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K-8668

46 Pages

**2003-2008**

# **AGREEMENT**

between

6/03 - 6/06

**LABOR RELATIONS DIVISION**

of the

**MICHIGAN ROAD BUILDERS  
ASSOCIATION**

and the

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



Effective June 1, 2003

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## **AGREEMENT**

This Agreement is made and entered into as of the 1st day of June, 2003 by and between the LABOR RELATIONS DIVISION OF THE MICHIGAN ROAD BUILDERS ASSOCIATION (hereinafter called the LRD) and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, MICHIGAN LABORERS' DISTRICT COUNCIL, acting for and on behalf of its affiliated Local Unions having jurisdiction over work covered by this Agreement in the State of Michigan (hereinafter called the Union).

The Association is acting only as the collective bargaining agent in the negotiation and administration of this Agreement for those individual Contractor members of the Association who have authorized it so to act (hereinafter called the "Contractor") and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this Agreement by any Contractor. It is further understood and agreed that the liabilities of the Contractor members of the Association who become parties to this Agreement shall be several and not joint.

## **ARTICLE I**

**1. INTENT AND PURPOSE** - The purpose of this Agreement is to determine the hours, wages and other conditions of employment and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the workers may have as much continuous employment as possible without interruption by strikes, lockouts, or other labor trouble.

**2. UNDERSTANDING** - It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the LRD, the Contractors and the Union during the term of this Agreement and any renewal thereof. This Agreement may be modified by mutual consent in writing by the parties hereto.

**3. SCOPE OF AGREEMENT** - This Agreement shall govern all Highway Construction, Rail Road Track and Trestle Construction and Airport Construction work which any Contractor performs in the State of Michigan and which comes within the jurisdiction of the Laborers' International Union of North America, AFL-CIO. Underground utility projects let separate and apart from highway, bridge or airport contracts shall be constructed at the rates negotiated for that type of construction.

## ARTICLE II

### DEFINITIONS

1. "Contractor" where used in this Agreement means any Contractor *who is* a member of the Labor Relations Division of the Michigan Road Builders Association and is engaged in either Highway Construction work or Airport Construction work, *but does not mean or include any Contractor engaged in building construction as the latter class of construction work is separate and distinct from the two classes specified above in respect to the terms and conditions of employment and the nature of the work, as well as the class and skill of the workers required.*
2. The word "work" when used herein means Highway Construction or Airport Construction work, coming within the jurisdiction of the Union.
3. "Highway Construction" work is defined as all work ordinarily included in public or private highway construction contracts, whether inside or outside private property lines, such as, for example, bridges, sewers and street grading, street paving, curb setting, sidewalks, parking lots and work connected therewith, etc., any concrete slab work *sound barrier walls and vehicular and rail transportation construction which is built in accordance with Highway or Bridge Construction methods. Any construction work not related to Highway Construction work as defined above and the construction of buildings shall not come under the jurisdiction of this Agreement.*

4. "Airport Construction" work is defined as grading, paving, drainage and similar work incident to the construction of runways but excluding the construction of buildings.

5. "Rail Road and Trestle Construction Work" is defined as all work performed by the Contractor that is ordinarily included in public or private rail road construction contracts to be performed on public or private property outside of buildings within the State of Michigan. The work shall include, but is not limited to, right of way clearing, excavating, grading and subgrading, ballasting, compacting and cleanup on the project. The handling, distribution, placing, cutting, welding and aligning of tract and ties. All work performed by Laborers on railroad crossings, underpasses, overpasses and trestles. All installation and/or removal of pipes, culverts, fences and other appurtenances incidental to railroad work is included in this definition.

6. "Workers" shall not include engineering, clerical employees, timekeepers, superintendents, assistant superintendents, nor any supervisory personnel excluded from coverage of the Labor-Management Relations Act of 1947, as amended, but shall include those other workmen employed by the Contractor coming within the jurisdiction of the Union.

### **ARTICLE III**

#### **RIGHTS**

1. (a) In conformity with and subject to the provisions of this Agreement, workers shall be free to select the Contractor for whom they desire to work, and the Contractor shall be free to select the workers whom he desires to employ.

(b) The terms and conditions of this Agreement shall be equally applicable to all employees without regard to sex, age, race, creed, color, ancestry or national origin.

2. Workers are to be paid wages applicable to the work performed without any discount, and in return the Contractors are to receive a fair and honest day's work without slowing down or stoppage of work.

