

2013-2023

AGREEMENT

entered into between

AGC OF MICHIGAN

and

**CONSTRUCTION AND
GENERAL LABORERS' UNION
LOCAL #1329**

and

Michigan Laborers' District Council

AFL-CIO

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AGREEMENT

This Agreement entered into by and between the AGC of Michigan, Labor Relations Division, hereinafter referred to as the 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 Local Union #1329 of the Laborers' International Union of North America, Iron Mountain, Michigan, hereinafter referred to as the "Union."

The terms of this Agreement shall continue in full force and effect from March 1, 2013 through April 30, 2023.

It is understood the 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 in principle 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.

ARTICLE I GEOGRAPHICAL JURISDICTION

The geographical jurisdiction of this Agreement includes all counties in the Upper Peninsula of the State of Michigan and the County of Florence, Wisconsin and the Cities of Niagara and Marinette, Wisconsin.

WORK JURISDICTION

TENDERS - Cement Finisher Tender, Tending Masons, Plasterers, Carpenters and other building and construction crafts and mixing, handling and conveying all materials used by Masons, Plasterers, Carpenters and other building and construction crafts, whether done by hand or by any other process, drying of the plastering when done by salamander heat or cleaning and clearing of all debris.

SCAFFOLDING – Building of scaffolding and staging for Masons and Plasterers.

EXCAVATION AND FOUNDATIONS - Excavation for building and all other construction digging, lagging, sheeting, cribbing, bracing, and propping of foundations, holes, caissons, cofferdams, dams and dikes.

CONCRETE - Concrete for walls, foundations, floors or for any other construction, mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying concrete whether done by hand or any other process, and wrecking, stripping, dismantling and handling concrete forms and false work building of centers for fireproofing purposes.

TRENCHES, MANHOLES, ETC. - Cutting of streets and ways for laying of conduits for all purposes, digging of trenches, manholes, etc., handling and conveying all materials for same, concreting of same, backfilling, grading and resurfacing of same and all other semi and unskilled labor connected therewith.

TUNNELS, SUBWAYS AND SEWERS - Construction of sewers shafts, tunnels, subways, caissons, cofferdams, dikes, dams aqueduct, culvert, flood controls and airports.

UNDERPINNING AND SHORING - Shoring, underpinning and raising of all structures.

DRILLING AND BLASTING - All work of drill running, jackhammers, blasting and busters on concrete floor and walls and all phases where operating a buster is required.

COMPRESSED AIR - All work in compressed air construction.

SIGNAL MEN - Signal men in all construction work defined herewith.

GENERAL LABORERS - All Laborers in material yards, asphalt plants, concrete plants and all Laborers' work of an unskilled and semi-skilled nature.

WRECKING - The wrecking of buildings and all structures.

ARTICLE II INTENT & PURPOSE

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

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

The Union recognizes the Association 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.

The Association recognizes the Union as the sole bargaining agent for all employees covered by this Agreement.

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, bonuses and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement. The conditions of employment shall be improved wherever provisions for improvement are made elsewhere in this Agreement.

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 and/or conditions (including wage rates and overtime work) than those contained herein, the Union agrees that such more favorable terms and/or conditions shall automatically be extended to the Employers covered by this Agreement.

ARTICLE III EMPLOYMENT AND UNION SECURITY

- A. When new or additional employees are needed, the Employer shall notify the Union of the number and qualifications of employees required. It shall be the responsibility of the Union to furnish the necessary employees requested by the Employer without special inducement, bonus payments or offer of overtime in excess of the regular straight time week.
- B. The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based or in any way affected by any consideration with respect to race, religion, color, creed, national origin, age, sex, marital status, veterans status or in any way, affected by Union membership, by-laws, or rules, regulations, constitutional provisions or any other aspect of obligation of Union membership, policies or requirements. In the selection of applicants for referral to jobs, mutually agreeable standards established shall be on a non-discriminatory basis and shall be operated on a non-discriminatory basis.
- C. The Employer retains the right to reject any job applicant referred by the Union.
- D. The parties to the Agreement post in places where notices to employee and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangement, including the safeguards we deem essential to the legality of an exclusive hiring Agreement.
- E. If the Union cannot furnish the required number of employees within forty-eight (48) hours, the Employer may hire the required employees at its own discretion, said employees to be governed by Paragraph G of this Section.
- F. Members of Local Union #1329 who have worked for the Employer during the previous twenty-four (24) months may be recalled to work directly by the Employer. The Employer shall notify the Union of all employees so recalled.

G. 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 Employer of employees covered by this Agreement shall be conditioned upon payment by such employees of the initiation fees and periodic dues as herein defined. The failure of any person to pay, or tender, the initiation fee and periodic dues shall obligate the Employer 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 person on the same terms available to other applicants for such membership, to forthwith discharge such person within (10) ten days of notification.

The Union further agrees that it will not require the Employers, or any Employer to take any action that violates the provisions of the Labor Relations Act of 1947, or the Labor Management Act of 1959, as the same now exists or may hereafter be amended. The Employer shall not be obligated hereunder to discharge or discriminate against any employee for non-membership in the Union.

H. 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.

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

I1. If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members; or

I2. If he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

J. The Employer agrees that when an employee desires to become a member of the Union, and the employee has signed a proper authorization card, it will withhold from the employees' wages and turn over to the Union the amount specified as initiation fees. 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.

