shall be included in the rate of pay of the employees.

The Contractor agrees to mail a copy of all monthly contribution forms to the Union once each month.

The deposits will be paid to the Michigan Laborers' Fringe Benefit Funds, and sent to Department 77948, P.O. Box 77000, Detroit, MI 48277-0948, or such other depository as shall be named by the Trustees.

- (a) The parties further agree that any changes or increases in any of the aforementioned Fringe Funds, through the duration of this Agreement, shall and can be adjusted from the wage increases as granted on the anniversary date of this Agreement.
- (b) Monthly reports are due the fifteenth (15th) of the month following hours worked.
- (c) One (1) copy mailed to Department 77948, P.O. Box 77000, Detroit, MI 48277-0948.
- (d) One (1) copy mailed to the Laborers' Local Union No. 499, 3080 Platt Road, Ann Arbor, Michigan 48104-1808.
- (e) One (1) copy remains with the Contractor.

**Laborers' Local 499-Employers' Cooperation
and Education Trust Fund**

The Contractor agrees to pay into the Laborers' Local 499-Employers' Cooperation and Education Trust Fund, the hourly contribution rate listed in Article XXII per hour for each hour actually worked without regard to whether the Employee was paid straight time or overtime. These contributions shall be made on each and every employee whether probationary, non-Union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Laborers' Local 499-Employers' Cooperation and Education Trust Fund to such depository as designated by said Trustees.

The Labor/Management Trust Fund shall be jointly administered by a Board of Trustees. The payroll and wage records of the Contractor 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 accord with this Agreement. In the event that any of the Trust Funds referred to herein shall cease to exist, then the amount of the contribution rates shall be included in the rate of pay of the employees.

The Contractor agrees to mail a copy of all monthly contribution forms to the Union once each month.

The deposits will be paid to the Michigan Laborers' Fringe Benefit Funds, and sent to Department 77948, P.O. Box 77000, Detroit, MI 48277-0948, or such other depository as shall be named by the Trustees.

- (a) The parties further agree that any changes or increases in any of the aforementioned Fringe Funds, through the duration of this Agreement, shall and can be adjusted from the wage increases as granted on the anniversary date of this Agreement.
- (b) Monthly reports are due the fifteenth (15th) of the month following hours worked.
- (c) One (1) copy mailed to Department 77948, P.O. Box 77000, Detroit, MI 48277-0948.
- (d) One (1) copy mailed to the Laborers' Local Union No. 499, 3080 Platt Road, Ann Arbor, MI 48104-1808.
- (e) One (1) copy remains with the Contractor.

Michigan Laborers' Annuity Fund

The Employer agrees to pay into the Michigan Laborers' Annuity Fund. Annuity contributions shall be made at the rate specified in Article XXII of this Agreement on actual hours worked without regard to whether the employee was working straight time or overtime. Contributions shall be made on each and every employee whether probationary, non-Union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Annuity Fund to such depository as designated by the Trustees.

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 XVIII ADJUSTMENT OF CONTRIBUTIONS

Negotiated wage increases will be allocated first to satisfy any required Pension Fund contribution increase. If during the life of this Agreement the Union and the Association agree to a change in the Employer's contributions to the above-mentioned Funds, the Employee's hourly rate shall be adjusted accordingly

ARTICLE XIX TRAINING AND APPRENTICESHIP

1. (A) Commencing with the first (1st) day of October, 2012, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Michigan Laborers' Training and Apprenticeship Fund for each employee covered by the said Collective Bargaining Agreement as follows:
 - (B) October 1, 2012, for each hour or portion hereof, for which an employee received pay; the Employer shall make a contribution as specified in Article XXII to the above named Training and Apprenticeship Fund.
 - (C) For purposes of this Article, each hour paid for, including hours of paid vacation, paid holidays and other hours of which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable and each overtime hour shall be counted as one (1) regular hour for which contributions are payable.

(D) Contributions shall be paid on behalf of an employee starting with the employee's first hour of employment in a job classification covered by the Collective Bargaining Agreement. This includes temporary, part-time or casual employees who perform the type of work covered by the Collective Bargaining Agreement.

