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Title: **Greater Detroit Chapter, Inc., Associated General Contractors of America (AGC) and International Brotherhood of Teamsters (IBT), Locals 614, 247, 339 (2000)**

K#: **8398**

Employer Name: **Greater Detroit Chapter, Inc., Associated General Contractors of America (AGC)**

Location: **Detroit MI**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **614, 247, 339**

SIC: **1540**

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Sector: **P**

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K 8398  
4,000 workers

6/1/2000-6/1/2003

2000-2003

44 pp.

# TEAMSTERS AGREEMENT

Entered into between SIC 1540  
NAICS 233320

The  
Associated General Contractors  
of America  
Greater Detroit Chapter, Inc.

and

Teamsters Local Unions  
Nos. 247, 614 and 339

affiliates of the

International Brotherhood  
of Teamsters



DETROIT, MICHIGAN

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550

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/

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3,500

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## **Article I. TRUCK DRIVERS' AGREEMENT**

A three year agreement beginning June 1, 2000.

1. THIS AGREEMENT between The Associated General Contractors of America, Greater Detroit Chapter, Inc., hereinafter called the "Association," representing its members who are hereinafter referred to as the "Employer" or "Employers" and Teamsters Local Union No. 247, located at 2741 Trumbull Avenue, Detroit, Michigan, Local Union No. 614, 1410 South Telegraph, Bloomfield Hills, Michigan and Local Union No. 339, 2441 W. Water St., Port Huron, Michigan, affiliates of the International Brotherhood of Teamsters, hereinafter referred to as the "Union" shall remain in full force and effect until JUNE 1, 2003, and thereafter from year to year unless changed in accordance with Article XXVIII of this Agreement.

2. FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to the Counties of WAYNE, OAKLAND, MACOMB, WASHTENAW, MONROE, ST. CLAIR, SANILAC, HURON and TUSCOLA, in the STATE OF MICHIGAN, for its duration.

3. It is understood that The Associated General Contractors of America, Greater Detroit Chapter, Inc., is acting only as an agent in the negotiation of this Agreement, and that it is agent only for those Employers—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 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.

4. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for its members performing the work within the classifications contained in this Agreement in the geographical area coming within the jurisdiction of the Union; and the Union recognizes the Association as the sole and exclusive collective bargaining agent for its members for the purpose of collective bargaining in the geographical area coming within the jurisdiction of the Union.

## **Article II. EMPLOYMENT**

1. If requested, the Union agrees to furnish competent workers upon notification to the Secretary or Business Agent of the Union. The Union shall be given equal opportunity with all sources to provide suitable applicants. The Employer retains his right of freedom of selection of employees from among all applicants, regardless of source.

2. The Employer agrees that in the employment of workers to perform the various classifications of labor required in the work under this Agreement, he will not discriminate against applicants because of membership or nonmembership in the Union. Each employee shall, as a condition of employment, become and remain a member of the Union for the term of his employment on and after the seventh (7th) calendar day after his employment by an Employer in the geographical area covered by this Agreement. The seven (7) day period within which an employee agrees to join the Union shall be computed from the first day such employee enters the employment of any member of the Association.

3. In the event the National Labor Relations Act is amended, while this contract is in force, so that an employee may lawfully be required to become a member of a Union as a condition of employment in less than seven (7) days, then such shorter period of time shall immediately become operative under this Agreement, notwithstanding the provisions of Paragraph 2, above.

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

- (a) 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
- (b) If he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.
- (c) Unless the Employer shall be furnished with a notice in writing from the Union, signed by the proper officer, and setting forth that the employee has refused to join the Union in accordance with Paragraph 2 above, although he has been offered membership on the same terms as other members, or that the employee's membership in the Union has been terminated for reason of nonpayment of regular dues or regular initiation fees and that the Union requests that said employee be discharged for one of these above reasons.

### **Article III. EQUAL EMPLOYMENT OPPORTUNITY**

1. The Employer and the Union agree that there will be no discrimination in employment based upon race, color, creed, national origin, sex or age and that nothing elsewhere in this Agreement shall be construed as requiring or permitting such discrimination. The Employer and the Union further agree that each will cooperate with the other in taking such affirmative action by either or both as is proper and necessary to ensure equality of opportunity in all aspects of employment.

#### Article IV. WAGES AND HOURS

1. The following minimum rates of wages apply to Building and Heavy Construction in WAYNE, OAKLAND, MACOMB, WASHTENAW, MONROE, ST. CLAIR, SANILAC, HURON and TUSCOLA COUNTIES in the STATE OF MICHIGAN.

**Effective First Full Payroll Period  
Commencing On or After June 1, 2000  
Through May 31, 2001**

	Day Rate Per Hour	Shift Rate Per Hour
Truck Drivers on all trucks <i>except</i> semi-trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . . . .	\$22.385	\$23.88
Truck Driver on Semi-Trucks or Tractor Trailers <i>except</i> pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . .	\$22.535	\$24.04
Pole Trailer Driver, Lowboy Driver, Straddle Carriers, Double Bottom Driver and Special Load Permit Driver*, Fuel Truck Driver, <b>Bus Driver</b> . . . . .	\$22.635	\$24.14

\*Special Load Permit Driver means a Driver of a vehicle for which a special over-width and/or over-length permit has been issued for a particular trip. This does not apply to a Driver of a vehicle for which an annual special cab permit for overweight has been issued.

**Health and Welfare:** Effective April 1, 2000 through March 31, 2002, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of one hundred thirty-two dollars and seventy cents (\$132.70) per week for each employee covered by this Agreement.

**Pension:** Effective June 1, 2000 through May 31, 2001, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of twenty-five dollars and sixty cents (\$25.60) per day (maximum of \$128.00 per week) for each employee covered by this Agreement.

**Effective First Full Payroll Period  
Commencing On or After June 1, 2001  
Through May 31, 2002**

	<b>Day Rate Per Hour</b>	<b>Shift Rate Per Hour</b>
Truck Drivers on all trucks <i>except</i> semi-trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . . . .	\$23.335	\$24.89
Truck Driver on Semi-Trucks or Tractor Trailers <i>except</i> pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . .	\$23.485	\$25.05
Pole Trailer Driver, Lowboy Driver, Straddle Carriers, Double Bottom Driver and Special Load Permit Driver*, Fuel Truck Driver, Bus Driver . . . . .	\$23.585	\$25.16

\*Special Load Permit Driver means a Driver of a vehicle for which a special over-width and/or over-length permit has been issued for a particular trip. This does not apply to a Driver of a vehicle for which an annual special cab permit for overweight has been issued.

**Apprenticeship Fund:** See Article XIII. The Hourly Rates appearing on this page will change if the Apprenticeship contribution becomes effective June 2001. **Prior to payment of the June 2001 Hourly Rates, please ascertain whether the Apprenticeship contribution is in effect.**

**Health and Welfare:** Effective April 1, 2000 through March 31, 2002, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of one hundred thirty-two dollars and seventy cents (\$132.70) per week for each employee covered by this Collective Bargaining Agreement.

**Pension:** Effective June 1, 2001 through May 31, 2002, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of twenty-eight dollars (\$28.00) per day (maximum of \$140.00 per week) for each employee covered by this Collective Bargaining Agreement.