- K. No employee of the Employer, covered by this Agreement, shall be required to cross any lawful primary picket line.
- L. An Employer has the right to request employees by name, in which event registrants may be referred to employment without regard to their position on the out-of-work list. An Employer may specify the qualifications, including geographic area of residence, required of employees, in which event unqualified registrants may be passed over, selection being made from among qualified registrants, only. If an Employer requests a minority or female applicant for referral to comply with EEO requirements, the Employer must make the request in writing, stating the specific communication from the agency establishing the EEO requirements. All other requests for employees by name, or by qualifications, must be tendered to the Union in writing.
- M. The Union warrants that it will fully comply with all the provisions of this Article, including, but not limited to, the non-discriminations provisions therein and to that end the Union shall indemnify and save the Employer and/or Association harmless against any and all claims, charges, demands, suits or other forms of liability arising out of or by reason of the operation of the hiring hall and any action taken or not taken by the Union under this Article. Said hold harmless shall include reimbursement of all costs and expenses including attorneys fees and all liabilities incurred by or suffered by any Employer and/or Association in responding to or as a result of any claim, charge, demand or suit filed under or related to the operation of the hiring hall and this Article which was caused by the Union. The Employer shall be entitled to rely on any list or notice or other information and documentation furnished by the Union.
- N. As a condition of employment, each employee performing work covered by this Agreement must be in possession of an OSHA-10 Certificate. In addition, each employee shall complete sixteen (16) hours of upgrade training, comprising eight (8) hours of technical training and eight (8) hours of safety training each year. This training is to be completed by August 1st of each year. New employees to this Agreement shall have one hundred twenty (120) days to meet this requirement.

ARTICLE IV EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against or preference for any employee or applicants for employment on the basis of race, color, age, creed or national origin.

Masculine personal pronouns in this Agreement are used solely as a grammatical convenience and shall include the feminine gender, unless the context indicates otherwise. Similarly, the singular personal pronoun shall include personal pronoun shall include the plural where appropriate.

ARTICLE V SUB-CONTRACTING

When subcontracting any work covered by this Agreement, the Employer agrees to make an honest attempt to sublet said work to firms abiding by the terms and conditions of this Agreement. When situations arise where the low bidder is not signatory in this Agreement, the Union, Employer and Subcontractor shall meet and attempt to work toward a solution of having the work in question done by a member of the Bargaining Unit.

ARTICLE VI HOURS

Section 1. ~~Regular Day Work Week.~~ A regular work week will consist of forty (40) hours worked, Monday through Saturday. ~~The regular working day shall consist of eight (8) hours between 7:00 a.m. and 3:30 p.m. or 8:00 a.m. and 4:30 p.m., but the employees will not be requested to start work after 8:00 a.m., and the employees will commence work at the time decided upon by the majority of the crafts on the project—the Employer designating one starting hour, and five (5) days shall be recognized as a week, Monday to Friday inclusive.~~

~~Saturday shall be considered a voluntary make-up day for lost time Monday through Friday if the make-up day is utilized. A full eight (8) hour work day shall be worked on Saturday with all hours in excess of forty (40) hours being paid at the rate of time and one-half (1½).~~

One-half (½) hour shall be allowed for lunch on all shifts. No Laborers shall work longer than 5 (five) consecutive hours without a thirty (30) minute lunch break. In the event he is not afforded a thirty (30) minute lunch break, he shall be allowed adequate time to eat and be paid one-half (½) hour at the established premium rate.

When employees are required to work beyond the 10th hour, they will be given an unpaid period not to exceed thirty (30) minutes to eat. In the event the Employer does not furnish the meal, the employee will be reimbursed \$5.00.

An unorganized mid-morning coffee break not to exceed ten (10) minutes shall be granted all employees covered by the Agreement at or near their work stations. The exact time of the coffee break to be designated by the Employer.

If an Employer transfers men 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.

Section 2. Overtime and Holidays.

For General & Commercial Construction Only (Wage Rate B, Classes A through E): Overtime at the rate of time and one-half (1½) will be paid after forty (40) hours worked Monday through Saturday on all work.

Industrial Construction Only (Wage Rate A, Classes A through E): ~~All work performed on Saturdays, except for make-up days during the regular working hours, shall be paid at time and one-half (1½) the established rate of pay. Any work performed before the scheduled starting time shall be paid at double (2) times the established rate of pay. All work performed after eight (8) hours of regular work shall be paid at double (2) times the established rate of pay.~~ Any two (2) hours of work performed before or after the regularly scheduled working hours, Monday through Friday, shall be paid at time and one-half (1½). All work performed after the tenth hour shall be paid at double times the established rate of pay.

All work performed on Saturdays, except for make-up days during the regular working hours, shall be paid at time and one-half (1½) the established rate of pay. Any work performed before the scheduled starting time shall be paid at double (2) times the established rate of pay. All work performed after eight (8) hours of regular work shall be paid at double (2) times the established rate of pay.

Any employees working through their lunch time will be paid at time and one-half (1½) times the established rate of pay.