(E) The payments to the Training and Apprenticeship Fund required above shall be made to the aforementioned Training and Apprenticeship Fund established under an Agreement and Declaration of Trust, a copy of which will be signed by the Employer as a "Contributing Employer".

2. It is agreed that all contributions shall be made at such time and in such a manner as the Trustees of the Training and Apprenticeship Fund require and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Training and Apprenticeship Fund.
3. If an Employer fails to make contributions to the Training and Apprenticeship Fund within twenty (20) days after the date required by the Trustees of the Education Fund, the Union shall have the right to take whatever steps are necessary to secure compliance with this Article and provision of the Collective Bargaining Agreement to the contrary notwithstanding; and the Employer shall be liable for all reasonable cost for collecting the payments due together with any reasonable attorneys fees & such reasonable liquidated damages which may be assessed by the said Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance procedure of arbitration provided under the Collective Bargaining Agreement.
4. It is agreed that the Training and Apprenticeship Fund adopted by the Trustees of the said Training and Apprenticeship Fund shall at all time conform with the requirements to treat contributions to the Training and Apprenticeship Fund as a deduction for Income Tax purposes.

**ARTICLE XX
INITIATION, REINSTATEMENT
AND DUES AUTHORIZATION**

The Employer recognizes the right of employees to authorize deductions or check-off from their accrued wages to cover their expense of Union membership. These authorizations must be in the nature of a written assignment in forms approved by the Union and Employer and in compliance with all applicable laws. The check-off must be voluntarily signed by each employee and may cover only Union initiation fees, dues, and membership assessments. Check-off authorization must be procured by either the Union Steward or Business Manager and delivered to a proper official of the Employer.

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.

ARTICLE XXI INDUSTRY ADVANCEMENT PROGRAM

The Employer agrees to pay into the Construction Industry Advancement Program for each hour worked by all Employees covered by the Agreement and amount specified in Article XXII of this Agreement.

Each Employer covered by the Agreement shall pay to the Construction Industry Advancement Program per hour for each hour paid by the Employer to his Employees pursuant to this Collective Bargaining Agreement, Article XXII the current Wage Schedule. Payment shall be made with such instructions and on such forms as are furnished by the Program. Delinquent contributions shall be subject to such penalties or assessments as the Program may prescribe from time to time.

It is agreed by the Employer that the Construction Industry Advancement Program shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels, or to subsidize any Contractor or Contractor Association in connection with any work stoppage or strike, nor shall it be used to support any anti-union activity.

The Program shall comply with all present and future federal laws governing the same.

The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Construction Industry Advancement Program.

Construction Industry Advancement amounts may be changed by the Association and Employers at their discretion on any anniversary date of the Agreement.

ARTICLE XXII WAGE SCHEDULE

CLASS A: Construction Laborers on Building and Heavy Construction Work, Except Foreman and Others Not Falling Within Specified Classification, Demolition Laborer and Drywall Handlers. Jobsite cleanup: the general clean-up including sweeping, cleaning, wash-down and wiping of construction facility, equipment and furnishings, and removal and loading or burning of all debris, including crates, boxes, and packaging waste material.

CLASS B: Mortar Mixers, Material Mixer (whether done by hand or machine), Air, Gas, Electric Tool Operators, Power Buggy Operators, Stone Setter, Tenders, Scaffold Builders or Dismantlers, Windlass Operators, Tar and Kettle Operators.

CLASS B2: For All Jack Hammering and Chipping on Concrete.

CLASS C: Crock or Pipe Laborer, Caisson Worker (Building and Heavy Construction Only).

CLASS D: Watchmen, Civil Engineer Tender or Rodmen.

CLASS E: Final Cleaning: Washing or Cleaning of Walls, Partitions, Ceilings, Windows, Bathrooms, Kitchens, Laboratories and All Fixtures and Facilities Therein. Clean-Up Mopping, Washing, Waxing, and Polishing or Dusting of All Floors or Areas.