3. (a) The Contractor is to be the sole judge as to the satisfactory performance of work by a worker, and may discharge any worker whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Contractor for health, safety and protection of his workers. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. The Contractor will, if requested, discuss with the Business Representative of the Union the circumstances resulting in the discharge of any employee.

(b) The number of workers to be employed is also at the sole discretion of the Contractor and the fact that certain classifications and rates are established does not mean that the Contractor must employ workers for any one or all such classifications or to man any particular piece of equipment that happens to be on the work site unless that Contractor has need for such workers. However, this does not relieve the employer from the responsibility of properly manning any piece of equipment that is placed in operation.

4. (a) A Contractor shall not be hindered or prevented in using any type or quantity of machinery, tools or appliances, and may secure materials or equipment from any market or source as he sees fit, except prison made goods, without interference of any kind.

(b) The Contractor shall have the right to take his employees or former employees covered by this Agreement from one location to another within the jurisdiction of this Agreement. When the Contractor



needs additional help beyond the Contractor's regular employees, including employees who are laid off and/or transferred from another project of the same Contractor, the Contractor agrees to give the Local Union having jurisdiction over the work to be performed an opportunity to refer any additional employees. A regular employee shall be defined as one who has been on the payroll of said Contractor within the immediate past nine (9) months. The Contractor shall have the right to reject any and all applicants.

- (c) The Contractor will notify the job Steward or Business Representative of the Union, at their request, of the names of all newly hired employees performing work covered by this Agreement. The Contractor will advise all newly hired employees that under the terms of this Agreement, and as a condition of employment, all employees must become members of the Union after the seventh (7th) day following the beginning of their employment. An employee shall be a member of the Union, for purposes of this Agreement, if he/she is member of any Local Union affiliated with the Laborers' International Union of North America, AFL-CIO, having jurisdiction over any work covered by this Agreement.

5. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not mentioned or referred to herein will be of any force or effect upon any parties hereto.

6. The Union shall designate a representative or representatives (hereinafter referred to as "Union Representative(s)") who may confer with the Contractors in all matters pertaining to this Agreement.

7. (a) The authorized representatives of the Union may visit jobs during working hours, without undue hindrance or interference with the progress of the work.

## **STEWARDS**

- (b) The Union may select an employee from among the workers working on a job to be the Union Steward. In the event the Union determines there is no employee working on the job who is capable of performing the duties of a Steward, then the Union may recommend an applicant for employment to the Contractor. Any such applicant shall be competent worker and shall be capable of performing the duties of a Steward. Any applicant for employment recommended by the Union must be satisfactory to the Contractor. The selection of a job Steward shall not increase the number of workers to be employed on the job as determined by the Contractor.
- (c) The Steward shall perform the duties of the job to which he/she is assigned but will be allowed a reasonable time to perform such of his/her Union duties as cannot be performed during nonworking hours. The Steward shall not interfere with the job in carrying out his/her duties.
- (d) The Union shall notify the Contractor of the name of the employee appointed to act as Steward. Such notice shall be given by letter to the Contractor. The Contractor will give the Union at least twenty-four (24) hours notice before the job Steward is laid off, transferred or discharged.
- (e) If the Steward is not on the job for any reason, the Union or the Steward may appoint an Acting Steward to act in his/her place so that the Union can have a representative on the job whenever employees covered by this Agreement are working. The Steward, and any Acting Steward, shall have no authority to take strike action or any other action interrupting the Contractors' business.

8. This Agreement is not to apply to any operations or business in which any Contractor is engaged except Highway

Construction work and Airport Construction work, and is not to apply to any work except that coming within the jurisdiction of the Union.

#### **ARTICLE IV**

1. **ZONES** - This Agreement applies to the entire State of Michigan, which for the purpose of this Agreement, is divided into the following geographical groupings.

**ZONE 1** is defined as including the following Counties within the State of Michigan: Wayne, Monroe, Washtenaw, Oakland, Macomb and Genesee.

**ZONE 2** is defined as including the following Counties within the State of Michigan: Hillsdale, Branch, St. Joseph, Lenawee, St. Clair, Cass, Berrien, Van Buren, Kalamazoo, Calhoun, Jackson, Livingston, Ingham, Eaton, Barry, Allegan, Lapeer, Shiawassee, Clinton, Muskegon, Gratiot, Saginaw, Tuscola, Sanilac, Huron, Bay and Midland.