**Hourly Rate for Employees who Work More Than Five Days During a Calendar Week:** Effective June 1, 2001 (first full payroll period), whenever the employee works six or seven days during the same calendar week, his or her Hourly Rate for work on his or her sixth and seventh workdays shall increase by thirty cents (\$.30) per hour.

**Effective First Full Payroll Period  
Commencing On or After June 1, 2002  
Through May 31, 2003**

	<b>Day Rate Per Hour</b>	<b>Shift Rate Per Hour</b>
Truck Drivers on all trucks <i>except</i> semi-trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . . . .	\$24.11	\$25.72
Truck Driver on Semi-Trucks or Tractor Trailers <i>except</i> pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . .	\$24.26	\$25.88
Pole Trailer Driver, Lowboy Driver, Straddle Carriers, Double Bottom Driver and Special Load Permit Driver*, Fuel Truck Driver, Bus Driver . . . . .	\$24.36	\$25.98

\*Special Load Permit Driver means a Driver of a vehicle for which a special over-width and/or over-length permit has been issued for a particular trip. This does not apply to a Driver of a vehicle for which an annual special cab permit for overweight has been issued.

**Apprenticeship Fund:** See Article XIII. The Hourly Rates appearing on this page will change if the Apprenticeship contribution is in effect. Prior to payment of the June 2002 Hourly Rates, please ascertain whether the Apprenticeship contribution is in effect.

**Health and Welfare:** Effective April 1, 2002 through March 31, 2003, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of one hundred thirty-nine dollars and seventy cents (\$139.70) per week for each employee covered by this Collective Bargaining Agreement.

**Pension:** Effective June 1, 2002 through May 31, 2003, the employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of thirty dollars and eighty cents (\$30.80) per day (maximum of \$154.00 per week) for each employee covered by this Collective Bargaining Agreement.

**Hourly Rate for Employees who Work More Than Five Days During a Calendar Week:** Effective June 1, 2002 (first full payroll period), whenever the employee works six or seven days during the same calendar week, his or her Hourly Rate for work on his or her sixth and seventh workdays shall increase by sixty-five cents (\$.65) per hour.

2. The Employer will reimburse a regular employee who has acquired at least six (6) months of seniority the actual cost of renewing his Commercial Drivers License an amount not to exceed one hundred dollars (\$100), provided the employee is on the Employer's payroll at the time the renewal application is submitted to the Secretary of State. Reimbursement will be made upon presentation of a receipt.

3. **Running Time.** Running time is that time consumed in transporting Employer-owned equipment from the garage or yard to the jobsite at the beginning of the day's operation and from the jobsite to the garage or yard at the end of the day's operation. Employees shall receive pay for the actual running time consumed. Running time shall be considered as time worked for purposes of computing pay.

4. When an Employer-owned truck is left at a jobsite, the employee shall be allowed the equivalent of three-quarters (¾) hours' pay in addition to all other compensation provided for in this Agreement in lieu of running time provided for in Paragraph 3 of this Article and shall use his best efforts to have the truck running and ready to operate at the required starting time.

#### **Article V. REPORTING TIME**

1. In the event an employee is ordered to report for work on any work day but is not put to work that day, weather permitting, he shall be paid two (2) hours for show-up time. During such two (2) hours' time the worker may be required to perform such work as is necessary for the maintenance of his truck which is not within the jurisdiction of the members of the same or other Unions.

2. If the employee actually commences work at the site of the job, he shall be paid at least four (4) hours' pay, weather permitting. After actually commencing work at the site of the job, and being recalled, the worker may be required, during the balance of the four (4) hours, to perform such work as is necessary for the maintenance of his truck which is not within the jurisdiction of the members of the same or other Unions.

3. Any employee who reports in the morning or at the beginning of a shift and begins his fifth (5th) hour of work, Monday through Friday, or his sixth (6th) hour Saturdays, Sundays and holidays, weather permitting, shall receive one (1) day's wages or eight (8) hours' pay. After commencing the fifth (5th) hour of work and being recalled, the worker may be required, during the balance of the afternoon or shift, to perform such work as is necessary for the maintenance of his truck which is not within the jurisdiction of the members of the same or other Unions.

## **Article VI. CHECK-OFF AUTHORIZATION**

1. The Employer agrees to honor, upon presentation by the Union, authorizations and assignments signed by the employee which are in the form prescribed by applicable laws, and which authorize such legal deductions from wages for Union administrative purposes.

### **2. Michigan Building Trades Check-Off.**

(a) During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization and assignment form in conformity with Section 302(c) of the Labor Management Relations Act, as amended, and submitted to the Employer, the Employer agrees to deduct, once each month from the wages of each employee covered by this Agreement who signs said check-off authorization and assignment, the sum of three cents (\$.03) per hour for each hour worked by said employee during the month. It is agreed that if an increase in the amount herein described is constitutionally approved in convention of the Michigan State Building and Construction Trades Council, the organization who shall be the recipient of these sums as per capita tax of the Local, and the Employer is notified, it shall deduct such increased sum from the wages of each employee covered hereby, having signed an authorization and assignment form.

(b) The amount deducted shall be remitted to the Michigan State Building and Construction Trades Council by the 15th day of the following month together with a statement setting forth the names and hours worked of each employee from whose wages the deduction is made and a copy of said statement shall be furnished by the Employer directly to the Local union.

3. **Credit Union.** The Employer also agrees to deduct from each employee, who so authorizes it in writing, a specified sum in even dollar amounts each and every payroll and to pay this sum to the Teamsters Credit Union of Wayne and Oakland Counties, not less frequently than monthly. The employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union, a statement in writing that he does not wish the Employer to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the Credit Union.

## **Article VII. HOURS OF WORK**

1. The normal work day shall consist of eight (8) hours work at straight time wages Monday through Friday.

2. All employees covered by this Agreement shall be paid weekly on regular pay days.

3. **Overtime.** Two (2) hours of overtime, Monday through Friday, may be worked each day for which one and one-half the straight-time rate shall be paid. Eight (8) hours of work may be performed on Saturdays, 8:00 a.m. to 4:30 p.m., for which one and one-half the straight-time rate shall be paid. Work in excess of two (2) hours of overtime Monday through Friday and in excess of eight (8) hours on Saturdays shall be paid at double the straight-time rate.

4. If an employee is required to work into the second day or longer without having eight consecutive hours off work he will continue to receive overtime pay until he is off work for eight consecutive hours.

5. All hours worked between 8:00 a.m. Saturday and 8:00 a.m. Monday will be paid at double the straight time rate, except eight (8) hours of work may be performed on Saturdays, 8:00 a.m. to 4:30 p.m., for which one and one-half the straight-time rate shall be paid.

6. All hours worked between 8:00 a.m. on a Holiday listed in Article X and 8:00 a.m. the following day will be paid at double the straight time rate.

7. When an employee begins a regular shift on a Sunday or Holiday and is held over past 8:00 a.m. the next day, all hours worked will be paid at double the straight time rate.

### **8. Flexible Starting Time.**

(a) The Employer, without the payment of premium time, has the right to modify the starting time of the employees starting their work day at a jobsite from the regular starting time of 8:00 a.m. to any time between 6:00 a.m. and 8:00 a.m.