Effective first full pay period on or after October 1, 2012:

	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS B2</u>	<u>CLASS C</u>	<u>CLASS D</u>	<u>CLASS E</u>
BASE PAY*	\$23.39	\$23.59	\$23.89	\$23.71	\$22.60	\$20.39
VACATION*	3.80	3.80	3.80	3.80	3.80	3.80
INSURANCE	5.30	5.30	5.30	5.30	5.30	5.30
PENSION	6.42	6.42	6.42	6.42	6.42	6.42
ANNUITY	.96	.96	.96	.96	.96	.96
LECET	.13	.13	.13	.13	.13	.13
TRAINING	.45	.45	.45	.45	.45	.45
	\$40.45	\$40.65	\$40.95	\$40.77	\$39.66	\$37.45
IAP	.15	.15	.15	.15	.15	.15
TOTAL	\$40.60	\$40.80	\$41.10	\$40.92	\$39.81	\$37.60

Effective the first full pay period on or after August 1, 2013, there will be a total package increase of \$.90—Breakdown to be determined by the Union.

Effective the first full pay period on or after August 1, 2014, there will be a total package increase of \$.95—Breakdown to be determined by the Union

Effective the first full pay period on or after August 1, 2015, there will be a wage freeze. Every year thereafter, a one and one-half percent (1½%) increase will be granted on the anniversary date (August 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.

Michigan Laborers' Statewide Apprenticeship Program. All registered Apprentices will work in accordance with wage and training requirements.

Rate	Work Hours	Training Hours – Cumulative
75%	0 – 1,000	100 Plus
80%	1,001 – 2,000	100 Plus
85%	2,001 – 3,000	100 Plus
95%	3,001 – 4,000	100 Plus

All percentages are calculated on the Base Rate. All fringe benefits are paid at 100%.

NOTES

1. *Base Pay, Dues and Vacation and Holiday are taxable.
2. Time and one-half (1½) shall be paid for all hours worked over ten (10) hrs/day or over forty (40) hrs/wk. Double time (2x) shall be paid for all hours worked on Sunday and Holidays.
3. Dues and Vacation and Holidays are paid on hours paid. Insurance, Pension, Training, Annuity Funds and CIAP are paid on hours worked.
4. Foreman shall be paid a minimum of One Dollar Twenty-Five Cents (\$1.25) per hour more than the average hourly rate of pay of employees supervised by said foreman.
5. For all work on a two (2) point swing stage, the employee shall be paid an additional twenty cents (\$.20) per hour above the base hourly rate (Scaffold supported from above).
6. A minimum of four (4) hours shall be paid any day a laborer is assigned to a higher classification.
7. Plasterer Tender is not included in this Agreement.
8. During the life of this Agreement, the Union may set aside any of the above wages for vacation, working dues, pension or health care funds, provided all funds are reported on the same form.
9. Agreement expires **July 31, 2023**.
10. Upon request by the Steward to General Contractor, the Steward shall be informed of any premium work scheduled for the job site.

ARTICLE XXIII COMPLETE AGREEMENT

The parties agree that this Agreement constitutes the entire Agreement between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining and that it shall not be modified or supplemented in any way, except by written agreement executed by both parties.

**ARTICLE XXIV
TERMINATION**

This Agreement shall be in full force and effect for a term from **March 25, 2013 to July 31, 2023**. The Union expressly waives any right to re-open this Agreement during this three (3) year term on any matter or subject, whether or not covered by the provisions of this Agreement, unless a provision is found to be illegal or unlawful as described in Article III, Section 4, Page 3 or Article IV, Page 4 of this Agreement.

Sixty (60) days before the expiration date of this Agreement, to wit: **July 31, 2023**, either party may give written notice to the other that it desires to terminate or modify this Agreement, and upon receipt of such written notice, the parties agree to meet and confer for the purpose of attempting to negotiate a new Agreement.

In the event this Agreement expires and the parties hereto have not agreed upon modifications and the Union goes on strike against the Employers, it is agreed that they will not solicit either written or verbal interim agreements with any Employer for a period of thirty (30) days thereafter.

AGC OF MICHIGAN, LABOR RELATIONS DIVISION

Scott D. Fisher, Vice President

MICHIGAN LABORERS' DISTRICT COUNCIL

Geno Alessandrini, Sr., Business Manager

Alex Zurek, Secretary-Treasurer

CONSTRUCTION LABORERS' LOCAL 499

Robert Malcolm, Business Manager

UNION RULES APPLICABLE TO ALL LABORERS' JOBS

The Laborers of Local No. 499 are not responsible for tools used by any other craft.

