

2013-2023

A G R E E M E N T

entered into between

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

and

MICHIGAN LABORERS' DISTRICT COUNCIL

**LABORERS' LOCAL 499
ANN ARBOR, MICHIGAN**

of the

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

JURISDICTION:

**CLINTON, EATON, HILLSDALE, INGHAM, JACKSON, LENAWEE, AND
WESTERN PORTION OF LIVINGSTON COUNTIES**

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A G R E E M E N T

This Agreement made and entered into by and between the Labor Relations Division of the AGC of Michigan hereinafter referred to as "Association" for and on behalf of its members and other non-member Employers who may become signatory, hereinafter referred to as "Employer" or "Employers," and the Michigan Laborers' District Council and Local No. 499 of the Laborers' International Union of North America, hereinafter referred to as the "Union." The terms of this Agreement shall continue in full force and effect for the period from **March 25, 2013 through May 31, 2023**.

The above named Union is hereby recognized as the representative of such Employees of the members of the Association as are in the Union's jurisdiction, and the Association is hereby recognized as the representative of its members, (such members of the Association being the parties of the Association's Agreement of **March 25, 2013 through May 31, 2023**, and any other Contractors who shall hereafter become a party thereto during the term of this Agreement, which list shall be certified to the Union).

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

It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

The Employer agrees he will not hold the Union liable for any acts of its members not authorized by said Union. The Union agrees it will, on written request of the Employer, notify the Employer within forty-eight (48) hours after the receipt of said request whether the act of the member or members of the Union so complained of was authorized; and if not authorized, the Union agrees it will take immediate steps to rectify the situation.

The Union agrees it will not hold the Employer liable for any acts of the agents of said Employer not authorized by said Employer. The Employer agrees it will, on written request of the Union, notify the Union within forty-eight (48) hours after receipt of said request at the office of said Employer, whether the act of the Employer's agent so complained of by the Union was authorized; and if not authorized, the Employer agrees it will take immediate steps to rectify the situation.

ARTICLE I GEOGRAPHICAL JURISDICTION

Zone 1: Clinton, Eaton, and Ingham Counties, the City of Portland in Ionia County, and the west portion of Livingston County, M-151 to west of Pinckney Road and Dexter-Pinckney Road, including all of the City of Howell.

Zone 2: Hillsdale, Jackson and Lenawee Counties.

ARTICLE II INTENT AND PURPOSE

Section 1. Intention. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union in the construction industry and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. This Agreement covers all building and heavy construction work, excluding highway work, performed within the geographical jurisdiction of the Union.

The parties hereto are desirous of preventing strikes and lockouts and facilitating peaceful adjustments of grievances and disputes between Employer and Employee.

Section 2. Employer Representation. The Union recognizes the Labor Relations Division of the AGC of Michigan, as sole and exclusive Employer representation for its members for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement.

It is agreed the Union shall file with the Labor Relations Division of the AGC of Michigan, a list of all Employers with whom the Union has Agreements that perform the same type of work.

Section 3. Equal Treatment. If the Union shall furnish Employees to any Employer in the geographical jurisdiction of this Agreement for the type of work covered by this Agreement upon any more favorable terms or conditions (including wage rate, overtime work, and fringe benefit contributions), than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.

Section 4. Compensation Insurance. Each Employer shall provide protection as required under the provisions of the Workers' Compensation Law of the State of Michigan. The Employer shall also make contributions for their Employees under the Michigan Employment Security Act regardless of the number of Employee employed by the Employer. 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 ninety (90) days or more if needed after such act has been passed as law.

Section 5. Subcontracting. The Employer agrees they will not enter into sub-contracts for work covered by this Agreement to be done at the site of construction, building, repair or alteration, with any Employer who does not agree to pay the wage rates and fringe benefit contributions established by this Agreement.

ARTICLE III EMPLOYMENT

Section 1. Union Security. The Union shall be given equal opportunity to furnish competent work persons upon notification to the Union of the number of workers needed. The Employers agree that in the employment of work persons to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applicants because of membership or non-membership in the Union.