**ZONE 3 - Lower Peninsula** - is defined as including all of the following Counties in the Lower Peninsula of the State of Michigan, namely: Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Ostego, Ottawa, Presque Isle, Roscommon and Wexford.

**ZONE 4** is defined as including all of the Counties in the Upper Peninsula of the State of Michigan.

2. **UNION SHOP** - 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 with the Contractor or the effective date of this Agreement, whichever is later either:

- a. become members of the Union to the extent of paying the initiation fee and periodic Union membership dues uniformly required as a condition of acquiring or retaining membership in the Union, or
- b. pay an amount equal to the Union's initiation fee and the regular periodic Union membership dues uniformly required as a condition of acquiring or retaining such membership to the Union.

The continued employment by the Contractor of employees covered by this Agreement shall be conditioned upon payment by such employees of the amounts listed in one of the options above. The failure of any person to pay or tender such amounts shall obligate the Contractor who employs such person, upon written notice from the Union to such effect, to forthwith discharge such person. The failure of any person to make such payments shall, upon written notice to the Contractor to such effect, obligate the Contractor to discharge such person, unless such payments are paid within ten (10) days thereafter.

Any employee shall be a member of the Union, for purposes of this Agreement, if he/she is a member of any Local Union affiliated with the Laborers' International Union of North America, AFL-CIO, having jurisdiction over any work covered by this Agreement.

3. **CHECK-OFF** - The Contractor agrees to honor, upon presentation by the Union, all assignments for initiation fees and membership dues which have been properly signed by an employee, to deduct the amount stated thereon from the wages earned by the employee, and to pay the amount so deducted to the Local Union; provided, however, that this Section shall apply only to those assignments which are not irrevocable for more than one (1) year or until this Agreement expires whichever occurs sooner, and to those assignments which in addition provide that they shall automatically renew themselves for successive yearly or applicable contract periods thereafter, whichever is the lesser, and which further provide that the employee may revoke said assignment

by giving written notice thereof to the Contractor and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date.

## ARTICLE V

### CLASSIFICATIONS

1. (a) All workers employed under this Agreement shall be classified in accordance with Section 3 of this Article, and no other classification of labor of any kind will be recognized. Any question relative to the classification of a worker will be settled by the Contractor and the Union Representatives, and if they are unable to reach mutual decision, the matter shall be referred to the Joint Grievance Board. The Contractor may classify such workers pending the final decision of the Joint Grievance Board.  
(b) Fringe Benefits are to be paid on every employee working under this Agreement.

2. Any worker may be temporarily shifted by the Contractor from any classification of work to another classification of work, provided the worker is capable of performing the other work and is paid at the rate of wages for the classification which provides the highest wage rate.

3. The following job classifications and rate of wages shall apply to all work and every worker covered by this Agreement. The wage rates are effective the first full pay period on or after the dates listed and shall apply on all work, both old and new, in the geographical Zones as follows:

**Class 1** Asphalt Shoveler or loader, asphalt plant misc., asphalt raker tender, burlap man, carpenters' tender, yard man, guard rail builder's tender, Earth Retention barrier and wall and M.S.E. Wall installers Tender, Highway and median barrier installers tender (including sound, retaining and crash barriers), fence erector's tender, dumper (wagon, Truck, etc.), joint filling labor, misc., unskilled labor, sprinkler labor, form setting labor,

form stripper, pavement reinforcing, handling and placing (e.g., wire mesh, steel mats, dowel bars, etc.), mason's or bricklayer's tender on manholes, manhole builder, headwalls, etc., waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning, bridge painting, etc., (spray, roller and brush), sandblasting, pressure grouting, bridge pin and hanger removal, Material Recycling Laborer, Horizontal Paver Laborer (brick, concrete, clay, stone and asphalt), Ground Stabilization and Modification Laborer, grouting, waterblasting, Top Man, and railroad track and trestle laborer, sign installer and remote control operated equipment.