~~**For General & Commercial Construction Only (Wage Rate B, Classes A through E):** Overtime at the rate of time and one-half (1½) will be paid after forty (40) hours worked Monday through Saturday on all work.~~

Holidays. All work performed on Sunday and legal holidays shall be paid at double (2) times the established rate of pay. Legal holidays recognized are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Section 3. (a) Shift Work. Shifts shall be defined as first, second, and third shifts. The first shift shall be worked between 7:00 a.m. and 5:00 p.m. The second shift shall start at the close of the first shift and shall be seven and one-half (7½) hours in length for eight (8) hours' pay, including fringe benefits and the third shift which begins upon completion of the second shift shall work for seven (7) hours for eight (8) hours' pay, including fringe benefits. There shall be no split shift. No man shall work more than one shift in twenty-four (24) hours. When shift work is being performed, the work week shall start at 8:00 a.m. Monday and end at 8:00 a.m. Saturday.

Work performed on a two (2) shift basis, ten (10) hour shifts, the first shift shall work ten (10) hours, have one-half (½) hour for lunch and be paid for ten (10) hours. On the second shift, the employee shall work nine and one-half (9½) hours, have one-half (½) hour for lunch and be paid for ten (10) hours. Work performed on a twelve (12) hour basis, the first shift shall work twelve and one-half (12½) hours, including one-half (½) hour for lunch and will be paid for twelve (12) hours. On the second shift, the employee shall work eleven and one-half (11½) hours, including one-half (½) hour for lunch and will be paid for twelve (12) hours.

(b) Special Shifts. When required by the Owner and for reasons beyond the control of the Employer, it is impractical to work a crew under certain conditions during daytime hours, the Employer may be permitted to work such hours as necessary provided that the Local Business Agent is provided written notice, if possible, twenty-four (24) hours in advance.

~~**Section 4. "4-10's" Work Week.** A "4-10's" work week, Monday through Thursday, may be worked under the following terms and conditions, unless prohibited by common Construction Agreement (Project Agreement) or prohibited by Federal or State Laws.~~

~~The Employer and Union may agree to a "4-10's" work week. It being understood that prior to the implementation of a "4-10's" work week, the Union and Employer shall review the circumstances involved on the construction project to determine if a "4-10's" work week is practical and feasible. A "4-10's" work week shall only be implemented with a full work week commencing on Monday. When shift work, scheduled or unscheduled overtime is required or occurs during a scheduled "4-10's" work week, the shift work or overtime provisions of this Agreement shall apply and the "4-10's" work week shall be discontinued until such required shift work or overtime is completed.~~

~~Except for one (1) hour prior to a scheduled four-ten hour shift or one (1) hour following completion of a scheduled four-ten hour shift (which shall be paid at time and one half (1½) rate) all work performed after eleven (11) hours shall be paid at the double time rate. The starting time shall be established by mutual consent of the Employer and Union. A mid-morning and mid-afternoon unorganized coffee break at or near the work station shall be afforded all employees working under terms of this Article.~~

~~Friday shall be considered a voluntary make-up day for lost time Monday through Thursday. If the make-up day is utilized, a full ten (10) hour workday must be scheduled with all hours in excess of forty (40) hours to be paid at the rate of time and one-half (1½).~~

~~Holidays, which are observed during the Monday through Thursday work week, and lost time due to inclement weather, shall be the only time considered as lost time in determining if a voluntary Friday make-up day shall be worked.~~

Section 5 4. Reporting Time. When a stated number of men appear on a job at the time ordered by the Employer, they shall either be put to work or each man shall be given two (2) hours pay, unless inclement weather conditions beyond the control of the Employer prevent the men from working. However, it shall be mutually agreed by a representative of the Union and a representative of the Employer what constitutes inclement weather.

If an employee is requested to remain on the job site for inclement weather conditions to abate, he shall be paid his regular rate for all waiting time.

If an employee is asked to report to any given location for work, and is unable to be productive for lack of tools, supervision or instructions, he shall be paid his regular rate for all waiting time.

No member shall work on the job unless he is to be paid the regular rate of wages.

**ARTICLE VII
WAGES AND FRINGE BENEFITS**

Section 1. The rate of wages to be paid Laborers and other classifications under the jurisdiction of the Construction and General Laborers' Union Local #1329, AFL-CIO, shall become effective as provided herein.

All work performed in the city of Marinette, Wisconsin, wage rates of Local #330 will prevail. Refer to Addendum on Page 298.

**WAGE RATES & SCOPE OF WORK
WAGE RATE A**

INDUSTRIAL CONSTRUCTION

The scope of work covered by the terms of this Agreement shall include all Industrial Manufacturing and Processing Plants such as Ore Plants, Paper Mills, Power Houses, Foundries, Saw Mills, Wood Processing Plants, Hydro Electric Dams or other Industrial Complexes or sites where uniform construction agreements (Project Agreements) are utilized or where Maintenance Agreements are used to perform Industrial Maintenance work.

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

CLASS A: Includes all Construction Laborers on building and heavy construction work, storm and sanitary sewers on all construction sites and streets which are not included in the Highway Agreement, Tool Crib Attendant, Civil Engineer Tender, Rodman, Oxi-gun Operator, and men using propane or acetylene cutting torch, Motor Driven Buggies, Chipping Hammers, Tamping Machines, Green Cutting (whether run by air, electric or gas), Sand Blasters, Mason Tenders, Mortar Mixers, Material Mixers (whether done by hand or done by machine), Vibrator Operator, Concrete Mixer, Laborers with Concrete Crew, Mixer to Pour, including pour time from trucks. This classification does not include Foremen and others falling within specified classifications

*Base Rate	\$21.58
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$34.43
CIAP	<u>.15</u>
TOTAL	\$34.58

*Taxable Income subject to Federal Withholding & FICA.