It is agreed that as a condition of employment all present and future Employees covered by this Agreement shall, after completion of their seventh (7th) day of employment and as a condition of continued employment, either become a member of the Union and pay dues and fees thereto, or shall pay an amount equal to the Union's initiation fee and the regular monthly dues and assessments uniformly required of other Employees in the bargaining unit or members of the Union. The continued employment by the Contractor of Employees covered by this Agreement shall be conditioned upon payment by such Employees of the initiation fee and periodic dues as herein defined. The failure of any person to pay, or tender the initiation fee and periodic dues shall obligate the Contractor who employs such person, upon written notice from the union to that effect and assurance by the Union that membership as herein defined was and is available to such persons on the same terms available to other applicants for such membership, to forthwith discharged such person within the ten (10) days of notification.

The Employer further agrees when an Employee desires to become a member of the Union, and the Employee has signed a proper authorization card, the Employer will withhold from the Employee's wages and turn over to the Union the amount specified as initiation fees. The initiation fees may be paid in installments as agreed upon between the Union and the Employee, and will be sent to the Union each week or month at the rate prescribed by the Union. Each authorization card shall indicate the total amount to be deducted.

Section 2. Employer Security. The Union further agrees it will not require the Employers

or any Employer to take any action that violates the provisions of the Labor Relations Act of 1947, and the Labor Management Act of 1959, as the same now exists or may hereafter be amended.

The Employer shall be at liberty to employ whomsoever it sees fit and the Employer shall be the judge of the work to be performed and also whether such work performed by any Employee employed by it is satisfactory.

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.

Section 3. Discrimination. There shall be no discrimination against any Employee or applicant for employment for any reason of race, color, creed, religion, sex, age or national origin.

Section 4. Ratio. Any Employer from outside the geographical jurisdiction as set forth in Article I, who performs work in this Local Union 499's jurisdiction, shall employ not less than 50% of the Laborers employed on such work from among Local 499 Laborers when available; however, it is agreed that at least one (1) Foreperson shall be allowed, after which the second Laborer shall be from Local 499.

On all projects where a single Employer outside the geographical jurisdiction as set forth in Article I employs more than five (5) Laborers, the Employer shall employ not less than 75% of the Employees over five (5) from among Employees of this area when available.

ARTICLE IV HOURS

Section 1. Regular 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., unless changed by mutual Agreement between the Employer and the Local Union Business Manager. Pay for the same shall be at the regular rate. Lunch hour from 12:00 noon to 12:30 p.m. In the event job conditions require that work proceed past 12:00 noon, part of the crew will take their lunch period from 12:00 noon to 12:30 p.m. and the remainder from 12:30 p.m. to 1:00 p.m. If an Employee or Employee(s) work over five hours without a lunch period, they shall be paid time and one half for this half hour lunch period and also be given sufficient time to eat. If the work day extends beyond ten (10) hours, Employee will receive ten (10) minute rest period during the ninth (9th) hour.

Section 2. Overtime. 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.

Section 3. Saturdays, Sundays and Holidays. The Employer agrees to notify the Union prior to any Saturday, Sunday or Holiday work stating the location of the job and the persons working. In an emergency, this clause will be waived.

All work done on Sundays and Holidays shall be paid at the rate of double (2) time. Sundays and Holidays shall consist of twenty-four (24) hours beginning at 12:00 midnight on the evening preceding a Sunday or Holiday.

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.

Section 4. Shift Work. Any person working on shift work after 4:30 p.m. shall receive One Dollar, Thirty Cents (\$1.30) per hour above and over their regular rate. Where a third (3rd) shift is worked, the work day shall be seven and one-half (7½) hours. No member shall be permitted to work more than one (1) shift during any twenty-four (24) hour period.

On work where the regular prescribed shifts cannot be worked, special work time provisions may be arranged between the Employer and the Union.