(b) The Employer, without the payment of premium time, has the right to modify the starting time of any employee starting his work day at the Employer's yard from the regular starting time of 8:00 a.m. to any time between 6:00 a.m. and 8:00 a.m.

## **Article VIII. SHIFT WORK**

1. The shift wage rate shall apply for shift work for one day or any number of days. On any work starting on or after 1:00 p.m., the shift rate shall be paid. Premium pay on shifts shall be computed on the shift rate of wages.

2. The normal designated shift starting times are as follows:

- (a) On one shift operations, the normal starting time shall be 8:00 a.m.
- (b) On two shift operations, the normal shift starting time shall be 8:00 a.m. for the day shift and 4:30 p.m. for the afternoon shift.
- (c) On three shift operations, the normal shift starting times shall be 8:00 a.m. for the day shift, 4:00 p.m. for the afternoon shift and 12:00 midnight for the night shift.

#### **Article IX. OPTIONAL FOUR-TEN WORKWEEK**

The Union agrees that the Employer may work a 4-10 workweek on a particular job as provided below only under the following circumstances:

1. At the beginning of a job or at any time during its duration, and for a minimum of one (1) week, the Employer shall have the option of scheduling work on either Monday through Thursday or on Tuesday through Friday for ten hours each day at straight time. Work in excess of ten (10) hours but less than twelve (12) hours per day (Monday through Thursday or Tuesday through Friday) shall be paid at time and one-half. Work in excess of twelve (12) hours per day (Monday through Thursday or Tuesday through Friday) shall be paid at double time. The 4-10 workweek may be used by an Employer on a job basis or a crew basis only. The Employer must pay the daily pension contribution for five (5) days during the week even though only four (4) days are worked during the week. The 4-10 workweek may be used only under the following circumstances:

(a) When the Employer elects to use the 4-10 workweek under this Paragraph, he will notify the Local Union involved and inform the Local Union of the work schedule as soon as possible prior to its implementation.

(b) In the event one (1) or more hours of work are unable to be performed because of bad weather when 4-10s are worked Monday through Thursday, the Employer may schedule work on Friday of that week for a minimum of eight (8) hours. Work in excess of forty (40) hours for the week (Monday through Friday) but not more than forty-eight (48) hours shall be paid at time and one-half. Work in excess of forty-eight (48) hours for the week (Monday through Friday) shall be paid at double time. Eight hours of work may be performed on Saturdays at time and one-half. Work on Saturdays in excess of eight (8) hours shall be paid at double time.

(c) On any job scheduled to work a makeup day, the Employer shall not bring employees to the job to avoid the payment of premium time.

(d) When work is performed under the 4-10 workweek schedule, payday shall be one of the workdays. Once payday has been established on a project under this Section, that day shall remain the payday whenever 4-10s are worked.

#### **Article X. HOLIDAY PAY**

1. An employee who has acquired seniority shall be eligible to be paid eight (8) hours' pay at the straight time rate for the following Holidays: New Year's Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day and Christmas Day.

2. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time. No employee shall be requested to work on Labor Day except for protection of Life or Property.

3. If a Holiday should fall on Saturday or during an employee's scheduled vacation, the employee complying with the other requirements of the Agreement, shall be paid for such Holiday.

4. **Four-Ten Workweek.** If a holiday is celebrated on Friday or Monday, four 10-hour straight-time weekdays may be worked during the calendar week in which a holiday is celebrated to enable Teamsters to have a 3-day weekend. In addition, the Employer may choose to work four 10-hour, straight-time weekdays during the week preceding or following this holiday week, to enable Teamsters to have a 4-day weekend. Jobs which have worked overtime on a regular basis within two weeks of the holiday may not change the workweek in accordance with this Paragraph. Notice must be given to the Union at least 3 work days before the first 4-10 day is worked. A Teamster who is entitled to a paid holiday pursuant to Article X, Paragraph 1 shall receive payment for the holiday even if he works 40 hours during the holiday week pursuant to this Paragraph. A Teamster who has acquired seniority and who has worked 40 hours during the 4-10 week shall receive five (5) days of pension contributions, in addition to any holiday pay.

5. To be entitled to pay for such holidays, the employee must have worked his last scheduled work day prior to, and his next scheduled working day after such holiday. Provided, however, that if an authorized representative of the employer agrees with the individual employee that he need not work his last scheduled day before, or after a holiday, or either one of such days, then the employee shall be qualified to receive pay for such holiday because of said agreement. The authorized representative of the employer shall be the person designated by the employer as such. Any permission given by the authorized representative of the Employer to an employee to not work the day before or the day after a holiday, as stated above, shall be in writing.

6. If any holiday falls within the 30-day period following an employee's lay-off due to lack of work, and such employee is also recalled to work during the same 30-day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday falling within said 30-day period, which shall be included in his first week's pay check. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the contract. An employee who is laid off because of lack of work and is not recalled to work within the aforementioned 30-day period is not entitled to the extra pay upon his return.

7. Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or nonoccupational injury, or within the first six (6) months of absence due to occupational injury.

#### **Article XI. VACATION PAY**

1. Drivers who have been in the employ of their company for three (3) years or less shall be entitled to Vacation Pay of \$.60 per hour worked.

2. Drivers who have been in the employ of their company at the beginning of the fourth (4th) year through the tenth (10th) year shall be entitled to Vacation Pay of \$1.00 per hour worked.

3. Drivers who have been in the employ of their company at the beginning of the eleventh (11th) year through the fifteenth (15th) year shall be entitled to Vacation Pay of \$1.45 per hour worked.

4. Drivers who have been in the employ of their company at the beginning of the sixteenth (16th) year and longer shall be entitled to Vacation Pay of \$1.85 per hour worked.

5. Such accrued vacation pay shall be accumulated yearly for the employee until May 1 each year, unless he shall prior to that time leave the employ of the company, in which event he shall at the time of termination, be paid the vacation hours accumulated by him. Vacation Pay is not paid for Running Time hours.

6. Employees may take a vacation without pay based on the length of service with the Employer. The time such vacations are taken will be in the discretion of the Employer. If the Employer requests, the Union agrees to furnish said Employer with a substitute driver during the period in which the regular driver is on vacation. Drivers who have been in the employ of their company for three (3) years or less may take up to one (1) week of vacation time. Drivers who have been in the employ of their company at the beginning of the fourth (4th) year through the tenth (10th) year shall may take up to two (2) weeks of vacation time. Drivers who have been in the employ of their company at the beginning of the eleventh (11th) year through the fifteenth (15th) year may take up

to three (3) weeks of vacation time. Drivers who have been in the employ of their company at the beginning of the sixteenth (16th) year and longer shall may take up to four (4) weeks of vacation time.

7. Employees with the most seniority with the company shall be given first preference in choosing the time of year for taking their vacation.

## **Article XII. HEALTH AND WELFARE, PENSION**

### **1. Health and Welfare.**

(a) Effective April 1, 2000 through March 31, 2002, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of one hundred thirty-two dollars and seventy cents (\$132.70) per week for each employee covered by this *Collective Bargaining Agreement*.