CLASS B. Cement Gun Nozzleman, Blasters, Miners, Drillers, Buster Operators, Layers of all Non-Metallic Pipe (when two Laborers are required to operate one drill or buster at the same, time, both Laborers will be paid the rate of that classification).

*Base Rate	\$21.98
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$34.83
CIAP	<u>.15</u>
TOTAL	\$34.98

CLASS C. Caisson Worker and Airtrack.

*Base Rate	\$22.33
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$35.18
CIAP	<u>.15</u>
TOTAL	\$35.33

CLASS D. Watchmen, Fire Watch and Hole Watch.

*Base Rate	\$18.17
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$31.02
CIAP	<u>.15</u>
TOTAL	\$31.17

*Taxable Income subject to Federal Withholding & FICA.

CLASS E. Digester, Tanks & Kilns.

*Base Rate	\$23.63
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$36.48
CIAP	<u>.15</u>
TOTAL	\$36.63

*Taxable Income subject to Federal Withholding & FICA.

Effective the first full pay period on or after May 1st, of each respective year through May 1, 2022, there will be an increase in the total package as contained in the Wage Schedule below:

	5/1/13	5/1/14	5/1/15	5/1/16	5/1/17	5/1/18	5/1/19	5/1/20	5/1/21	5/1/22
Wage Rate A-Class A	Freeze	\$0.33	\$0.33	\$0.34	\$0.34	\$0.35	\$0.35	\$0.36	\$0.36	\$0.37
Rate A-Class B	Freeze	\$0.33	\$0.34	\$0.34	\$0.35	\$0.35	\$0.36	\$0.37	\$0.37	\$0.38
Rate A-Class C	Freeze	\$0.34	\$0.34	\$0.35	\$0.35	\$0.36	\$0.37	\$0.37	\$0.38	\$0.38
Rate A-Class D	Freeze	\$0.28	\$0.28	\$0.29	\$0.29	\$0.29	\$0.30	\$0.30	\$0.31	\$0.31
Rate A-Class E	Freeze	\$0.36	\$0.36	\$0.37	\$0.38	\$0.38	\$0.39	\$0.39	\$0.40	\$0.40

Waterfront work (working over water on the Great Lakes or connecting waters navigable to lake carriers): \$.75 per hour additional premium.

All registered Apprentices in Laborers' Local Union 1329 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, Wage Rate B, Class A.
All fringe benefits are paid at 100%.

WAGE RATE B
GENERAL & COMMERCIAL CONSTRUCTION PROJECTS

Wage Rate B of this Agreement shall apply to all projects not covered under Wage Rate A.

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

CLASS A: Includes all Construction Laborers on building and heavy construction work, storm and sanitary sewers on all construction sites and streets which are not included in the Highway Agreement, Tool Crib Attendant, Civil Engineer Tender, Rodman, Oxi-gun Operator, and men using propane or acetylene cutting torch, Motor Driven Buggies, Chipping Hammers, Tamping Machines, Green Cutting (whether run by air, electric or gas), Sand Blasters, Mason Tenders, Mortar Mixers, Material Mixers (whether done by hand or done by machine), Vibrator Operator, Concrete Mixer, Laborers with Concrete Crew, Mixer to Pour, including pour time from trucks. This classification does not include Foremen and others falling within specified classifications.

*Base Rate	\$19.92
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$32.77
CIAP	<u>.15</u>
TOTAL	\$32.92

CLASS B. Cement Gun Nozzleman, Blasters, Miners, Drillers, Buster Operators, Layers of all Non-Metallic Pipe (when two Laborers are required to operate one drill or buster at the same, time, both Laborers will be paid the rate of that classification).

*Base Rate	\$20.32
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$33.17
CIAP	<u>.15</u>
TOTAL	\$33.32

*Taxable Income subject to Federal Withholding & FICA.

CLASS C. Caisson Worker and Airtrack.

*Base Rate	\$20.67
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$33.52
CIAP	<u>.15</u>
TOTAL	\$33.67

CLASS D. Watchmen, Fire Watch and Hole Watch.

*Base Rate	\$17.97
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$30.82
CIAP	<u>.15</u>
TOTAL	\$30.97

CLASS E. Digester, Tanks & Kilns.

*Base Rate	\$21.97
*Vacation	(2.65)
Health Care	5.30
Pension	6.71
Training	.48
UPCC	.14
LECET	<u>.22</u>
Gross Rate	\$34.82
CIAP	<u>.15</u>
TOTAL	\$34.97

*Taxable Income subject to Federal Withholding & FICA.