Section 5. Reporting Times-Waiting Time.

When Employees are ordered on the job and are not put to work, they shall be paid two (2) hours pay at the regular rate except when inclement weather or other conditions beyond the Employers' control make it impossible for such Employees to work.

If an Employee is requested to remain on a job site by the Employer for inclement weather conditions to abate, they shall be paid the regular rate of wages for actual waiting or working.

If an Employee is asked to report to a given location for work and is unable to be productive for lack of tools, supervision or instruction, they shall be paid the regular rate for all waiting time.

Hillsdale, Jackson & Lenawee Counties only: When Employees report for work at the regular starting time and no work is provided, weather permitting, they shall receive pay for two (2) hours at the regular rate for reporting, unless they have been notified before the end of their last preceding shift not to report to work. Any Employee who reports for work and for whom work is provided shall receive no less than four (4) hours pay, and if more than four (4) hours are worked in any one day, shall receive not less than a full day's pay, unless prevented from working for such reasons beyond control of the Employer, including but not limited, by such factors as inclement weather, a breakdown causing discontinuance

of a major unit of the project during which time the Employees are not required or requested to remain on the project by the Employer or his agent, or completion of the project.

**ARTICLE V
WAGES**

Section 1. Wages. Wages for building and heavy construction craft Laborer, portable concrete mixer operators (14 horsepower and under), air, electric or gasoline tool operators, hot dope carriers, tar kettle tenders, gasoline vibrators, concrete gas buggies, concrete saw, signal person and top person on sewer, caisson construction (open cut work), concrete shovelers, car pushers and bottom person (on sewer work). Demolition Laborer, three inch (3”) pumps and below, jobsite clean-up, deep cleaning, and when full-time fire watch is required by the Contractor signatory to this Agreement, the Laborers’ will be utilized to supply the fire watch, jackhammer operators, burner, crock layers (or pipe layers), caisson workers, tunnel muckers and tunnel miners, welder, mason tender, mortar mixer, scaffold builders, forklift operator (masonry only), helpers and tenders on work customarily performed by Laborers and all Laborers working for masonry Contractors and plasterer tenders shall be as follows:

Journey person: Any Laborer who was previously employed prior to June 1st, 1999 would automatically be grandfathered in as a Journey person.

Effective the First Full Pay Period On or After June 1, 2013:

<u>Zone 1</u>	<u>Class A</u>	<u>Zone 2</u>	<u>Class A</u>
*Base Wage	\$21.49	*Base Wage	\$21.03
*Vacation (Deduct)	(1.83)	*Vacation (Deduct)	(1.66)
Health Care	5.30	Health Care	5.30
Pension	6.71	Pension	6.71
Training	.45	Training	.45
LECET	<u>.12</u>	LECET	<u>.12</u>
GROSS WAGE	\$34.07	GROSS WAGE	\$33.61
CIAP	<u>.15</u>	CIAP	<u>.15</u>
TOTAL	\$34.22	TOTAL	\$33.76

* Taxable Income subject to Federal Withholding & FICA.

Effective the first full pay period on or after October 1, 2013, there will be a total package increase of \$.35/hour; breakdown to be determined by the Union.

Effective the first full pay period on or after June 1, 2014, there will be a total package increase of \$.40/hour; breakdown to be determined by the Union.

Effective the first full pay period on or after October 1, 2014, there will be a total package

increase of \$.35/hour; breakdown to be determined by the Union.

Effective the first full pay period on or after June 1, 2015, there will be a total package increase of \$.40/hour; breakdown to be determined by the Union.

Effective the first full pay period on or after October 1, 2015, there will be a total package increase of \$.35/hour; breakdown to be determined by the Union.

Effective the first full pay period on or after June 1, 2016, there will be a total package increase of \$.40/hour; breakdown to be determined by the Union.

Effective the first full pay period on or after October 1, 2016, there will be a total package increase of \$.40/hour; breakdown to be determined by the Union.