Members of Local No. 499 shall not check tools out before the regular starting time, eight (8:00) a.m. of the adopted working day and must have the tools back not later than four-thirty (4:30) p.m.

All scaffolds ten (10) feet high or more must have a guardrail.

There shall not be two (2) scales for Laborers working on the same kind of work. If the Employer brings men from a Local where the scale is higher, he must pay all Laborers the higher rate.

No Laborer will be required to work in a ditch over four (4) feet deep, which he deems unsafe, unless same has been shored. Refusal to work under such conditions will not jeopardize the workman's job.

Members of Local No. 499 will not work where a Ramset Gun or device of similar character is being used unless Ramset is operated by a qualified man who carries a permit. They will either go to another part of the job where it is safe or they will go to the shed and wait until the Ramset has been put away.

Stewards or Business Managers shall have the right to examine all Laborers' paychecks if there is any question about their pay.

All elevators must have a cage or guard around the platform.

First Aid kits shall be on all jobs.

The Steward shall be informed of all injuries to Laborers on the job and report the same to the Local Union.

Work shall be assigned to Laborers as set forth in the Manual of Jurisdiction (October, 1961) as modified by the National Joint board for the Settlement of jurisdictional disputes.

The Steward shall be informed of all dismissals of Laborers on the job and report the same to the Local Union.

A Dues Check-off System may be agreed upon by the members, the Union and the Contractor.

APPENDIX A
ALCOHOL, SAFETY, AND DRUG
POLICY AGREEMENT

Whereas, the AGC/LRD (hereinafter, called the "Employer") and the Michigan Laborers' District Council, Local No. 499 of the Laborers' International Union of North America, AFL-CIO (hereinafter, called the "Union") are concerned about the safety, health and rights of all employees on the job site, and,

Whereas, a Contractor and the Construction Buyer have the legal responsibility to assure a safe workplace, and have the right and responsibility to expect all employees to report to work in a condition that will allow them to perform their assigned tasks in a competent and safe manner, it is agreed that:

ARTICLE I
DRUG AND ALCOHOL ABUSE

The employees covered by the terms of this Agreement shall at any time for which a person is paid, any time a person is on the Employer's premises, or any time that a person is a passenger or driver of an Employer's vehicle be bound by the safety and health rule and regulations are to be posted at conspicuous places throughout the site. Because alcohol and drug abuse is a problem that results in injury to employees, decreased productivity, increased worker's compensation and health care costs, plus increased tool and materials costs, action must be taken to work effectively to preserve the integrity of the work site and the safety and health of all employees.

Any dispute regarding the interpretation or implementation of any provision of this Agreement may be submitted by the affected employee, or the Union, to the grievance procedure established in the Collective Bargaining Agreement between the parties.

ARTICLE II
ALCOHOL AND DRUG POLICY

Employees who possess and/or ingest, inject, or contain in their bodies, alcohol or drugs on the job site, except for medication prescribed by the employee's doctor or physician or over-the-counter medication, and employees functionally impaired from performing their job due to alcohol and/or drugs, may be barred from the job site subject to the terms below.

1. An employee on the job site may be required to submit to a chemical screening if a reasonable, objective basis exists to believe that the employee is impaired on the job site. A reasonable, objective basis will exist under the following circumstances:
 - (A) A firsthand observation is made of the employee's job performance, and documented in writing by the job supervisor or safety officer prior to any tests;

- (B) The employee's conduct or actions indicating alleged impairment shall be observed and documented in writing by the supervisor on the job site; and
- (C) In addition to testing upon reasonable suspicion, an Employer may require any drug test from any employee whose performance may have been a contributing factor in an accident which results in a personal injury or property damage.

In all instances, the Supervisor shall follow the company's standard operating procedures when screening employees or others based on reasonable suspicion, accidents/incidents and in Supervisor search situations.