Effective the first full pay period on or after May 1st, of each respective year through May 1, 2022, there will be an increase in the total package as contained in the Wage Schedule below:

	5/1/13	5/1/14	5/1/15	5/1/16	5/1/17	5/1/18	5/1/19	5/1/20	5/1/21	5/1/22
Wage Rate B-Class A	Freeze	\$0.30	\$0.31	\$0.31	\$0.32	\$0.32	\$0.33	\$0.33	\$0.34	\$0.34
Rate B-Class B	Freeze	\$0.31	\$0.31	\$0.32	\$0.32	\$0.33	\$0.33	\$0.34	\$0.34	\$0.35
Rate B-Class C	Freeze	\$0.31	\$0.32	\$0.32	\$0.33	\$0.33	\$0.34	\$0.34	\$0.35	\$0.35
Rate B-Class D	Freeze	\$0.27	\$0.28	\$0.28	\$0.29	\$0.29	\$0.30	\$0.30	\$0.30	\$0.31
Rate B-Class E	Freeze	\$0.33	\$0.34	\$0.34	\$0.35	\$0.35	\$0.36	\$0.36	\$0.37	\$0.38

Waterfront work (working over water on the Great Lakes or connecting waters navigable to lake carriers): \$.75 per hour additional premium.

All registered Apprentices in Laborers' Local Union 1329 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, Wage Rate B, Class A.
All fringe benefits are paid at 100%.

Section 3. Foremen. The Employer shall have an optional right to hire his Foremen direct or through the Union; however, said Foreman or Foremen must comply with the conditions set forth in Article III, Section 1. On jobs requiring ten (10) Laborers under the work jurisdiction of the Union and not under the jurisdiction of a Craft Foreman, one (1) Laborer Foreman is mandatory and each additional ten (10) Laborers employed, one (1) Laborer Foreman is mandatory. In addition, where fifty (50) Laborers are not under a Craft Foreman, a General Laborer Foreman is mandatory and each fifty (50) Laborers employed thereafter another General Foreman is mandatory, etc.

Laborers shall not be required to abide by orders given by anyone other than the General Superintendent, General Foreman or Foreman to which Laborers are assigned.

Foremen shall be paid a rate of wages to be determined by the Employer, but said rate of wages shall not be less than one dollar and twenty-five (\$1.25) per hour more than the regular rate paid to the highest paid man supervised by said Foreman or Foremen. The General Laborer Foreman shall be paid not less than one dollar and twenty-five (\$1.25) more per hour than the Laborer Foreman under his jurisdiction. (When five (5) or more foremen are employed they will be paid \$2.00 per hour more.)

Section 4. Construction Specialist. In the event a building trades Union or Unions are unable or unwilling to supply workers to a targeted or market recovery job or project for whatever reason, the employer may delegate Laborers to perform the work of other craft(s); however, said wages are to be negotiated between the Employer and Union. And all fringe benefits will concur with the Laborers' Collective Bargaining Agreement including the Training Fund, UPCC Fund and CIAP.

When the Laborer performs the work of another craft or the work in a higher wage class, he shall be paid for two (2) hours work at the higher rate for all time worked less than two (2) hours. If he has worked over two (2) hours at the higher wage rate, he shall be paid for four (4) hours. If he has worked over four (4) hours at the higher wage rate, he shall be paid the higher rate for the entire shift.

Section 5. 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 Upper Peninsula Construction Council dated July 5, 1984.

The Employer 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.

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 Employer and the Union agree that the damages which result from the failure of the Employer to pay the fringe benefit contributions on time, or in correct amounts, are difficult to calculate with any certainty, and therefore, any Employer who fails to make timely payments to the various fringe benefit funds provided for in this Agreement, shall pay, as liquidated damages, in addition to the contribution amounts owed, the following amounts:

- 1) If contributions are paid after the due date, but before a delinquency of thirty (30) days, the Employer shall pay an additional five percent (5%) of the amount of contributions owed.
- 2) If contributions are paid after thirty (30) days of delinquency, but before sixty (60) days of delinquency, the Employer shall pay an additional ten percent (10%) of the amount of contributions owed.
- 3) If contributions are paid after sixty (60) days of delinquency, in addition to the ten percent (10%) referred to in paragraph 2 herein, the Employer shall pay one percent (1%) of the amount of contributions owed for each month or part thereof of his delinquency beyond sixty (60) days.

The Employer 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 Employer agrees that if, as a result of the Employer's failure to pay fringe benefit contributions and liquidated damages as required by this Agreement, the Fund Trustees institute legal proceedings, the Employers 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 nothing contained in this Agreement shall deny the Trustees of any Fund the right to assess liquidated damages and pursue whatever legal remedies are available, including, but not limited to, both contractual and statutory state and federal remedies, 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 provisions of this Agreement inoperative.

A. Health Care Fund. The Employer agrees to pay into the Michigan Laborers' Health Care Fund. The amount of contribution shall be at the rate specified in Article VII 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.

B. Pension Fund. The Employer agrees to pay into the Michigan Laborers' Pension Fund. All pension contributions shall be at the rate specified in Article VII 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 they are probationary, non-union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees.

Adjustment of Contributions. It is understood, unless otherwise specified, that during the lifetime of this Agreement if there is any increase in the Employers' hourly contributions for any fringe benefit, the Employee's hourly rate will be adjusted accordingly.

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.

C. Vacation Fund. (a) The Employer agrees to pay into the Michigan Laborers' Vacation Fund. All vacation contributions shall be deducted as stipulated in Article VII on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month or at regular intervals as may be determined by the Trustees of the Michigan Laborers' Vacation Fund to such depository as may be designated by said Trustees.

(b) All vacation contributions shall constitute a part of and shall be included in the employee's base wage for the purpose of computing all payroll withholdings such as income taxes, social security and other authorized deductions.