Effective the first full pay period on or after June 1, 2017, 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.

Ground Burner base wage shall be fifty cents (\$.50) per hour more than the Class A rate.

High Burner (35 feet and over) base wage shall be one dollar (\$1.00) per hour more than the Class A rate.

Section 2. 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%.

Section 3. Foreperson. The wage rate for Labor Foreperson shall be One Dollar, Twenty-Five Cents (\$1.25) per hour above and over their regular rate. When five (5) or more Laborers are employed on any given project and are not under the direct supervision of another Craft Foreperson, then one (1) Laborer shall be selected as a working Laborer Foreperson.

All Forepersons must have their First-Aid CPR certified card current by January 1, 2012 and kept current accordingly.

Forepersons shall be selected by the Employer.

Section 4. Severance. If an Employee is discharged from employment or laid off by the Employer (or their representative), the Employee shall be paid off immediately.

Section 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 thereunder 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

Notification of Termination Form (Continued)

Reason for Termination (Check one or more):

Excessive Absenteeism: _____

Excessive Tardiness: _____

Lack of Required Skills: _____

(This area cannot be checked for Apprentices)

Insubordination: _____

Theft: _____

Section 6. Pay Day. Unless otherwise provided by arrangement between the Employers and the Union, Employees shall be paid once each week on the job during the working hours and within four and one-half (4½) weekdays after the closing day of the pay period. Any member failing to receive their wages on the regular pay day, due to the fault of the Employer, shall immediately notify the Business Agent who will proceed at once to collect the amount due, including pay for waiting time not exceeding eight (8) hours, or the schedule hours for that day, at the regular rate. This waiting time is to apply to the Employer who willfully neglects or does not make it their duty to pay their Employees at the proper time. Paychecks given to Employees by the Employer must be drawn from a financial institution domiciled in the State of Michigan.

**ARTICLE VI
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 Michigan Laborers' Pension Fund Rehabilitation Plan Preferred Schedule, 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 Laborers' Local 499-Employers' Cooperation and Education Trust Fund, dated April 1, 2006.
7. The Trust Agreement for the Michigan Laborers' Annuity Fund dated March 1, 1997.

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.

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.

Section 1. Health Care. The amount of contributions shall be at the rate specified in Article V on actual hours worked without regard to whether the Employee was working on straight time or overtime and shall be paid on all Employees working under this Agreement whether they are probationary, non-union members, temporary, seasonal or casual Employees. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Health Care Fund, to such depository as designated by said Trustees.

Section 2. Pension. All Pension contributions shall be paid at the rate specified in Article V 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, non-union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Pension Fund to such depository as designated by said Trustees. Negotiated wage increases will be allocated first to satisfy any required Pension Fund contribution increase.

Section 3. Vacation. All vacation contributions shall be paid at the rate specified in Article V, on actual hours worked without regard to whether the Employee was working on straight time or overtime. The Employer agrees to make this contribution on all Employees whether probationary, non-union member, temporary, seasonal or casual. This vacation contribution shall be deducted from the Employee's pay and therefore, shall be included in the Employee's gross wages for the purpose of computing all other authorized payroll deductions. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Vacation Fund to such depository as designated by said Trustees.

Section 4. Michigan Laborers' Training and Apprenticeship Fund. All Michigan Laborers' Training and Apprenticeship Fund contributions shall be paid at the rate specified in Article V 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, non-union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Training and Apprenticeship Fund to such depository as designated by said Trustees.

It is agreed that the Education Fund adopted by the Trustees of the said Education Fund

shall at all times conform with the requirements to treat contributions to the Education Fund as a deduction for Income Tax purposes.

Section 5. Michigan Laborers'-Employers' Cooperation and Education Trust (LECET) Fund. All Fund contributions shall be paid at the rate specified in Article V 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, non-union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Employers Cooperation and Education Trust Fund to such depository as designated by said Trustees.