Effective June 1, 2003

<u>Class 1</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>
*Base	\$20.19	\$18.59	\$17.84	\$17.84
*Vacation	1.55	1.55	1.55	1.55
Pension	2.35	2.35	2.35	2.35
Health Care	2.95	2.95	2.95	2.95
Annuity	.90	.90	.90	.90
Training	.35	.35	.35	.35
L.M.T.	<u>.12</u>	<u>.12</u>	<u>.12</u>	<u>.12</u>
	\$28.41	\$26.81	\$26.06	\$26.06
Ind. Prom.	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
<b>TOTAL</b>	<b>\$28.50</b>	<b>\$26.90</b>	<b>\$26.15</b>	<b>\$26.15</b>

\*Taxable Income

**EFFECTIVE THE FIRST FULL PAY PERIOD  
ON OR AFTER JUNE 1, 2004**

Effective June 1, 2004, the parties have agreed to a Total Package increase of \$1.00 for Zone 1 and \$.95 for Zones 2-4—Wage and Fringe Benefit Breakdown to be determined by the Union. Effective June 1, 2004, the Industry Promotion Fund will be \$.095.

**EFFECTIVE THE FIRST FULL PAY PERIOD  
ON OR AFTER JUNE 1, 2005**

Effective June 1, 2005, the parties have agreed to a Total Package increase of \$1.00 for Zone 1 and \$.95 for Zones 2-4—Wage and Fringe Benefit Breakdown to be determined by the Union. Effective June 1, 2005, the Industry Promotion Fund will be \$.10.

**EFFECTIVE THE FIRST FULL PAY PERIOD  
ON OR AFTER JUNE 1, 2006**

Effective June 1, 2006, the parties have agreed to a Total Package increase of \$1.05 for Zone 1 and \$1.00 for Zones 2-4—Wage and Fringe Benefit Breakdown to be determined by the Union. Effective June 1, 2006, the Industry Promotion Fund will be \$.105.

**EFFECTIVE THE FIRST FULL PAY PERIOD  
ON OR AFTER JUNE 1, 2007**

Effective June 1, 2007, the parties have agreed to a Total Package increase of \$1.05 for Zone 1 and \$1.00 for Zones 2-4—Wage and Fringe Benefit Breakdown to be determined by the Union. Effective June 1, 2007, the Industry Promotion Fund will be \$.11.

**Class 2** Mixer operator, (less than 5 sacks), air or electric tool operator (jack hammer, etc.), spreader, boxman (asphalt, stone, gravel, etc.), concrete paddler, power chain saw operator, paving batch truck dumper, tunnel mucker (highway work only), concrete saw operator (under 40 hp), dry pack machine and roto-mill grounds person.

Effective June 1, 2003

<b><u>Class 2</u></b>	<b><u>Zone 1</u></b>	<b><u>Zone 2</u></b>	<b><u>Zone 3</u></b>	<b><u>Zone 4</u></b>
*Base	\$20.32	\$18.79	\$18.05	\$18.05
*Vacation	1.55	1.55	1.55	1.55
Pension	2.35	2.35	2.35	2.35
Health Care	2.95	2.95	2.95	2.95
Annuity	.90	.90	.90	.90
Training	.35	.35	.35	.35
L.M.T.	<u>.12</u>	<u>.12</u>	<u>.12</u>	<u>.12</u>
	\$28.54	\$27.01	\$26.27	\$26.27
Ind. Prom.	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
TOTAL	\$28.63	\$27.10	\$26.36	\$26.36

\*Taxable Income

**Class 3** Tunnel miner (highway work only), finishers tenders, guard rail builder, highway and median barrier installer, Earth Retention Barrier and wall and M.S.E. wall installer (including sound, retaining and crash barriers), fence erector, bottom man, powder man, wagon drill, and air track operator, curb and side rail setter's tender, diamond and core drills (per agreement between the Laborers and Operating Engineers International Union dated February 3, 1954), grade checker and certified welder.

Effective June 1, 2003

<b><u>Class 3</u></b>	<b><u>Zone 1</u></b>	<b><u>Zone 2</u></b>	<b><u>Zone 3</u></b>	<b><u>Zone 4</u></b>
*Base	\$20.50	\$19.03	\$18.34	\$18.34
*Vacation	1.55	1.55	1.55	1.55
Pension	2.35	2.35	2.35	2.35
Health Care	2.95	2.95	2.95	2.95
Annuity	.90	.90	.90	.90
Training	.35	.35	.35	.35
L.M.T.	<u>.12</u>	<u>.12</u>	<u>.12</u>	<u>.12</u>
	\$28.72	\$27.25	\$26.56	\$26.56
Ind. Prom.	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
TOTAL	\$28.81	\$27.34	\$26.65	\$26.65