2. The supervisor shall:

- (A) Report the incident to the proper Line Management.
- (B) Report the incident and the grounds for reasonable suspicion to the Union Business Manager.
- (C) Ensure proper medical attention and employee/general public safety.
- (D) Write a complete report of activities from first observation to the time the employee(s) leaves the job site, and submit it to the manager for retention.
- (E) Give evidence to the proper management.
- (F) Restrict information on a "Need to Know" basis.
- (G) Be available to attend any disciplinary hearing that may be required.
- (H) Assure that the employee to be tested is taken to the approved medical facility by an Employer representative and, at the request of the employee, the Business Manager or other bargaining unit employee.
- (I) Suspend immediately the employee subject to the requirement of screening for the time required to process, screen, and confirm test results.

3. Employees deemed Reasonably Subject to Chemical Screening:

- (A) Upon reasonable suspicion and notification by the Supervisor to the employee, the employee shall sign consent forms:
 - (1) authorizing an approved medical facility to withdraw a specimen of blood and urine,
 - (2) authorizing the testing laboratory to release the results of the testing to the medical facility for physician review and to the Employer and,

- (3) at the employee's discretion, he/she may authorize the same release as defined in (2) above to the Union.

By signing, these consent forms the employee does not waive any claim or cause of action under the law.

- (B) An employee who refuses to be examined and tested shall be encouraged to go to the designated medical facility for the purpose of being screened, with the understanding that blood and urine samples drawn will not be tested unless that employee, within twenty-four (24) hours, authorizes that these be tested.

If at the end of this period, the employee still refuses to have the samples tested, the employee will be discharged unless the employee agrees, within the same twenty-four (24) hour period, to self-refer into the approved counseling center program.

Persons refusing to submit, under the aforementioned circumstances, to screening which complies with the minimum procedural guidelines contained in Appendix A to this Agreement, or refusing to self-refer to an approved counseling center program, may be barred from the job site subject to the terms below.

- (C) If the employee provides blood and/or urine samples that contain confirmed evidence of any form of tampering or substitution, the act shall constitute a refusal to be tested and the employee shall be discharged.
- (D) Upon positive results of the chemical screening, the employee shall have the opportunity to self-refer to an approved counseling center program.
- (E) Employees whose test results are negative, and who pass the fitness for work examination, shall be reinstated with back pay for the period of suspension, except in the case of an employee who is subject to discipline or termination under existing practices who shall not utilize the substance abuse policy to circumvent the labor agreement or existing practices or to avoid discipline or termination.
- (F) Employees whose test results are positive shall not be eligible for reinstatement with back pay, but shall be given the opportunity to self-refer into the approved counseling center program. Refusal to self-refer shall be grounds for discharge.
- (G) An employee who seeks and receives assistance and who completes the defined counseling center program shall, upon return to work, be subject to random and mandatory screening for a period of nine (9) months. An employee, who on the basis of random, mandatory screening defined herein,

provides samples that contain positive and confirmed evidence of controlled or illegal substances, shall be given a second opportunity to access the approved counseling center program. Employees shall not be given a third opportunity.

- (H) An employee who successfully completes the counseling center program and who returns to work will be encouraged to contact and avail him/herself of the counseling program for assistance and support on a self-referral basis.
 - (I) Employees who relapse and for whom reasonable suspicion of substance use is established a second time, and whose test results are positive, will be subject to the disciplinary procedures as outlined above. An Employee who relapses a third time, and whose test results are positive, will be subject to the disciplinary procedures as outlined above. An Employee who relapses a third time, and whose test results are positive, will be subject to the disciplinary procedures up to and including discharge. The Union and the Contractor may agree, however, to consider mitigating factors such as length of time of sobriety, job performance, length of service, etc.
4. An employee determined to be impaired, or under the influence, from alcohol or drugs on the jobsite, as a result of properly implemented medical screening procedures described in this Agreement, will, on first occurrence, be offered the opportunity to enter a rehabilitation or counseling program.

The Contractor and the Union will compile a list of local programs, which are approved by a health care professional from which the employee may choose. The cost of such a program may be offset by the appropriate insurance program. If the employee enters such a program, his/her status as an employee will not be affected and he/she will be allowed continued access to the site under the conditions established by the program provided the employee affected checks in with the job supervisor before being allowed access to any job site.