(b) Effective April 1, 2002 through March 31, 2003, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of one hundred thirty-nine dollars and seventy cents (\$139.70) per week for each employee covered by this *Collective Bargaining Agreement*.

(c) All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the National Bank of Detroit, which Bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

(d) The weekly Health and Welfare contribution shall be paid only for those employees who actually work eight (8) or more hours during the week; provided, however, when an employee begins work and works less than eight (8) hours for reasons other than weather conditions, he shall receive eight (8) hours' credit for the purpose of the Health and Welfare Contribution only.

### **2. Pension.**

(a) Effective June 1, 2000 through May 31, 2001, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of twenty-five dollars and sixty cents (\$25.60) per day (maximum of \$128.00 per week) for each employee covered by this *Collective Bargaining Agreement*.

(b) Effective June 1, 2001 through May 31, 2002, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of twenty-eight dollars (\$28.00) per day (maximum of \$140.00 per week) for each employee covered by this *Collective Bargaining Agreement*.

(c) Effective June 1, 2002 through May 31, 2003, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of thirty dollars and eighty



cents (\$30.80) per day (maximum of \$154.00 per week) for each employee covered by this Collective Bargaining Agreement.

(d) Effective June 1, 2003 through May 31, 2004, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of thirty dollars and eighty cents (\$32.40) per day (maximum of \$162.00 per week) for each employee covered by this Collective Bargaining Agreement.

(e) Effective June 1, 2004 through May 31, 2005, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of thirty dollars and eighty cents (\$34.00) per day (maximum of \$170.00 per week) for each employee covered by this Collective Bargaining Agreement.

(f) All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, Illinois 60690, Account No. 7000.

(g) The parties recognize that the pension benefit that will be provided to employees by Central States Southeast and Southwest Areas Pension Fund effective June 1, 2000 requires a minimum five (5) year commitment at rates that cannot be less than the rates specified herein. The employer agrees that its commitment to pay the above rates through May 31, 2005 is irrevocable and unconditional and will survive the termination or modification of this Agreement at any time prior to May 31, 2005. If rates should increase above the amount specified through May 31, 2005, the funds needed to meet the rate increases will be obtained by reallocating money from the Hourly Wage.

3. Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each employee, even though such employee may work only part time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer, but not under provisions of this contract, and although contributions may be made for these weeks into some other Health and Welfare and/or Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Paragraph.

4. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than thirty-six (36) weeks.

5. No leave of absence shall be granted by an Employer, unless an employee shall submit in writing a request for such leave and an authorization to deduct from his last wages sufficient monies to pay the required contributions into the Health and Welfare and Pension Fund during the period of absence.

6. In those instances where the Employer is involved in an "owner-operator" arrangement, there shall be no deduction from equipment rental of owner-operator by virtue of the contributions made to the Health and Welfare Fund and the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

7. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds, and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that the Employer shall be responsible to the employees for losses of Health and Welfare and Pension benefits resulting from the Employer's delinquency.

8. It is agreed that the Welfare Fund and Pension Fund will be separately administered, each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal, and that Employers executing this Agreement may, if they so desire, appoint a representative to be made a member of such existing joint trusteeship presently administering the Fund.

9. By execution of this Agreement, the Employer authorizes the Employers' Associations, who are signatories to similar collective bargaining agreements signed with Teamsters' Unions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such trust agreements, hereby waiving all notice hereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

#### **Article XIII. APPRENTICESHIP FUND**

The parties are in the process of developing an Apprentice Training Program. If the Teamster Training and Apprenticeship Trust Fund is established during the term of this Agreement, the Employer agrees to make monthly contributions in the amount of twenty cents (\$.20) per hour worked into the designated depository of the Teamster Training and Appren-

iceship Fund, for each employee covered by this Agreement. The Union agrees to reallocate \$.10 per hour from the Hourly Wage of the employee to match the Employer's contribution, so that the total contribution shall be \$.20 per hour worked. The employee and the employer portions of the apprenticeship contribution shall have the same effective date. The June 2001 and June 2002 Hourly Rates appearing in this Agreement have been calculated on the basis that the Apprenticeship contribution is not in effect. These Hourly Rates will change when the Apprenticeship contribution becomes effective. Prior to payment of the June 2001 and June 2002 Hourly Rates, the Employer is to ascertain whether the Apprenticeship contribution is in effect.

#### **Article XIV. FUNERAL LEAVE**

1. When a death occurs in the employee's immediate family, as defined below, he shall be entitled to receive up to three (3) days off work without loss of pay to attend the funeral. He shall be entitled to take off work without loss of pay the day before the funeral, the day of the funeral and the day following the funeral. If any of the three listed days falls on a Saturday or Sunday or holiday, no payment will be made for those days.

2. The employee's immediate family shall be the employee's spouse and the following relations of the employee or his spouse:

- (a) Children, including step-children, adopted children and foster children.
- (b) Brothers and sisters, including half-brothers and half-sisters, adopted brothers and sisters and foster brothers and sisters.
- (c) Father and mother or any person standing in loco parentis to the employee or his spouse.

#### **Article XV. EXTRA-CONTRACT AGREEMENTS**

1. The Employer agrees not to enter into any agreement or contract with his employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

2. Any wages, hours and working conditions, agreed to by the Union with any employer(s) with respect to work which is the same as covered under this Agreement, which are more favorable to such employer(s) than the wages, hours and working conditions provided in this Agreement, shall be automatically extended to Association members.

3. This Agreement shall be binding upon the parties hereto, their successors, administrators and executors.

## **Article XVI. SENIORITY**

1. *An employee shall acquire seniority for all purposes established in this Agreement on the thirty-first (31st) day of employment, provided he has worked eighty (80) hours during his first thirty (30) days of employment. If the employee has not worked eighty (80) hours during such thirty (30) day period, he shall acquire seniority on the date he completes eighty (80) hours of work for the employer within any 365 calendar day period.*

2. *When an employee acquires seniority, his name shall be placed on the seniority list. The seniority date for an employee who has worked eighty (80) hours during his first ninety (90) days of employment shall be the date he commenced work. The seniority date for employees who acquire seniority by working eighty (80) hours beyond his first ninety (90) days, shall be the date on which the eightieth (80th) hour is worked.*

3. *Applicable to employees who are hired or after June 1, 1992: Seniority is classified either as Yard Seniority or Jobsite Seniority. Yard Seniority is acquired by working out of the Employer's yard and is limited to the Employer's yard. Jobsite Seniority is acquired by working at a particular jobsite, is limited to the particular jobsite at which the Teamster is employed. Jobsite Seniority applies to no other jobsite, does not build up from one jobsite to another jobsite, is not transferrable from one jobsite to another jobsite, and does not apply to the Employer's yard. When a Teamster who has acquired Yard Seniority is transferred to work at a jobsite, hours worked at a jobsite shall be considered the same as if worked at the yard.*

*Grandfather Clause: Employees who have been hired before June 1, 1992 and acquire seniority with a particular company shall continue to have company-wide seniority with that company until that seniority is terminated as provided in Paragraph 5 of Article XVI.*

4. *A list of employees, arranged in the order of their seniority, and identified as to whether the seniority is Yard Seniority, Jobsite Seniority or company-wide seniority, shall be posted in a conspicuous place at their place of employment, and a copy shall be immediately furnished to the Local Union and the steward. Starting dates shown on said list shall be final and binding on all parties unless objected to within thirty (30) days of such posting. Such listing shall be kept current at all times.*

5. *The seniority of an employee shall terminate if:*

- (a) The employee quits or is discharged for just cause; or*
- (b) The employee is laid off for one year or more; or*
- (c) When notified to report for work after a layoff, the*

employee fails to inform the contractor of his intent to return to work within three (3) days, or having notified the contractor of his intent to return to work, fails to report for work within seven (7) days of original notification by telegram or registered mail. Employees when being requested to return to work shall be notified by telegram or registered mail at their last known address as appearing on the contractor's records; or

(d) The employee fails to report for work upon termination of a leave of absence, vacation or disciplinary layoff without justifiable reason and/or without notifying the contractor and the union steward by telegram or registered mail.