D. Apprenticeship Training Fund. (a) The Employer agrees to pay into the Michigan Laborers' Training and Apprenticeship Fund. All training contributions shall be paid at the rate specified in Article VII 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, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees.

(b) It is agreed that the Training Fund adopted by the Trustees of the said Training Fund shall at all times conform with the requirements to treat contributions to the Training Fund as a deduction for income tax purposes.

E. Labor/Management Trust Fund (LECET). Labor/Management Trust Fund contributions shall be paid at the rate specified in Article VII on actual hours worked without regard to whether the employee was working straight time or overtime. These contributions shall be 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.

F. Upper Peninsula Construction Council. (UPCC) UPCC contributions shall be paid at the at the rate specified in Article VII on actual hours worked without regard to whether the employee was working straight time or overtime. These contributions shall be 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 UPCC Fund to such depository as designated by said Trustees.

Section 6. Construction Industry Advancement Fund (CIAP). The Employer agrees to pay into the Construction Industry Advancement Fund for each hour worked by all employees covered by this Agreement an amount specified in Article VII of this Agreement. Payment shall be made with such instructions and on such forms as are furnished by the Trustees. Delinquent contributions shall be subject to such penalties or assessments as the Trustees may prescribe from time to time.

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

The Trustees of said program shall comply with all present and future federal Laws governing the same.

The Unions shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way whatever 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 7. Fringe Benefit Security. Any Employer who does not have an established satisfactory record of payments into the Fringe Benefit Funds and any Employer who becomes delinquent in the monthly record of Health Care, Pension and/or Vacation payments as determined by the Fund Administrator shall be required to post a certified check payable to the Trustees to guarantee payment of said enumerated Fringe Benefit Funds that are due in accordance with the terms of this Agreement; said certified check to be deposited with the Fund Administrator until:

1. Completion of twelve (12) successive months of operation without delinquency; however, the requirement may be reinstated upon any subsequent delinquency.
2. Termination of this Agreement.
3. Completion of such Employer's project, upon the written clearance from the Fund Administrator's office that such Employer has satisfactorily made the necessary contribution payments as required by this Agreement.

When an Employer is required to make a Security Deposit, the amount shall be as follows:

On projects of 30 days duration or less - \$325 per employee.

On projects of over 30 days duration - \$650 per employee.

Maximum deposit \$6,000.

Upon receipt from the Fund Administrator's office of the monthly eligibility reports that such Employer is delinquent in contributions required as set forth in the Agreement, the Fund Administrator shall deduct the delinquency and appropriate penalties from the certified check security to apply on said delinquencies.

If, after payment of said delinquency, there is a balance remaining, said cash balance shall be left on deposit with the Fund Administrator and the Employer shall be required to give an additional certified check or cash to bring the security back to the original amount. Upon request of the Union, individual Employers will furnish proof of his compliance with the provisions of this Article.

In the event the Health Care Fund, Vacation and Holiday Fund or Laborers' Training and Apprenticeship Fund is discontinued during the term of this Agreement, the contribution to the discontinued fund shall be added to the wage rates, or paid into another fringe benefit fund, as notified by the Union.

Section 8. Violation of Payments. If the Employer fails to 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 forty-eight (48) hours excluding Saturday, Sunday, or Holidays to said Employer and AGC/LRD before taking such action.

Section 9. Non Compliance. In order to assure compliance by all Employers in making the contributions required by this Article, the Union and the Association will request from the Administrator of the Trust Funds each month a list of Employers who are delinquent in making the required payments. This list will be made available to signatory Employers and to representatives of the Union as one of the ways to encourage compliance with the obligations of this Article.

**ARTICLE VIII
PAYDAY**

It is hereby agreed that the wages shall be paid weekly in currency, or by check on the job during regular working hours. Each Employer shall specify the day of the week when Laborers shall receive their pay, and wages shall be paid on that day each week. He shall be paid in full when laid off or dismissed. If payroll is paid by mail, the postmark shall be no more than three (3) working days after the lay-off, otherwise a two (2) hour straight time payment must be paid to each employee affected, as a penalty. Employees leaving the job of their own volition shall receive their pay the next regular payday. Any employee having to wait beyond their regular quitting time for his money, shall be paid for two (2) hours of waiting time at time and one-half (1½) under the wage rate of the classification of work that he was assigned. (This provision is not applicable if paychecks are delayed due to factors beyond the Employer's control). The employee's paycheck stub or supplemental slip shall show the total hours worked, his gross pay, deductions for Federal and State income tax, deductions for FICA and the total amount of any other deductions. The employee's time will be kept by a person designated by the Employer (supervisor or time-keeper).

**ARTICLE IX
COMPENSATION INSURANCE**

Employers shall provide protection as required under the provisions of the Workers' Compensation Law of the State of Michigan and Wisconsin. He shall also make contributions for his employees under the Michigan and Wisconsin Employment Security Act regardless of the number of workers employed by such Employer.

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 days or more if needed after such act has been passed as law.

**ARTICLE X
STEWARD**

A general steward shall be appointed by the Business Agent. Said steward must remain on the job until completion unless removed for just cause; in such case, the Business Agent must be notified before removal.

It shall be mandatory that said steward be on the job whenever work is performed including all overtime.

Stewards shall be given reasonable amount of time to conduct Union business on the job; however, said steward shall first notify his foreman before leaving his job.