For purposes of this Agreement, being "impaired from alcohol" is defined as a blood alcohol level in excess of the State Standard giving rise to a legal presumption of intoxication. For purposes of this Agreement, being "impaired from illegal or controlled drugs" means that chemical screening results demonstrate the presence in the body of controlled drugs/chemicals or on-site functional impairment in accordance with the consensus of the scientific community and at metabolic levels accepted by the scientific community to show or infer functional impairment.

- 5. "Screening or Testing" as referred to in this Agreement, must follow the minimum procedural guidelines contained in Appendix A.
- 6. The affected employee should be advised of positive results by the medical personnel performing the screening procedures and have the opportunity for explanation and discussion prior to the reporting of results to the Contractor. The mechanism for accomplishing this shall be clearly defined. The affected employee

shall have the right to have his/her sample independently retested by an approved laboratory of his/her choice at his/her expense. If the independent retest indicates that the specimen does not contain levels of substance(s) in violation of the standards in paragraph 4 and 5, the employee shall to put back to work immediately with reimbursement of the screening costs and full back pay and benefits.

Where the employee or applicant believes that the positive test result is not due to alcohol or illegal drugs but to exposure to a workplace substance, or that accuracy of the test result was confounded by a workplace substance, he/she shall have the right to have an approved independent laboratory evaluation of the specimen by mass spectrometry or other state-of-the-art technology.

If the evaluation indicates that the positive test result was due to a workplace substance rather than alcohol or illegal drugs, or that a workplace substance confounded the accuracy of the test, (a) the employee shall be put back to work as soon as a physician determines that he/she is able with full back pay and benefits, (b) the Employer shall take immediate steps to ensure that workers on the site are not exposed to such substances at levels that may produce or cause material impairment of health or functional capacity, and (c) the Employer shall pay the cost of the test that shows the positive result of a workplace substance (d) the Employer shall report the results of such positive tests caused due to workplace substance to MIOSHA.

7. Employees taking prescription medication, which may have physical or mental side affects, which could cause impairment on the job site, shall work under the direction of their doctor of physician and only within the confines as the employee's doctor or physician stipulates. The employee shall report the medication to the Employer or the Employer's supervisor on the projects, and shall report the medication to the registered nurse or physician's assistant for the site, where they exist. This information shall remain confidential between the employee and medical personnel. The medical personnel shall, in turn, disclose any possible limitations to the employee's abilities to the Contractor, who after conferring with the Union may then make reasonable accommodations for those limitations. The medical personnel shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for Physicians providing Occupational Medical Services (adopted by the Board of Directors of AOMA July 25, 1986).
8. Neither the Contractor, nor any of its medical personnel, supervisors or other personnel, shall disclose any information regarding the screening of any employee to the Owner or to any other Employer or employee, except as is needed to know.
9. The Contractor and the Union may screen applicants for apprenticeship school as mutually agreed to by the Joint Apprenticeship Committee.
10. The rules and requirements contained in this Agreement shall apply to management and supervisory personnel to the same extent as other employees.

11. The Contractor, all of its medical personnel, supervisors and other personnel, shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for Physicians Providing Occupational Medical (adopted by the Board of Directors of AOMA July 23, 1976) and to the AOMA Drug Screening in the Workplace Ethical Guidelines (adopted by the Board of Directors of AOMA July 25, 1986).
12. No employee shall be required to sign any waiver limiting liability of Employer, owner/client, testing lab, or any person involved in the chain of custody of the specimen, nor any consent abrogating any provision of the Agreement.
13. The Union is not responsible for ascertaining or monitoring the alcohol or drug-free stature of any employee or applicant for status, except as may be allowed by law or as required by the Owner of a construction project with whom the Contractor has signed a contract whereby members of the Union are employed.