6. See Memorandum of Agreement dated June 1, 1978, referring to Teamster Local 339 in Port Huron, Michigan.

7. *Substitute drivers do not begin to accrue seniority until after employed sixty (60) calendar days.*

8. Substitute drivers begin to accrue Vacation Pay from their first day of employment.

9. Any dispute concerning seniority shall be submitted to the Joint Adjustment Committee.

#### **Article XVII. DISCHARGE**

1. The Employer shall not discharge an employee who has acquired seniority without just cause and shall give at least one (1) written warning notice of the complaint against such employee, a copy of which shall be sent to the Union, except that no warning notice need be given to any employee before he is discharged if the cause of such discharge is dishonesty, the use of intoxicants during working hours, or violation of posted safety rules. Any claim of wrongful discharge must be submitted to the Joint Adjustment Committee within ten (10) days from the date of discharge. Warning notices shall be void eight (8) months after date of issuance.

#### **Article XVIII. LAYOFF AND RECALL**

1. Seniority rights for employees shall prevail. In reducing the working force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off; provided, that the particular work done by the employee and the length of service of said employee shall be considered to be determining factors. In returning to work, the last employee laid off and who has acquired seniority shall, if available, be the first employee rehired, subject to the determining factors applicable to layoff. A temporary work stoppage for reasons other than weather and not exceeding one work day will not be considered a lay off.

## **Article XIX. STEWARD**

1. The Employer recognizes the right of the Union to designate a company steward to perform the usual steward duties with the least interference possible to the Employer's work. Company stewards have no authority to take strike action or any other action interrupting the Employer's work in violation of this Agreement, or any action except as authorized by official action of the Union. The Employer recognizes this limitation upon the authority of company stewards. The Employer, in so recognizing such limitation, shall have the authority to render proper discipline, including discharge without recourse, to such company steward in the event the company steward has taken unauthorized strike action, slow down, or other work interference in violation of this Agreement. Company stewards shall be employees of the Employer and perform the duties of the classification for which they are employed.

2. Taking into consideration the practical difficulty of the Union representation by the company steward due to the widespread operational area of the Employer, the Employer recognizes the right of the Union to designate alternate stewards to represent the Union on projects. Such alternate stewards shall be subject to the conditions and limitations applying to company stewards as set forth in Section 1, above. It is further agreed and understood that such alternate stewards shall not acquire preferential job rights of any nature because of their designation.

3. The Employer agrees to permit Union stewards to post and maintain Union notices within the business establishment or premises, when expressly authorized to do so by the Union.

4. The employee designated to act as company steward shall have his name placed at the top of the seniority list, subject to qualifications as set forth in Article XVI of this Agreement.

## **Article XX. JOINT ADJUSTMENT COMMITTEE**

1. Disputes or controversies arising out of this Agreement shall first be taken up between the Employer and Union representative. Failing settlement of these parties, the dispute, except jurisdictional disputes, and disputes covered in Paragraph 3 of this Article, shall be referred to the Joint Adjustment Committee. It is mutually agreed that disputes or controversies between the parties arising out of this Agreement, including differences as to interpretation of the terms of this Agreement, shall be settled in accordance with the procedures provided herein, and that there shall be no strikes, slow-downs, tie-ups, lock-outs, or any other form of work stoppage or delay on the part of the employees or the Union, nor shall the Employer use any methods of lock-out.

2. The Association and the Union shall create a Joint Adjustment Committee to be used in the adjustment and settlement of disputes

or controversies arising out of this Agreement, excepting jurisdictional disputes, and disputes covered in Paragraph 3 of this Article. The Committee shall be composed of two (2) representatives of the Union and two (2) representatives of The Associated General Contractors of America, Greater Detroit Chapter, Inc. All matters shall be referred to the Committee in written form by both parties within thirty (30) days of the date of the dispute or controversy, and the Committee shall meet, consider and make its decision which shall be final, within five (5) working days from date such matter is referred to the Committee. If the Committee cannot settle or adjust a dispute or controversy, it is agreed that the Committee shall select an umpire. The majority decision of the Committee and the umpire shall constitute the decision of the Committee. In the event the Committee is unable to mutually agree upon an umpire within five (5) days from date of reaching impasse on a dispute, then the umpire shall be selected from lists submitted by the State Mediation Board in Detroit, following the procedure of the American Arbitration Association.

3. It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over claim of improper payment of wages, overtime, welfare fund, vacation, holiday pay and/or pension contributions provided for in this Agreement, after the Union has given seventy-two (72) hours notice of their intent to take economic action. Wage and overtime claims will be considered only for the thirty (30) day period prior to the filing of a grievance by the employee on which the seventy-two (72) hour notice is based.

#### **Article XXI. JURISDICTIONAL DISPUTES**

1. In the event Teamsters claims work for its members which the Employer has assigned to employees who are not represented by Teamsters, the Teamsters shall notify by registered or certified mail the Union representing the employees performing the disputed work of its claim. A copy of this letter will be sent by registered or certified mail to the Employer which made the work assignment. The notice from the Teamsters shall refer to Article XXI of this Agreement and state that the Employer is obligated by contract to change the assignment to Teamster-represented employees if that Union disclaims within five (5) work days the work assignment to its members.

2. If within five (5) work days after receipt of written notice from Teamsters, the Union whose members are performing the work notifies in writing the Teamsters that it does not claim the work for its members, the Employer, upon being given a copy of the letter in which the Nonteamster Union disclaims the work, shall change the work assignment to employees represented by Teamsters. The Employer shall not be liable for its assignment to Non-Teamsters prior to being given a copy of the letter from the disclaiming Union.

3. If within five (5) work days after receipt of written notice from the Teamsters, the Union whose members are performing the work fails to notify in writing the Teamsters that it does not claim the work for its members, the dispute shall be processed in accordance with Paragraph 4 of Article XXI of this Agreement. Until the procedure in of Article XXI, Paragraph 4 results in a decision in favor of Teamsters, the assignment to Nonteamsters shall remain unchanged and the Employer shall not be found in violation of this Agreement. When the procedure in Article XXI, Paragraph 4 results in a decision in favor of Teamsters, the Employer immediately shall change the work assignment to Teamster-represented employees and shall not be liable for its assignment to Nonteamsters prior to the decision; with the exception that the Employer will be liable for lost wages for its assignment to a Nonteamster if the Employer has laid off a Teamster and assigned the work being performed by this Teamster to a Nonteamster.