ARTICLE XI BUSINESS REPRESENTATIVE

Authorized Union Representatives shall at all times be permitted to visit the job site for the purpose of Union business provided, however, that they shall report their presence to the Employer or his immediate representative on the job site.

ARTICLE XII WORKING CONDITIONS

Section 1. Facilities. All tools, rubber boots, hard hats, rain gear and such safety devices shall be furnished by the Employer. A suitable heated place wherein the workmen may change their clothes and eat their lunch and sanitary toilet facilities kept clean by assigning a Laborer as required to take care of these facilities shall be provided by the Employer.

Section 2. Payment for Lost Time. Men injured while at work shall be paid for time lost in receiving medical attention on the day of the injury; this also applies to subsequent visits to the doctor during regular working hours. Transportation to and from the doctor will be furnished by the Employer.

Section 3. Equipment. There shall be no restriction of the use of machinery, tools or appliances provided the same are of standard size and are standard equipment. Use of new labor-saving devices and equipment shall become a matter of economic interest to the Union and the Employer.

Section 4. Fair Day's Work. There shall be no limitation as to the amount of work an employee shall perform during his working day. It is understood that workmen shall perform a fair and honest day's work at all times on the job.

Section 5. Picket Line. No member of the Union shall cross any legitimate picket line, when the legality is within the meaning of the National Labor Relations Act, as amended by Labor Management Act of 1947 as amended.

Section 6. Work Day. At the scheduled starting time, all employees will be at the place where they pick up tools or receive instructions from their foreman, or such other location designated by their Employer. They shall remain at their place of work under the supervision of their Employer until the scheduled quitting time. There shall be no practices that result in starting work late at the beginning of a shift or after lunch or in stopping work early at lunch time or prior to the scheduled quitting time. The parties are in accord that the intent of the Agreement is "a fair day's work for a fair day's pay", and the project should be operated and managed in such a manner to enable the Employers to maintain increased efficiency consistent with fair labor standards.

Section 7. Parking. Employers must at all time provide parking space for employees near the project. If employees are required to pay for parking, they shall be reimbursed by the Employer. Transportation will be provided from the parking area to the project whenever the parking area is more than ¼ mile from the project.

Section 8. Market Recovery Program. 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 interests 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.

Section 9. Drug & Alcohol Testing Program. The Employer may exercise any rights granted by law to initiate and operate a drug and alcohol screening program for all bargaining unit employees. Furthermore, the Employer agrees the Union is not responsible for ascertaining or monitoring the drug-free and/or alcohol-free status of any employee or applicant for employment.

Section 10. 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.

The parties agree that the LIUNA Code of Performance, as passed via resolution by the General Executive Board on April 20, 2010, shall guide and instruct the behavior of all employees working pursuant to this Agreement. A trained, motivated and responsible Laborer will contribute to growing the Union and its members as leaders in the building trades, and will serve contractors by providing the best available workforce.

Notification of Termination Form

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

Name of Employer completing this form:

Address

City State Zip

Telephone Fax

Authorized Signature

Name of Authorized Person

Name of Employee Being Terminated

Date of Termination

Reason for Termination (Check one or more):

Excessive Absenteeism: _____

Excessive Tardiness: _____

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

Insubordination: _____

Theft: _____

ARTICLE XIII SAFETY

The Employer, the Union, and the employees covered by this contract shall comply with all rules and laws pertaining to safety and sanitation established by the Federal, State and Local Governments. Safety devices provided by the Employers, shall not be removed by the workman, and where individual safety devices are furnished by the Employers to be worn by the employees, they shall be worn and the Union will cooperate with the Employers to see that these provisions are enforced.

The Employers shall provide proper first aid facilities for its employees with competent first aid personnel during all working hours, protective devices and other equipment necessary to properly protect employees from injury.

Michigan Laborers' Training Institute will accommodate all reasonable requests in providing training for employees working under this Agreement, who are required to have certification.

ARTICLE XIV JURISDICTIONAL PROCEDURE

The work to be performed under this Contract shall be within the jurisdiction of the Construction and Building Laborers, according to the 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, while an earnest effort is made to settle the dispute, first by joint local action of the Grievance Committee and the Employer or Employers, and second, in the event that the parties are unable to settle the dispute locally, it shall immediately upon request of either party be submitted to the International President of the Union involved or his designated Representatives and a Representative of the Employer or Employers involved for settlement.

ARTICLE XV GRIEVANCE & ARBITRATION 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 VII, Section 8, regarding delinquency), an earnest effort will be made to settle such dispute between the Employer 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 and 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 Employer to pay the wage rates, overtime, Health Care, Pension, Industry Advancement Fund, Laborers' Training & Apprenticeship 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 all parties.

**ARTICLE XVI
INVALIDITY**

In the event that any portion of this Agreement is declared or becomes inoperative under State or Federal Laws, it shall be deleted and the balances of the Agreement shall remain in full force and effect.

**SUPPLEMENTAL RESIDENTIAL AGREEMENT
between
AGC OF MICHIGAN, LABOR RELATIONS DIVISION
and
CONSTRUCTION & GENERAL LABORERS' UNION LOCAL # 1329, AFL-CIO**

This Agreement covers residential construction, one million dollar volume and over, which is herein defined as all work in connection with construction, alteration, or repair of all residential units such as single dwellings, duplexes, row houses, townhouses and walk-up apartments and related buildings. This Agreement does not cover those housing units constructed of reinforced concrete and/or steel framed units normally referred to as "high-rise" and are normally in excess of four (4) stories in height.