Section 6. Laborers' Local 499-Employers' Cooperation and Education Trust Fund. The Contractor agrees to pay into Laborers' Local 499-Employers' Cooperation and Education Trust Fund, the hourly contribution rate listed in Article V per hour for each hour actually worked without regard to whether the Employee was paid straight time or overtime.

Payment into the Labor/Management Trust Fund shall be made in such a manner and at such times as authorized and directed by the Trustees of the Fund. 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.

The Labor/Management Trust Fund shall be jointly administered by a board of up to four (4) Trustees, two (2) of whom shall be selected by Laborers' Local Union 499 and two (2) of whom shall be selected by the Labor Relations Division of the AGC of Michigan.

Section 7. Annuity Fund. The Employer agrees to pay into the Michigan Laborers' Annuity Fund. Annuity contributions shall be made at the rate specified in the amended wage schedule of each Agreement on actual hours worked without regard to whether the Employee was working on 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.

Section 8. Construction Industry Advancement Fund. Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program (CIAP) an amount as stated in *Article V—Wages* per hour for each hour paid by the Employer to his Employees pursuant to this Collective Bargaining Agreement. 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.

Section 9. Violation of Payment. If the Employer fails to pay wages and/or make fringe benefit contributions in accordance with this Agreement, the Union may take economic action against the Employer provided it gives written or telegraphic notice of 48 hours excluding Saturday, Sunday or Holidays to said Employer and the Association before taking such action.

Section 10. Fringe Benefit Security. Any Employer who does not have an established satisfactory record of payment and any Employer who should become delinquent in the monthly record of fringe benefit payments as determined by the Fund Trustees may be required to post a certified check in an amount to be determined by the Trustees to secure payment of fringe benefit funds payable to the Trustees of said enumerated fringe benefit fund.

Section 11. Reports. The Employer agrees to file monthly reports along with the payment of the above fringe benefit contributions to the depository, Administrator and Union in the time and manner prescribed by the Trustees.

Section 12. Adjustment of Contributions. 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 VII WORKING CONDITIONS

Section 1. There shall be no limitations as to the amount of work a Laborer shall perform during the working day, provided the same is not injurious or dangerous to health and safety, it being understood that the work person shall perform a fair and honest day's work.

Section 2. There shall be no restrictions, other than safety, of the use of machinery, tools or appliances provided the same are of standard size and standard equipment. The Employer, under this Contract, will furnish tools, including boots and raincoats when needed; and where oil or acid compounds are used, rubber gloves. The Employee will, under conditions of employment, furnish and wear safety shoes and safety helmets to meet the standard of the National Safety Council Code, job and weather conditions permitting.

Employer and Employee agree to abide by all rules and regulations of the Michigan Construction Safety Commission and the Occupational Safety and Health Act. Employees will be subject to discharge for failure to comply. It is understood the Union will be notified prior to any such discharge.

Section 3. The Employer may implement random and/or just cause testing for drugs and/or alcohol. Each Employer's program must be approved by the Union prior to implementation. The union considers time spent being tested as time worked.

Section 4. No Laborer shall be requested to abide by orders given by anyone other than one of the following: General Superintendent, General Foreperson, Labor Foreperson or the Foreperson to whom the Laborer or Laborers are assigned.

Section 5. Employers shall furnish and keep reasonably clean a suitable shed under lock for keeping clothing and for eating, and shall also provide proper sanitation and drinking water, and on jobs of more than four (4) stories, toilet facilities will be placed at intervals of every other story.

On caisson work, an adequate facility shall be provided in the area of the work to permit the bottom person to adjust to the change in temperature conditions.

Section 6. When an Employee is injured on the job they shall receive their full day's pay regardless of the time of the injury, providing the doctor's report shows they were unable to return to work. Injury or illness causing death or hospitalization of the Employee shall immediately be reported to the Local Union by the Employer.

Section 7. An Employee assigned work in another craft shall be paid at the rate of the job in that craft for all work done.