4. In the event of a jurisdictional dispute involving the Union, the parties shall request the other union or unions involved to send Representatives to the job site to meet with Representatives of the Union and Employer to settle the dispute. If a settlement is not reached at that meeting the Union shall request that its International Union assign a Representative who shall make arrangements to meet Representatives of the other International Union or Unions involved and Representatives of the Employer on the jobsite to seek settlement of the dispute. The Employer shall also request the International Unions involved to assign Representatives to seek settlement of the dispute. Or, if requested by either party signatory to this contract, the parties agree to meet in the offices of the Greater Detroit Building & Construction Trades Council for purposes of discussing and resolving any such dispute.

## **Article XXII. GENERAL PROVISIONS**

1. **Union Representation.** The duly authorized Union representative carrying proper credentials shall be allowed to visit jobs during working hours to interview the Employer, steward or men working, but shall in no way hinder the progress of the work.

### **2. Protection of Rights.**

(a) The Employer shall not request or instruct any employee covered by this Agreement to go through a legal picket line of a striking Union. However, the Union agrees that in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

(b) The insistence by any Employer that his employees covered by this Agreement go through a picket line after they have elected not to, and if such refusal has been approved in writing by the



responsible officials of the Union, shall be sufficient cause for an immediate strike of all such Employer operations without any obligation on the Union to follow the dispute procedure provided herein.

3. **Unauthorized Passengers.** No driver shall be permitted to allow anyone other than passengers authorized by the Employer or his representative to ride on his truck.

4. **Defective Equipment.** No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all applicable safety equipment as prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless refusal is unjustified.

### **Article XXIII. LIABILITY OF PARTIES**

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

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

### **Article XXIV. INVALIDITY**

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

### **Article XXV. INDUSTRY ADVANCEMENT PROGRAM**

1. An Employer performing commercial, industrial and institutional building work or heavy construction, agrees to pay into the INDUSTRY ADVANCEMENT PROGRAM of the Associated General Contractors of America, Greater Detroit Chapter, Inc., the sum of ten cents (\$.10) per hour for all hours worked by employees covered by this Agreement, in accordance with the Supplement to this Agreement. These contributions will be reported on the

forms provided and sent to such depository as shall be named by the Association.

#### **ARTICLE XXVI. SUBSTANCE ABUSE**

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

2. The Employer may require an employee who contributed to or was involved in an accident to be tested for drugs and/or alcohol. In addition to post accident testing, employees may be tested for drugs and/or alcohol in those instances when testing is required by the owner employing the contractor, or by pertinent government regulation; provided, however, that any such testing shall be conducted under generally accepted scientific procedures to ensure the validity and accuracy of such tests. Random testing is not permitted.

3. Employees shall be tested for drugs and/or alcohol during working hours, except as otherwise permitted by the Business Manager. Employees whose final test is negative shall be paid straight time at the Teamster scale of wages for the time required to take the test(s). Employees whose final test is positive shall receive no pay for the time required to take the test(s).

4. The procedure for conducting drug and/or alcohol testing shall be submitted to the Union prior to implementation for its determination that testing will be conducted under generally accepted scientific procedures. The procedure must contain safeguards to assure that employees are treated fairly, including the opportunity to review documentation relating to an employee's testing and to appeal a positive test result. The parties shall meet to resolve objections the Union may have in this regard to the procedure. If the parties are unable to resolve the Union's objections, the disagreement shall be submitted to the Labor Relations Committee for its decision which shall be final. If the Committee is unable to resolve the Union's objections, the matter will be submitted to an arbitrator.

#### **Article XXVII. PLAN FOR SETTLEMENT OF JURISDICTIONAL DISPUTES**

1. The Associated General Contractors of America, Greater Detroit Chapter, Inc., is not, on the effective date of this Agreement, a party to any agreement to establish, maintain or participate in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or any successor thereof. If, however, while this Agreement is in force, The Associated General Contractors of America, Greater Detroit Chapter, Inc., becomes signatory to any agreement to participate in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or any successor thereof to which the International Brotherhood of Teamsters is also

a party, then that agreement and any rules or regulations adopted thereunder shall become a part of this Agreement by reference.

#### **Article XXVIII. CHANGE AND TERMINATION**

1. This Agreement shall remain in full force and effect until the first day of June 2003, and thereafter shall be renewed from year to year unless either party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or to terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

**THE ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, GREATER DETROIT CHAPTER, INC.**

Forrest A. Henry, Director of Labor Relations

**TEAMSTERS LOCAL 247**

Tommy Aloisio, Vice President

**TEAMSTERS LOCAL 614**

Michael Bane, President

**TEAMSTERS LOCAL 339**

Ronald J. Hrcha, Business Representative

Date: June 1, 2000

**CONTRACT TO BE EXECUTED BETWEEN AN EMPLOYER WHO IS NOT A MEMBER OF THE SIGNATORY GROUP COVERED BY THIS AGREEMENT.**

**Firm Name** .....

**Address** .....

.....  
**City**

**State**

**Zip Code**

**Employer is sole proprietorship. Correct name of owner is:**

.....  
**Owner** (Please print)

**Employer is a partnership. Correct names of partners are:**

.....  
**Partner** (Please print)

.....  
**Partner** (Please print)

**Employer is a corporation. Correct names of officers are:**

.....  
**President** (Please print)

.....  
**Secretary** (Please print)

**Michigan Corporation and Security  
Commission Registration No.** .....

**Michigan Employment Security  
Agency Registration No.** .....

**Employer's Social Security  
and Withholding Tax No.** .....

Workers' Compensation No. ....

Expiration .....

Insurance Firm .....

Michigan Conference of Teamsters  
Welfare Fund No. ....

Central States Southeast and Southwest  
Area Pension Fund No. ....

We, the undersigned, have read and hereby agree to be bound by all the terms and conditions set forth in the foregoing labor Agreement.

**FOR THE EMPLOYER**

By .....  
(Title)

Phone ..... Date .....

**FOR THE UNION**

.....

**2000-2003  
Supplemental Industry  
Advancement Program  
Agreement**

between

**The Associated General  
Contractors of America,  
Greater Detroit Chapter, Inc.**

and

**Teamsters Local Unions  
Nos. 247, 614 and 339**

## SUPPLEMENTAL AGREEMENT INDUSTRY ADVANCEMENT PROGRAM

A. The Association shall establish an Industry Advancement Program whose activities shall be financed by the payments provided for in Article XXV of the Agreement. No Employer or Union has or shall have any right, title, interest or claim, legal or equitable, in or to any payments made or to be made for allocation of said Industry Advancement Program at any time be paid to any Employer or to said Industry Advancement Program or any part of any payments allocated to the Industry Advancement Program at any time be paid to any Employer or to any other employer who is a party to an agreement with the Union requiring the same payments as provided for in Article XXV, or to any employee, or to the Union except to finance such activities or benefits as are or shall be carried on in accordance with the provisions of this Supplemental Agreement, or except as part, and in the form of, the activities and the benefits thereunder which the Association, as administrator of said Industry Advancement Program, may undertake in accordance with the provisions of this Supplemental Agreement; and provided further nothing herein before contained shall be deemed in any way to limit or affect the right of the Union to compel any Employer or such other employer by legal or equitable action or otherwise to fulfill his obligation to make payments to said Industry Advancement Program, or to collect in any bankruptcy, reorganization or similar proceeding any such payments due from and unpaid by any Employer or other employer, and provided further, that nothing hereinbefore contained shall affect the Association's rights to subrogation. Upon termination of payments allocable to the Industry Advancement Program, by reason of the expiration of this Agreement or because of the absence, or any other reason, of a contractual obligation upon the Employer to make payments so allocable, the assets and fund of the Industry Advancement Program shall not be distributed among any Employers or other employers, or among employees, or to the Union but shall be held by the Association, which shall continue to administer and expand said assets and fund for the purposes, and subject to all the conditions, set forth herein.