Further, the Employer recognizes the traditional trade jurisdiction in the field of housing of the Laborers and agrees to assign such work only to members of the unit as set forth in this Agreement.

HOURS

Regular Day - Regular Week - Forty (40) hours, consisting of five (5) days of eight (8) hours each, Monday through Friday, shall constitute a regular work week.

Overtime and Holidays - Overtime at the rate of time and one-half (1½) will be paid after forty (40) hours worked Monday through Saturday on all work. Work performed on Sundays and the following holidays shall be paid at double time (2).

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

No employee shall be allowed to work on Labor Day, except to save life or property. Hours may be changed by mutual agreement between the Employer and the Union Representatives.

Any employee losing time because of inclement weather may, if requested by the Employer, work (if employee desires) Saturday for straight time, for the purpose of getting forty (40) straight time hours in a week.

RESIDENTIAL WAGES

The following are agreed to Residential Wage Rates for the Construction & General Laborers' Union Local 1329, AFL-CIO Area:

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

*Base Rate	\$18.37
*Vacation	(1.25)
Health Care	5.30
Training	.48
UPCC	.14
LECET	<u>.17</u>
Gross Rate	\$24.46
CIAP	<u>.15</u>
TOTAL	\$24.61

*Taxable Income subject to Federal Withholding & FICA.

Effective the first full pay period on or after May 1st, of each respective year through May 1, 2022, there will be an increase in the total package as contained in the Wage Schedule below:

	5/1/13	5/1/14	5/1/15	5/1/16	5/1/17	5/1/18	5/1/19	5/1/20	5/1/21	5/1/22
Residential	Freeze	\$0.28	\$0.28	\$0.28	\$0.29	\$0.29	\$0.30	\$0.30	\$0.31	\$0.31

**ARTICLE XVII
TERMINATION**

It is hereby agreed that Local #1329 will cover work granted by the Laborers' International Union of North America, which is herein listed and will become part of this Agreement. This Agreement shall become effective on the day and year first above written and shall continue in full force until **April 30, 2023** and thereafter from year to year, unless superseded or terminated at the end of April 30, 2023, upon not less than sixty (60) days' notice.

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

**AGC OF MICHIGAN
LABOR RELATIONS DIVISION**

Scott D. Fisher
Director, AGC/LRD
P.O. Box 27005
Lansing, MI 48909
Phone: 517/371-1550
Fax: 517/371-1131

**LOCAL UNION #1329
OF THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA**

Joseph Gallino
Business Manager
P.O. Box 863
Iron Mountain, Michigan 49801
Phone: 906/774-6070
Fax: 906/774-1199

**MICHIGAN LABORERS'
DISTRICT COUNCIL**

Geno Alessandrini, Business Mgr.

Alex Zurek, Secretary-Treasurer
1118 Centennial Way, Suite 100
Lansing, MI 48917-9280
Phone: 517/321-2349
Fax: 517/321-3266

**ARTICLE XVIII
DAVIS-BACON SURVEY**

It is understood and agreed by the Employer and the Union that whenever the U.S. Department of Labor mandates that a Federal Davis-Bacon Wage Survey be taken for the State of Michigan, whether it be for the entire State or county by county, the Employer and the Union by this language must participate in the Survey. All requests to fully cooperate in the Survey shall be honored by both the Employer and the Union. If the Employer is asked by the Union to fill out a survey form for any or all of their jobs, the Employer must comply within two (2) weeks of their request. The Union agreed to help the Employer to any extent it can help.

ADDENDUM

It is agreed by said parties that the Wisconsin wage rates negotiated between the signatory Employers for the Fox River Valley; signatory Employers of the Sheboygan area; signatory Employers of the Wisconsin River Valley and Wisconsin Laborers' District Council representing Laborers Local No. 330, Menasha, Wisconsin, will be used for all work within the city of Marinette, Wisconsin and all fringe benefits shall be paid, and terms and conditions met, in accordance with the agreement negotiated between the Construction and General Laborers Union, Local #1329 and the AGC of Michigan.

For wages and fringe benefits, please contact Laborers' Local 330-Menasha at 920/722-2104.

Scott D. Fisher, Director- AGC/LRD

Geno Alessandrini, Business Mgr.
Michigan Laborers' District Council

Date

Joseph Gallino, Business Mgr.
Laborers' Local Union 1329

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

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

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

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

FUTURE RECOGNITION CLAUSE

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

Firm Name

Address

City State Zip

Phone Fax

Employer is sole proprietorship. Correct name of owner is:

.....
Owner (Please Print)

Employer is a partnership. Correct name of partners are:

.....
Partner (Please Print)

.....
Partner (Please Print)

Employer is a corporation. Correct names of officers are:

.....
President (Please Print)

.....
Secretary (Please Print)

Michigan Corporation & Security Commission Registration No.

Michigan Employment Security Agency (MESA) Registration No.

Employer's Social Security & Withholding Tax No.

Workers' Compensation No.

Expiration

Insurance Firm

Laborers' Insurance Fund of Outstate Michigan No.

FOR THE EMPLOYER

By
(Title)

Phone Date

FOR THE UNION

By

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