ARTICLE III PROCEDURES FOR MEDICAL TEST OF BODILY FLUIDS

Subject to the restrictions on medical screening contained in the Agreement, bodily fluids such as blood and urine samples shall be handled according to generally accepted procedures for licensed testing laboratories in the area with the following criteria:

- (A) Collection shall be by a physician or health care professional. Specimen containers shall be labeled with a number and the donor's signature and shall be closed with a tamper-proof seal initialed by the donor and collecting agent and transmitted to the appropriate testing laboratory. The labeling shall be done in the employee's presence and in the presence of a Union representative if the employee chooses and where practical. Representative must be available within one-half ($\frac{1}{2}$) hour of the time called, if not then wait time will be at the cost of the employee of Union.
- (B) The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee -- and that of a Union representative if the employee chooses, and where practical and available within one-half hour. If not available in that time, the wait will be at the cost of the employee or the Union. The employee shall initial the proper line on the log entry.
- (C) The volume of each sample shall be such that sufficient amounts will remain for both confirmation tests and independent testing.
- (D) Samples shall be stored in a scientifically acceptable manner.

- (E) All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.
- (F) Confirmation tests by an alternative scientific method may be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, reserved manner for thirty (30) days - unless the employee or the Union requests and extension of time.

Results shall be communicated in writing to the Contractor or the Contractor's medical personnel within seventy-two (72) hours. The laboratory may only report drug or alcohol concentration if the appropriate test indicates that the specimen contains levels of substance(s) in violation of the standards in Article II Paragraph 3 of the Agreement. Information on test results and the fact of testing shall be communicated only to those who must know the information in order to ensure safety and enforce the Agreement's rules. Copies of all documents - including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms - shall be delivered to the employee.

On the day that the sample is taken, the Contractor may send the employee home for the remainder of the day. The affected employee shall remain off work until a physician approves a return to work order. The Contractor shall arrange transportation and not allow the employee to drive home.

APPENDIX B
JURISDICTION OF LABORERS'
INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

JURISDICTIONAL CLAIMS

TENDERS: Tending masons, plasterers, carpenters and other building 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 material and other materials to such mechanics, whether by bucket, hod, wheelbarrow, buggy or other motorized unit used for such purpose, including fork lift when used at levels not in excess of nine (9) feet, except Mason Tending will include all fork lift operations.

DRY WALL: Local 499 Laborers will handle all dry wall, the unloading from point of delivery to stockpiles and from stockpiles to approximate point of installation. The clean up, scraping of joint compound from the floor, sweeping of floor and removal of all dry wall debris from building.

Unloading, handling and distributing of all materials, 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 structures and cleaning of all debris in building and construction area. The general clean-up, 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, ceiling, 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 applied to walls, floors, ceilings and foundations of buildings and structures.

SCAFFOLD: Erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging and hanging scaffolds including maintenance thereof. Where self-supporting scaffolds or staging over fourteen (14) feet

in height or specially designed scaffolds are built by Carpenters. Laborers shall tend said Carpenters on erection thereof; the dismantling of said mudsills for said scaffolds and maintenance of same shall be done by Laborers. Mason Tenders shall erect, disassemble, and operate all Masonry Scaffolding regardless of height.

EXCAVATIONS and FOUNDATIONS SITE PREPARATION and CLEARANCE:

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 or construction site; installation of temporary lines.

CONCRETE; BITUMINOUS CONCRETE AND AGGREGATES:

(a) Concrete, bituminous Concrete or Aggregates for walls, footings, foundations, and 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 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 prestressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and baring 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 of air or water.

- (b) The filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.
- (c) The loading, unloading, carrying, distributing and handling of all rods, mesh and materials 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.
- (d) All work on interior concrete columns, foundations, for engine and machinery beds.
- (e) The stripping of forms, other than panel forms which are to be reused in their original form and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall tiles 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-skilled and unskilled work connected therewith.

COMPRESSED AIR: In compressed air all work underground or in compression chamber, including tending of the outer air lock. All work in compressed air construction, including, but not limited to: groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock lenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powermen or blasters, air hoist operators, form men, concrete blower operators, cement (insert) operators, power knife operators, placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chuck tenders and cable tenders, vibratormen, jet gunmen, gunnite nozzlemen, gunmen, reboundmen and all other work connected therewith.

SEWER, DRAINS, CULVERTS & MULTIPLATE: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multi-plate. All digging, driving or sheet piling, lagging, bracing, shoring and cribbing; breaking of concrete backfilling, tamping, resurfacing 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 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 to 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 and drain fields.