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

prohibited by Section B of this Supplement.

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

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

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

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

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

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



processing of grievances, as well as the cost of disseminating such information among the members of the Association and other employers in the building and construction trades industry.

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

**(8) STANDARDIZATION OF CONTRACTS AND SPECIFICATIONS.** For example, to see to it that the architect states in the specifications at the proper place and with sufficient particularity an adequate definition of the work to be performed thereby eliminating many needless jurisdictional disputes by improper assignment of work in the first instance.

**(9) Disaster Relief and Civilian Defense.**

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

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

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

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

(4) Payment of dues to, or the making of any other contribution, directly or indirectly, to The Associated General Contractors of America, GREATER DETROIT CHAPTER, Inc., or to its successor or to any like organization.

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

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

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

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

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

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

(b) If the award is that it was within the control of the Association, then the arbitrator shall be asked to decide an additional question, viz., would the discontinuance or alteration of the program have caused more harm to the Association than it would have caused to the Union. If the answer is in the affirmative, then, again, the Association shall be absolved of any liability to reimburse the funds of

the Industry Advancement Program for payments made between the date of the Council's complaint and the date of the award. If the answer is in the negative, Association shall reimburse to the funds of the Industry Advancement Program such expenditures as were made and incurred between the date of the Union's complaint and the date of the award.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers, duly authorized this 1st day of June, 2000.

THE ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, GREATER DETROIT CHAPTER, INC.  
Forrest A. Henry, Director of Labor Relations

TEAMSTERS LOCAL 247  
Tommy Aloisio, Vice President

TEAMSTERS LOCAL 614  
Michael Bane, President

TEAMSTERS LOCAL 339  
Ronald J. Hrcha, Business Representative

## SUPPLEMENTAL AGREEMENT WAREHOUSING

1. This Agreement embraces warehousing and shall be signed by those members of The Associated General Contractors of America, GREATER DETROIT CHAPTER, Inc., who employ members of the Teamsters Union to perform warehouse work at established warehouses at the home base or who desire to do jobsite warehousing on construction sites.

2. Warehouse work performed by members of the Teamsters Union at the home base or at the jobsite shall be performed pursuant to the terms and provisions of this Agreement.

3. Jobsite warehousing shall be at the sole discretion of the contractor and shall be defined as existing only on those jobsites where the contractor receives, unloads, stores and checks all materials delivered to the jobsite, and then supervises issuance of the material to the other contractors and/or subcontractors on the job who are to use such materials.

4. The Employer recognizes, in accordance with the decisions of the National Joint Board for Settlement of Jurisdictional Disputes, that on those construction sites where the Employer does jobsite warehousing, the unloading, checking, warehousing and distribution of construction materials will be performed pursuant to the terms and provisions of this Agreement.

5. The following schedule of wage rates per hour will apply:

### Effective First Full Payroll Period Commencing On or After June 1, 2000 Through May 31, 2001

	Day Rate Per Hour	Shift Rate Per Hour
Warehouseman . . . . .	\$22.385	\$23.88
Material Checkers . . . . .	\$22.535	\$24.04
Combination Driver, Warehouseman and Checker, Fork Trucks and Fore- man* . . . . .	\$22.635	\$24.14

\*When five (5) or more Teamsters are employed (by a single Employer) on any Construction Project, then one (1) shall be selected as a working "Teamster Foreman." Teamster Foreman premium shall be paid not less than \$1.00 per hour more than the Warehouseman hourly wage.

**Effective First Full Payroll Period-  
Commencing On or After June 1, 2001  
Through May 31, 2002**

	<b>Day Rate Per Hour</b>	<b>Shift Rate Per Hour</b>
Warehouseman .....	\$23.335	\$24.89
Material Checkers .....	\$23.485	\$25.05
Combination Driver, Warehouseman and Checker, Fork Trucks and Fore- man* .....	\$23.585	\$25.16

**Effective First Full Payroll Period  
Commencing On or After June 1, 2002  
Through May 31, 2003**

	<b>Day Rate Per Hour</b>	<b>Shift Rate Per Hour</b>
Warehouseman .....	\$24.11	\$25.72
Material Checkers .....	\$24.26	\$25.88
Combination Driver, Warehouseman and Checker, Fork Trucks and Fore- man* .....	\$24.36	\$25.98

6. In addition to the wage rates specified above, the classifications covered by this Agreement shall also receive the same health and welfare, pension, vacation and holiday benefits as set forth in the Truck Drivers' Agreement. **The Training and Apprenticeship Contribution is also applicable.** It is further agreed and understood that all other terms and conditions contained in the Truck Drivers' Agreement shall be applicable under this Agreement, except as stated below.

7. It is hereby agreed and understood that violation of the terms of this Agreement by the signatory Employer shall in no manner

involve members of The Associated General Contractors of America, Greater Detroit Chapter, Inc., who have not signed this Agreement insofar as strikes, stoppages or slow downs are concerned. Article XX, "Joint Adjustment Committee," of the Truck Drivers' Agreement shall not apply to this Supplemental Agreement.

This Supplemental Agreement shall remain in full force and effect and expire along with the Truck Drivers' Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year shown below.

FOR THE UNION

Tommy Aloisio

COMPANY .....

Firm Name .....

By .....

Title .....

Date .....

## SUPPLEMENTAL AGREEMENT OWNER-OPERATOR

1. The following Agreement embraces only owner-operator drivers and shall be signed by those members of The Associated General Contractors of America, Greater Detroit Chapter, Inc., who desire to hire owner-operator drivers.

2. An owner-operator driver shall be defined as a person who is the registered owner of one truck only, which he drives himself. Persons not covered by the above definition shall not be covered by this Agreement.

3. The Employer signatory to this Agreement agrees to place said owner-operator on his payroll and pay the wages and other benefits applicable under this Agreement and negotiate with such owner-operator for the rental to be paid for the truck. The owner-operator shall submit to the Employer registration certificate and evidence of required insurance coverage.

4. The Employer will obtain certification (at time of hiring) from the owner-operator that the truck rental rate agreed upon is equal to, or in excess of, his certified cost of operating that particular truck, and will notify the owner-operator that a copy of said lease agreement, or rental certification, must be sent by him to the Union.

5. Any certification accepted by the Employer which shows less than the normal cost of operation of the owner-operator shall subject the rental agreement to cancellation by the owner-operator.

6. As a criterion for determining normal cost of operation, the truck rental rates as established by the Michigan Public Service Commission shall be minimum rates for the classification of truck being hired.