Section 8. Parking. It shall be the Employer responsibility to provide parking for the Employees, including fees where applicable. Reimbursement for such fees will be paid provided receipts are furnished by the Employee.

Section 9. Employees will be permitted a ten (10) minute break at their work station during the second or third hour of the first four (4) hours of their shift. There shall be a ten (10) minute unorganized mid-afternoon Employee break period, at the work station, if the Employer gives an afternoon break to any of his Employees on a project basis. The exact time to be designated by the Employer. It is understood that this privilege is not to be abused, and in no case will the operation of the job be interrupted.

Section 10. Travel Time. When Employers require Laborers to report to the yard or 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.

ARTICLE VIII STEWARDS

Section 1. On all projects over 5 million dollars in value to each Employer, the Business Manager shall be entitled to place by mutual consent with the Employer, a labor Steward. The Steward shall be the first Laborer employed on the project excluding the labor foreperson.

Section 2. On all other projects the Business Manager may appoint a Steward from among the Employees on the job.

Section 3. It is understood the Steward is an agent of the Union and shall not be discriminated against or discharged for performing any of their duties. The Steward is to be on the job at all times when Laborers work is being performed, including overtime. The Steward shall be given sufficient time to conduct their duties. The Steward shall notify their supervisor prior to performing any of their duties.

Section 4. If the Contractor believes the Steward is incompetent in their work or unable to perform the work to be done the Contractor shall notify the Business Manager. The Contractor and the Business Manager shall meet to resolve the matter. If the Steward is to be discharged the Business Manager may replace the person, from the Employees on the job.

Section 5. The Steward shall be informed of all injuries and dismissals of Laborers on the job.

Section 6. All new Laborers shall report to the Steward and Foreperson prior to going to work.

Section 7. The Steward shall be the last Laborer on the job, excluding the Labor Foreperson, provided they are competent to perform the work required. When there is a temporary shutdown on the job and all Laborers are laid off, the Steward shall be the first Laborer recalled (provided they are competent to perform the work required), excluding the Laborer Foreperson.

Section 8. All Stewards must have their First-Aid CPR certified card current by January 1, 2011 and kept current accordingly.

Hillsdale, Jackson & Lenawee Counties only:

The Union shall be entitled to place with the Employer a Laborer Steward who shall be qualified to perform the work required. The Steward shall be the second Laborer on the project. Said Steward to be referred or placed by the Business Manager of Local 499. The Employer shall be given the name of the Steward within twenty-four (24) hours of his/her appointment. The Steward in the fulfillment of his/her duties shall exercise care in not

impeding the progress of the job. The Steward shall be the last Laborer to be laid off except for the Foreman, provided he/she is capable of performing the work required.

ARTICLE IX BUSINESS REPRESENTATIVES

The authorized Business Representative may visit the jobs during working hours to interview Employers or work person, but shall not unreasonably interfere with the progress of the work. The Employer agrees to make such arrangements as may be necessary for the Business Representative of the Union to gain access to job sites where there is a plant protection system in operation; if unable to secure this right, the Employer agrees to furnish the Union with a list of all Laborers on the job, including date of employment.

ARTICLE X JURISDICTIONAL PROCEDURE

It is mutually agreed that the work to be performed under this Contract shall be the work properly within the jurisdiction of Laborers' International Union of North America as granted by the AFL-CIO as amended by National or Area Awards according to decisions or Agreements of record which may apply, and in the absence of such it shall be determined by local area practice. In the event of a jurisdictional dispute, there shall be no stoppage of work or lockout, and the Employees will continue to work on the basis of their original assignments while an earnest effort is made to settle the dispute.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. In the event a dispute occurs due to a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof, (excluding Article VI, Section 8) an earnest effort will be made to settle such dispute between the Contractor, and the Union. If the dispute cannot be resolved between the Employer and the Union, then the Labor Relations Director of the AGC of Michigan, shall be notified of such difference of opinion or dispute. If the dispute cannot be resolved in seven (7) working days by this method, either party can then refer the matter to the Joint Grievance Committee as outlined hereafter.