\*Taxable Income



**Class 4** Asphalt raker.

Effective June 1, 2003

<b>Class 4</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
*Base	\$20.58	\$19.38	\$18.78	\$18.78
*Vacation	1.55	1.55	1.55	1.55
Pension	2.35	2.35	2.35	2.35
Health Care	2.95	2.95	2.95	2.95
Annuity	.90	.90	.90	.90
Training	.35	.35	.35	.35
L.M.T.	.12	.12	.12	.12
	\$28.80	\$27.60	\$27.00	\$27.00
Ind. Prom.	.09	.09	.09	.09
TOTAL	\$28.89	\$27.69	\$27.09	\$27.09
*Taxable Income				

**Class 5** Pipe Layers, oxy-gun

Effective June 1, 2003

<b>Class 5</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
*Base	\$20.79	\$19.25	\$18.40	\$18.40
*Vacation	1.55	1.55	1.55	1.55
Pension	2.35	2.35	2.35	2.35
Health Care	2.95	2.95	2.95	2.95
Annuity	.90	.90	.90	.90
Training	.35	.35	.35	.35
L.M.T.	.12	.12	.12	.12
	\$29.01	\$27.47	\$26.62	\$26.62
Ind. Prom.	.09	.09	.09	.09
TOTAL	\$29.10	\$27.56	\$26.71	\$26.71
*Taxable Income				

**Class 6** Line-Form setter for curb or pavement, and asphalt screed checker/screw man on asphalt paving machines.

Effective June 1, 2003

<b>Class 6</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
*Base	\$21.09	\$19.59	\$18.83	\$18.83
*Vacation	1.55	1.55	1.55	1.55
Pension	2.35	2.35	2.35	2.35
Health Care	2.95	2.95	2.95	2.95
Annuity	.90	.90	.90	.90
Training	.35	.35	.35	.35
L.M.T.	<u>.12</u>	<u>.12</u>	<u>.12</u>	<u>.12</u>
	\$29.31	\$27.81	\$27.05	\$27.05
Ind. Prom.	<u>.09</u>	<u>.09</u>	<u>.09</u>	<u>.09</u>
TOTAL	\$29.40	\$27.90	\$27.14	\$27.14

\*Taxable Income

**Class 7** Concrete Specialist - The Classification of Concrete Specialist shall include the finishing and troweling, of cast in place or precast concrete by any and all methods. Laborers who have the necessary skills to be classified as a Concrete Specialist and perform the work shall be paid the following wage and fringe benefit scale.

Effective June 1, 2003

<b>Class 7</b>	<b>All Zones</b>
*Base	\$22.16
*Vacation	1.55
Pension	2.35
Health Care	2.95
Annuity	.90
Training	.35
L.M.T.	<u>.12</u>
	\$30.38
Ind. Prom.	<u>.09</u>
TOTAL	\$30.47

\*Taxable Income

**4. Effective September 1, 2004, the Michigan Laborers' Statewide Apprenticeship Program will be implemented.** All registered Apprentices from September 1, 2004 forward will work in accordance with wage and training requirements.

<b>Rate</b>	<b>Work Hours</b>	<b>Training Hours - Cumulative</b>
75%	0 - 1,000	100 Plus
80%	1,001 - 2,000	100 Plus
85%	2,001 - 3,000	100 Plus
95%	3,001 - 4,000	100 Plus

All percentages are calculated on the Base Rate. All fringe benefits are paid at 100%. This language must comply with all MDOT specifications.

On a project subject to governmental prevailing wage rate(s) determination where the prevailing wage rate(s) issued by the governmental agency is not based on this Agreement, or on the 1998-2003 Agreement between the L.R.D. and the Union, and the prevailing wage rate(s) are less than the wage rate(s) provided in this Agreement, then the governmental agency's wage rate(s) determination shall apply on that project. The Contractor shall furnish the Union a copy of the governmental agency's wage rate(s) determination for the project.

5. It is recognized by the parties that in certain areas of the State, the Union construction market has been threatened by non-union competition. Where the mutual interests of the Union and the Association are served by cooperating to enable Association contractor members to compete more effectively, it is agreed that the Association and the Union will meet to negotiate a market recovery rate on a job by job or area by area basis.

6. The Contractor shall determine the number of asphalt rakers and asphalt rakers tenders to be employed on the job.

7. The Union agrees that no demand for an increase in any wage rate above that which is specified herein will be made on any job, unless the parties hereto have agreed to a change in the rates prior to the time of the bidding on the work involved.