7. The owner-operator shall be paid with two (2) checks—one for wages and one for equipment rental.

8. One (1) hour's running time shall be paid an owner-operator driver for the total time consumed in getting his truck to the jobsite at the beginning of the day's operation and returning it to its place of keeping at the end of the day's operation. This running time shall only be paid on the wage portion of the driver's check and is not paid on the truck rental portion of the driver's check.

9. In the event that an owner-operator driver has worked eight (8) hours or more at the jobsite in any one (1) day, the one (1) hour's running time shall be paid at the rate of time and one-half.



10. The schedule of rates shall be as follows:

**Effective First Full Payroll Period  
Commencing On or After June 1, 2000  
Through May 31, 2001**

	<b>Day Rate Per Hour</b>	<b>Shift Rate Per Hour</b>
Truck Drivers on all trucks <i>except</i> semi-trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . . . .	\$22.385	\$23.88
Truck Driver on Semi-Trucks or Tractor Trailers <i>except</i> pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . . . .	\$22.535	\$24.04
Pole Trailer Driver, Lowboy Driver, Straddle Carriers, Double Bottom Driver and Special Load Permit Driver*, Fuel Truck Driver, Bus Driver . . . . .	\$22.635	\$24.14

\*Special Load Permit Driver means a Driver of a vehicle for which a special over-width and/or over-length permit has been issued for a particular trip. This does not apply to a Driver of a vehicle for which an annual special cab permit for overweight has been issued.

**Health and Welfare:** Effective April 1, 2000 through March 31, 2002, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of one hundred thirty-two dollars and seventy cents (\$132.70) per week for each employee covered by this Agreement.

**Pension:** Effective June 1, 2000 through May 31, 2001, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of twenty-five dollars and sixty cents (\$25.60) per day (maximum of \$128.00 per week) for each employee covered by this Agreement.

**Effective First Full Payroll Period  
Commencing On or After June 1, 2001  
Through May 31, 2002**

	<b>Day Rate Per Hour</b>	<b>Shift Rate Per Hour</b>
Truck Drivers on all trucks <i>except</i> semi-trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . . . .	\$23.335	\$24.89
Truck Driver on Semi-Trucks or Tractor Trailers <i>except</i> pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . .	\$23.485	\$25.05
Pole Trailer Driver, Lowboy Driver, Straddle Carriers, Double Bottom Driver and Special Load Permit Driver*, Fuel Truck Driver <b>Bus Driver</b> . . . . .	\$23.585	\$25.16

\*Special Load Permit Driver means a Driver of a vehicle for which a special over-width and/or over-length permit has been issued for a particular trip. This does not apply to a Driver of a vehicle for which an annual special cab permit for overweight has been issued.

**Apprenticeship Fund:** See Article XIII of the Truck Drivers' Agreement. The Hourly Rates appearing on this page will change if the Apprenticeship contribution becomes effective June 2001. **Prior to payment of the June 2001 Hourly Rates, please ascertain whether the Apprenticeship contribution is in effect.**

**Health and Welfare:** Effective April 1, 2000 through March 31, 2002, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of one hundred thirty-two dollars and seventy cents (\$132.70) per week for each employee covered by this Collective Bargaining Agreement.

**Pension:** Effective June 1, 2001 through May 31, 2002, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of twenty-eight dollars (\$28.00) per day (maximum of \$140.00 per week) for each employee covered by this Collective Bargaining Agreement.

**Hourly Rate for Employees who Work More Than Five Days During a Calendar Week:** Effective June 1, 2001 (first full payroll period), whenever the employee works six or seven days during the same calendar week, his or her Hourly Rate for work on his or her sixth and seventh workdays shall increase by thirty cents (\$.30) per hour.

**Effective First Full Payroll Period  
Commencing On or After June 1, 2002  
Through May 31, 2003**

	<b>Day Rate Per Hour</b>	<b>Shift Rate Per Hour</b>
Truck Drivers on all trucks <i>except</i> semi-trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . . . .	\$24.11	\$25.72
Truck Driver on Semi-Trucks or Tractor Trailers <i>except</i> pole trailers, lowboys, straddle carriers, double bottom, and special load permit driver* . . . . .	\$24.26	\$25.88
Pole Trailer Driver, Lowboy Driver, Straddle Carriers, Double Bottom Driver and Special Load Permit Driver*, Fuel Truck Driver, Bus Driver . . . . .	\$24.36	\$25.98

\*Special Load Permit Driver means a Driver of a vehicle for which a special over-width and/or over-length permit has been issued for a particular trip. This does not apply to a Driver of a vehicle for which an annual special cab permit for overweight has been issued.

**Apprenticeship Fund:** See Article XIII of the Truck Drivers' Agreement. The Hourly Rates appearing on this page will change if the Apprenticeship contribution is in effect. **Prior to payment of the June 2002 Hourly Rates, please ascertain whether the Apprenticeship contribution is in effect.**

**Health and Welfare:** Effective April 1, 2002 through March 31, 2003, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of one hundred thirty-nine dollars and seventy cents (\$139.70) per week for each employee covered by this Collective Bargaining Agreement.

**Pension:** Effective June 1, 2002 through May 31, 2003, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of thirty dollars and eighty cents (\$30.80) per day (maximum of \$154.00 per week) for each employee covered by this Collective Bargaining Agreement.

**Hourly Rate for Employees who Work More Than Five Days During a Calendar Week:** Effective June 1, 2002 (first full payroll period), whenever the employee works six or seven days during the same calendar week, his or her Hourly Rate for work on his or her sixth and seventh workdays shall increase by sixty-five cents (\$.65) per hour.

11. In addition to the wage rates specified above, the classifications covered by this Agreement shall also receive the same Health and Welfare, Pension, Vacation and Holiday benefits as set forth in the Truck Drivers' Agreement. **The Training and Apprenticeship Contribution is also applicable.** It is further agreed and understood that all other terms and conditions contained in the Truck Drivers' Agreement shall be applicable under this Agreement, except as stated below.

12. It is hereby agreed and understood that violation of the terms of this Agreement by the signatory Employer shall in no manner involve members of The Associated General Contractors of America, Greater Detroit Chapter, Inc., who have not signed this Agreement insofar as strikes, stoppages or slow downs are concerned. Article XX, "Joint Adjustment Committee," of the Truck Drivers' Agreement shall not apply to this Supplemental Agreement.

13. This Supplemental Agreement shall remain in full force and effect and expire along with the Truck Drivers' Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year shown below.

FOR THE EMPLOYER

.....

FOR THE UNION

.....

Date .....

## **JURISDICTION CLAIMED BY THE UNION**

Transportation of materials by trucks or other vehicles such as dual purpose trucks used to transport loads and the hoisting equipment is used only for loading and unloading, rubber-tired farm tractors used for pulling material wagons, track trucks used for transporting, fork lifts confined to warehouse or storage areas, end dump, bottom dump, and side dump equipment, fuel trucks, combination grease and fuel trucks shall work with composite crew; mechanics at jobsite for the repair of truck equipment, water trucks and water pulls for spraying road beds and construction sites, pick-up trucks, semis, double bottoms, sweeper trucks, dump trucks, low boys, pole trailers, and special permitted truck.