Section 2. The Joint Grievance Committee shall be composed of four (4) members; two (2) from the AGC/LRD and two (2) from the Union. Following appointment said Grievance Committee shall meet, elect a Chairperson and a Secretary, (one (1) union, one (1) management), adopt rules of procedure which will bind the parties concerned, and proceed to consider any matters 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 the Agreement or any section thereof. No Committee member shall be directly involved in the dispute to be resolved by said Committee.

Section 3. 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 the fifth (5th) member within two (2) days, the Director of the Federal Mediation and Conciliation Service shall be requested to supply a list of five (5) local 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 determined by a majority of its members and 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.

Section 4. 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 within twelve (12) calendar days after alleged violation was committed.

Section 5. 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.

Section 6. It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over failure or refusal of the Contractor to pay the wage rates, overtime, Health Care, Pension, Industry Advancement Fund, Laborers' Training Fund, and Vacation, provided, however, that any dispute involving a particular Employee's proper wage classification or eligibility to receive overtime pay shall be subject to the provisions of this Article.

Section 7. The time frame previously referenced may be waived in each instance by mutual consent of the parties. Disputes resolved at any step of the grievance procedure is final and binding upon the parties.

ARTICLE XII VALIDATION

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

ARTICLE XIII MARKET RECOVERY

It is recognized by the parties that certain types of work in the Union construction market

have been eroded and threatened by non-union competition.

Where the mutual interest of the Employers and Union are served by modifying their terms and conditions (including wage rates) of this Agreement to enable Employers to compete more effectively in obtaining jobs and work for Laborers, it is agreed that the parties may enter into Market Recovery on a particular project or on projects of a specific nature as defined by the parties.

The Market Recovery terms and conditions agreed to shall be reduced in writing and signed by both parties prior to implementation.

If the Union enters into Market Recovery with an Employer who is not a member of the Association, the Union shall provide a copy of the Market Recovery Addendum to the Association.

All of the portions of this Agreement, which are not altered by the Market Recovery Addendum shall apply on Market Recovery Work.

Entering into Market Recovery shall not be a violation of the Equal Treatment provision of this Agreement, so long as the provisions of this Section are met.

ARTICLE XIV TERMINATION OF AGREEMENT

This Agreement shall become effective **March 25, 2013**, and continue in effect thereafter through **May 31, 2023**. Should either party desire to amend or terminate this Agreement at the above expiration date, such party shall give the other written notice of such desire at least sixty (60) days before **May 31, 2023**, and a joint meeting of both parties shall then be held for the purpose of discussing proposed changes and the incorporation into this Agreement of such amendments or alterations as may be agreed upon. If neither party gives such notice to amend or terminate, the Agreement shall remain in full force from year to year thereafter unless sixty (60) days prior to any annual anniversary date, notice be given in writing by either party to the other, indicating a desire to amend or terminate or said annual anniversary date.

It is understood and agreed between the parties that nothing contained in this Agreement, nor the failure to mention or include a subject, whether the same was or was not the subject of negotiations between the parties leading up to the Agreement shall be construed to authorize the reopening of this Agreement by either party for discussion of any subject whatsoever, except upon the notice given in the time and manner stated above, and except as provided above, for the life of this Agreement and for the life of any extension thereof neither party shall demand any change in the Agreement nor shall either be required to bargain with respect to any change in the Agreement, nor shall any modification, alteration or amendment of said Agreement be an objective of or be stated as a reason for any strike or lockout or other exercise of economic force or threat by either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written:

AGC OF MICHIGAN, LABOR RELATIONS DIVISION

BY _____
Scott D. Fisher, Vice President

MICHIGAN LABORERS' DISTRICT COUNCIL

BY _____
Geno Alessandrini, Sr., Business Manager

BY _____
Alex Zurek, Secretary-Treasurer

LABORERS' LOCAL UNION 499

BY _____
Robert Malcolm, Business Manager

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

Firm Name _____

Address _____

Michigan Employment Security Commission
Registration Number _____

Employer's Social Security and Withholding
Tax Number _____

Workers' Compensation Insurance
Number _____
Expires _____
Insurance Firm _____

The undersigned Employer agrees to voluntarily recognize Laborers' Local 499, Michigan Laborers' District Council and the Laborers' International Union of North America, hereinafter called the "Union", as the sole and exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all Laborers employed by Employer on all of the Employer's present and future job sites within the Union's geographic jurisdiction based upon the fact, acknowledged by the Employer to be true, that the Union has requested recognition as Section 9(a) representative of such employees and the Union has shown, or has offered to show, evidence of its majority support.

The Employer agrees to adopt the foregoing agreement, to be bound by all the terms and conditions of the Agreement and amendments thereto, including the effective dates, and to become a party thereto. It is also agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Article XI of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it were served on the Employer personally.

Finally, the Employer agrees that, unless the Union is notified to the contrary by the Employer by registered mail at least sixty (60) days prior to the expiration 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 which follow notice by the Union referred to in the preceding paragraph.

Signed this _____ day of _____, 20____.

EMPLOYER:

Firm Name _____

Phone: _____ Fax _____

By _____ Title _____
Signature

LABORERS' LOCAL UNION NO. 499: 3080 Platt Rd., Ann Arbor, MI 48108-1808
Phone: 734/971-5212 Fax: 734/971-0094 Toll Free: 877/499-2100

By _____ Title _____
Signature

**(Please return one (1) signed copy to the District Council)
1118 Centennial Way, Suite 100, Lansing, MI 48917-9280**

ADDENDUM I – 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:

<u>Zone 1</u>	<u>Class A</u>	<u>Zone 2</u>	<u>Class A</u>
*Base Wage	\$18.56	*Base Wage	\$18.19
*Vacation (Deduct)	(1.50)	*Vacation (Deduct)	(1.50)
Health Care	5.30	Health Care	5.30
Pension	3.36	Pension	3.36
LECET	.04	LECET	.04
GROSS WAGE	\$27.26	GROSS WAGE	\$26.89
CIAP	.15	CIAP	.15
TOTAL	\$27.41	TOTAL	\$27.04

(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.

The NMI Addendum will expire on May 31, 2023.

AGC OF MICHIGAN, LABOR RELATIONS DIVISION

BY _____
 Scott D. Fisher, Vice President

MICHIGAN LABORERS' DISTRICT COUNCIL

BY _____
Geno Alessandrini, Sr., Business Manager

BY _____
Alex Zurek, Secretary-Treasurer

LABORERS' LOCAL UNION 499

BY _____
Robert Malcolm, Business Manager

ADDENDUM II – 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 or public housing (PHA) which has a predetermined rate established by the Department of Labor.

The base rate of wages for a **Residential Laborer** shall be Seventy-Five Percent (75%) of the base rate of the appropriate classification.

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.

FOR THE EMPLOYER

Firm Name _____

By _____
Signature Title Date

FOR LABORERS’ LOCAL #499

By _____
Signature Title Date

(Please send one signed copy each to the Fringe Benefit Funds and the District Council.)

MEMORANDUM OF UNDERSTANDING

The parties agree, in the event the AGC/LRD enters into a Drug and Alcohol Testing Program with MUST/MOST any time during the term of this Agreement, an Addendum will be drafted and signed indicating that such Policy has been adopted by Laborers' Local Union 499 and the AGC/LRD.

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

AGC OF MICHIGAN, LABOR RELATIONS DIVISION

BY _____
Scott D. Fisher, Vice President

MICHIGAN LABORERS' DISTRICT COUNCIL

BY _____
Geno Alessandrini, Sr., Business Manager

BY _____
Alex Zurek, Secretary-Treasurer

LABORERS' LOCAL UNION 499

BY _____
Robert Malcolm, Business Manager