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 location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

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

SIGNAL MEN: Signalmen 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 material 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 product plants, cemeteries, landscape nurseries 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 ship yards, tank cleaners, ship scalers, ship wright helpers, watchmen, flagmen, guards, security and safety men, tool room men, park, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

PITS, YARDS, QUARRIES, ETC: All drillers, blasters and/or powder men, 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 materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stock-piling or handling of materials. All clean-up removal of debris, burning, back-filling and landscaping of the site of wrecked structure.

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: 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 action of the Executive Council or conventions of the American Federation of Labor.

APPENDIX C – NEW MARKET INITIATIVE

THIS ADDENDUM, made and entered into this 25th day of March, 2013, by and between the party of the first part and hereinafter termed the "Employer", and Laborers' Local Union 499, party of the second part, hereinafter called the "Union." Employers complying with all terms and conditions of the Agreement may utilize a New Market Initiative (NMI) rate. The following language shall govern the application of the NMI Laborer Classification:

(a) 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, effective the first full pay period on or after March 25, 2013. Apprenticeship rates will not apply to all NMI work.

BASE PAY*	\$22.16
VACATION*	1.50
INSURANCE	5.30
PENSION	3.36
LECET	<u>.04</u>
	\$32.36
IAP	<u>.15</u>
TOTAL	\$32.51

* Taxable Income subject to Federal Withholding & FICA.

(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.

AGC OF MICHIGAN, LABOR RELATIONS DIVISION

Scott D. Fisher, Vice President

MICHIGAN LABORERS’ DISTRICT COUNCIL

Geno Alessandrini, Sr., Business Manager

Alex Zurek, Secretary-Treasurer

CONSTRUCTION LABORERS' LOCAL 499

Robert Malcolm, Business Manager

**CONTRACT TO BE EXECUTED BETWEEN AN EMPLOYER
WHO IS NOT A MEMBER OF THE SIGNATORY
GROUP COVERED BY THIS AGREEMENT
2013-2023 AGC/LRD L.499-ANN ARBOR**

Firm Name _____

Address _____

Telephone _____ Fax _____

Michigan Employment Security Commission Registration Number _____

Employer's Social Security & Withholding Tax Number _____

Employee's Compensation Insurance Number _____

Expires _____

Insurance Firm _____

We, the undersigned, have read and hereby agree to be bound by all the terms and conditions of the Agreement between the AGC of Michigan, Labor Relations Division and the Michigan Laborers' of Laborers' International Union of North America, Local No. 499.

We further agree to hereby waive notice as required by Article XXIV of the foregoing Agreement, and accept notification of the AGC of Michigan, Labor Relations Division, as binding, as if it had been delivered upon the undersigned and without obligation of any sort upon the AGC of Michigan, Labor Relations Division. Finally, the Employer agrees that, unless he notified 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.

Signed this ___ day of _____, 20___ Signed this ___ day of _____, 20___

EMPLOYER:

Firm Name _____

By _____

Title _____

**MICHIGAN LABORERS'
DISTRICT COUNCIL, LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO, LOCAL 499**

By _____

Title _____

Please return one (1) copy to the Michigan Laborers' District Council
2013-2023 AGC/LRD 499-Ann Arbor Agreement

**2013-2023 LOCAL 499-ANN ARBOR AGC/LRD
RESIDENTIAL ADDENDUM**

The parties signatory below agree to amend the Agreement to include the following wage rates and classifications on Residential Construction, which is defined as follows. The term “residential construction” as used herein shall be understood to include all single, semi, duplex or multiple type of houses of a residential or domestic nature, not to include high rise apartments in excess of four (4) stories in height.

This Addendum shall include all work defined under the Federal Weatherization Assistance Program, including, but not limited to the installation of insulation.

The following wage and fringe benefit schedule shall apply:

Base Wage	\$15.87
Vacation	2.00
Health Care	5.05
Training	<u>.50</u>
Gross Wage	\$23.42
CIAP	<u>.15</u>
TOTAL PACKAGE	\$23.57

Fringe benefits, including Vacation pay, shall be paid on Residential Laborers as listed on the Agreement for the appropriate classification. This Addendum shall terminate at such time the Agreement terminates and may be terminated by either party under the same terms and conditions of the Agreement.

AGC OF MICHIGAN, LABOR RELATIONS DIVISION

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