8. Upon written agreement between the L.R.D. and the Michigan Laborers' District Council, the Union may divert a part of the base wages provided in this Agreement to fund Vacation Fund Payments, Health Care Contributions, Pension Contributions, Labor Management Trust Contributions or Contributions to the Laborers' Training Fund. The written agreement between the L.R.D. and the Michigan Laborers' District Council shall state the amount, or amounts to be diverted from the base wages. The Contractors shall hereafter make the appropriate contribution(s) to the Fund(s) and the base wage rates shall be reduced accordingly.

9. At least ninety (90) days prior to the expiration date of a contract year, the Union shall notify the Association in writing of how it wishes to allocate any increase for the succeeding year between wages and fringe benefits. At least sixty (60) days prior to the expiration date of a contract year, the Association shall notify the Union in writing of how it wishes to allocate any increase for the succeeding year. The parties shall meet and negotiate any differences in allocation. Should the Union fail to give timely written notice pursuant to this Section, the entire increase shall be placed in wages unless the Association chooses to allocate in a different manner. If the Association fails to give timely notice pursuant to this Section, the increase shall be allocated as proposed by the Union for the succeeding year.

## **ARTICLE VI**

The following Trust Agreements, which establish the following Trust Funds, together with any amendments or changes thereto adopted from time to time 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;
3. The Trust Agreement for the Michigan Laborers' Training Fund dated September 1, 1971;
4. The Trust Agreement for the Michigan Laborers' Health Care Fund dated May 1, 1983;
5. The Trust Agreement for the Michigan Laborers' and Employers' Cooperation Trust Fund dated June 1, 1994;
6. The Trust Agreement for the Michigan Laborers' Annuity Fund dated March 1, 1997.

*The Contractor agrees to be bound by the Trust Agreements establishing the above referenced Trust Funds and any lawful amendments, rules, regulations or other requirements relating to the Funds adopted from time to time by the Trustees of the respective Funds, provided the same are not in conflict with the terms of this Agreement.*

## **VACATION FUND**

1. The Contractor agrees to pay monthly into the Michigan Laborers' Vacation Fund the hourly contribution rate listed in Article V per hour for each hour actually paid each employee doing work covered by this agreement.

The above-specified Vacation Fund payments shall be subject to overtime rates the same as wages and shall be remitted to the Fund for all hours paid.

All Vacation payments shall constitute a part of, and shall be included with, the employee's gross wages for the purpose of computing all payroll withholdings, such as income tax, social security and other required deductions.

## **HEALTH CARE FUND**

2. (a) The Contractor agrees to pay into the Michigan Laborers' Health Care Fund the hourly contribution rate listed in Article V per hour for each hour actually paid each employee doing the work covered by this Agreement.

All Health Care contributions shall be computed at the applicable rates per hour on actual hours paid without regard to whether the employee was working on straight time or overtime. The contributions shall be deposited each month or at such other regular intervals as may be determined by the Trustees of the Michigan Laborers' Health Care Fund to such depository as may be designated by said Trustees.

- (b) The Labor Relations Division of the Michigan Road Builders Association shall be entitled to appoint a Trustee on the Laborers' Health Care Fund and if any other association participating in such is permitted to designate more than one (1) Trustee, the Labor Relations Division of the Michigan Road Builders Association shall be entitled to designate a like number of Trustees.

## **PENSION FUND**

3. (a) The Contractor agrees to pay into the Michigan Laborers' Pension Fund the hourly contribution rate listed in Article V per hour for each hour actually paid each employee doing the work covered by this Agreement.

- (b) All pension contributions shall be computed at the above rates on actual hours paid, without regard to whether the employee was working on straight time or overtime. The contributions to the Pension Fund shall be made by each Contractor each month or at such regular intervals as may be determined by the Trustees of the Pension Fund, to such depository as may be designated by said Trustees.

## **LABORERS' TRAINING FUND**

4. (a) The Contractor agrees to pay into the Michigan Laborers' Training Fund the hourly contribution rate listed in Article V per hour for each hour actually paid for each hour paid each employee doing work covered under this Agreement, without regard to whether the employee was paid on straight time or overtime.
- (b) Payment into the Training Fund shall be made in such manner and at such times as authorized and directed by the Trustees of the Fund. The payroll and wage records of the Contractor shall be subject to audit by the designated representative of the Trustees, from time to time, for the purpose of determining that payments to the Fund have been computed and paid in accord with this Agreement.
- (c) The Michigan Laborers' Training Fund shall be jointly administered by a board of up to eight (8) trustees, four (4) of whom shall be selected by the Michigan Laborers' District Council, one (1) of whom shall be selected by the Associated Underground Contractors, Inc., one (1) of whom shall be selected by the Labor Relations Division of the Michigan Road Builders Association, one (1) of whom shall be selected by the Detroit Chapter of the Associated General Contractors of America, and one (1) of whom shall be selected by the Michigan Chapter of the Associated General Contractors of America.

## **LABOR/MANAGEMENT TRUST FUND**

5. (a) The Contractor agrees to pay into the Michigan Laborers' and Employers' Cooperation Trust Fund the hourly contribution rate listed in Article V per hour for each hour actually paid each employee doing work covered under this agreement without regard to whether the employee was paid straight time or overtime.

- (b) Payment into the Labor/Management Trust Fund shall be made in such a manner and at such times as authorized and directed by the Trustees of the Fund. The payroll and wage records of the Contractor shall be subject to audit by the designated representative of the Trustees, from time to time, for the purpose of determining that payments to the Fund have been computed and paid in accord with this Agreement.
- (c) The Labor/Management Trust Fund shall be jointly administered by a board of up to eight (8) trustees, four (4) of whom shall be selected by the Michigan Laborers' District Council, one (1) of whom shall be selected by the Associated Underground Contractors, Inc., one (1) of whom shall be selected by the Labor Relations Division of the Michigan Road Builders Association, one (1) of whom shall be selected by the Detroit Chapter of the Associated General Contractors of America, and one (1) of whom shall be selected by the Labor Relations Division of the Michigan Chapter of the Associated General Contractors of America.

## **ANNUITY FUND**

6. (a) The Contractor agrees to pay into the Michigan Laborers' Annuity Fund the hourly contribution listed in Article V on each hour actually paid each employee doing work covered by this Agreement.
- (b) All Annuity contributions shall be computed at the above rates on actual hours paid without regard to whether the employee was working on straight time or overtime. The contribution to the Annuity Fund shall be made by each Contractor each month or at such regular intervals as may be determined by the Trustees of the Annuity Fund, to such depository as may be designated by the Trustees.



## ARTICLE VII

### INDUSTRY PROMOTION FUND

1. The Contractor agrees to pay to the Michigan Road Builders Association Industry Promotion Fund the hourly contribution rate listed in Article V per hour for all hours paid each employee working under this Agreement, without regard to whether the employee was working on straight time or overtime.

2. The contributions to the Industry Promotion Fund shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association and such contributions shall be reported on such form as may be designated by the Association.

3. The activities of the Industry Promotion Fund shall be determined by the Association and shall be financed from the payments herein provided for.

4. The Contractor hereby agrees that the designated representative of the Association shall be permitted, upon request, to audit the payroll records of the Contractor to determine compliance with this Article.

5. A Contractor who elects not to make contributions to the Michigan Road Builders Association Industry Promotion Fund shall so notify the Union in writing and in lieu of making the contribution to the Industry Promotion Fund shall pay the contribution to the Laborers' Training Fund for actual hours paid each employee working under this Agreement. Said contribution to be paid in addition to the contribution to the Laborers' Training Fund as provided in Article VI, Section 4 of this Agreement.

## ARTICLE VIII

1. **OVERTIME** - When a single shift is worked, eight (8) hours of continuous employment shall constitute a day's work, beginning on Monday through Friday of each week except where the Contractor schedules work on a four ten-hour day basis (see Section 13). Employees will be given an

opportunity to eat lunch before the fifth hour of their shift. To avoid interrupting the progress of the job, the Contractor may require employees to eat on the job, without interfering with the progress of the work, rather than provide a non-paid lunch period. Where work is performed in excess of eight (8) hours on any of those days, time and one-half (1-1/2) the regular rate of wages shall be paid.

## 2. **SHIFT WORK** -

- (a) Where two (2) or more shifts are worked, five (5) eight (8) hour shifts from Sunday midnight to Friday midnight shall constitute a regular week's work and such time shall be paid for at the regular rate of wages; provided, however, that workers working on the second and third shift shall be allowed a one-half (1/2) hour lunch period in each shift to be paid for as working time. When work is performed in excess of eight (8) hours on any shift, time and one half (1-1/2) the regular rate of wages shall be paid except when the contractor has scheduled shift work on a four (4) ten (10) hour day basis, and then such premium will be paid for work performed in excess of ten (10) hours.
  
- (b) On jobs where only one (1) shift is worked but it is necessary to commence work at 4:00 PM or later, all employees who commence work between the hours of 4:00 PM and 4:00 AM shall receive a premium of ten cents (10¢) per hour in addition to their regular straight time hourly rate. If the shift commences prior to 12:00 midnight on Friday and continues into Saturday, time and one-half (1-1/2) shall not be paid until eight (8) hours have been worked after the starting time of the shift. If the shift commences at or after 8:00 PM on Sunday night, time and one-half (1-1/2) shall not be paid until eight (8) hours have been worked after the starting time of the shift. Effective June 1, 1999 the shift premium set out in this paragraph shall be increased to thirty cents (30¢) per

hour, provided, however, such increase in shift premium shall not apply to any work awarded prior to June 1, 1998.

### 3. **SUNDAYS - HOLIDAYS**

- (a) For all time worked on Saturdays, Sundays and Holidays, except as otherwise provided in Section 2(b) of this Article, the employee shall be reimbursed at the rate of one and one-half (1-1/2) times the regular rate of wages.
- (b) The following days are recognized as Holidays:

Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year's Day
- (c) No work shall be done on Labor Day except in extreme emergencies.
- (d) Upon at least three (3) working days prior written notice delivered to the Contractor, an employee may take off Martin Luther King Day without pay as an excused absence.

4. Overtime pay shall be computed and paid in accordance with Fair Labor Standards Act Regulations.

5. **SHOW-UP TIME** - When any worker is scheduled to report for work on any day, he/she shall be paid at least two (2) hours pay if he/she is not put to work on that day, unless he/she is prevented from working on account of bad weather. During such two (2) hours the worker shall perform any work assigned by the Contractor.

If an employee commences work and works beyond two (2) hours, he/she shall receive at least four (4) hours pay or four (4) hours work, unless he/she is prevented from working on account of bad weather.

If an employee works more than four (4) hours, he/she shall be given eight (8) hours work, unless he/she is prevented from working on account of bad weather.

Whenever a contractor has scheduled his employees on a four (4) ten (10) hour day basis, the provisions of this section shall be applicable provided, however, the term "five (5) hours" shall apply in place of the term "four (4) hours" and "ten (10) hours" shall apply in the place of the term "eight (8) hours".

6. **DRUG TESTING TIME** - A worker who is required by the contractor to take a drug test during working hours and misses work will be paid for the actual time necessary to take the drug test including reasonable time for travel, at the worker's straight time rate.

7. **PAY PROVISIONS** - All wages shall be paid to the workers at least once a week on the job site. In case of permanent layoff, all workers permanently laid off will be paid on the job site at the time of layoff.

8. The weekly pay day established by the Contractor for a particular job site shall remain the same for the life of the job. Workers shall be paid in United States currency or check drawn on a Michigan Bank. Payroll checks will be on the job site no later than two (2) hours after the start of the shift on pay day so that employees may receive their checks before leaving the job site when they are not required to start work; provided, however, alternative arrangements for obtaining payroll checks may be made between an employee and the Contractor. If the regular pay day falls on a holiday, the Employee will be paid the day before the holiday.

9. The worker's pay stub shall show the straight time hours worked, overtime hours worked, gross pay, normal straight time rate, deduction for Federal State and City income taxes and Social Security contributions, and the total of all other deductions.

10. **LAYOFF** - The Contractor shall furnish each employee who is laid off, whether temporarily or permanently, a copy of a layoff slip as provided by the Michigan Employment Security Commission.

11. **DISCHARGE** - If a worker is discharged, he/she must be paid within one (1) hour of the time of discharge and shall be paid straight time for any time he/she is required to wait beyond such one (1) hour. This shall be construed to apply only to normal working hours.

12. **VOLUNTARY QUIT** - If a worker quits of his/her own accord, he/she shall wait for his/her pay until the next regular pay day.

### 13. **FOUR (4) TEN (10) HOUR DAY WORK SCHEDULE**

- (a) The Contractor shall have the option of scheduling work on the basis of four (4) ten (10) hour days, Monday through Friday, at straight time, for any work week on a Company-wide basis, a work crew basis or a project basis.
- (b) The four (4) ten (10) hour days shall be scheduled on a weekly basis, Monday through Friday, on a Monday through Thursday or Tuesday through Friday schedule.
- (c) Any work over ten (10) hours in a day, or forty (40) hours in a week, and all work performed on Saturdays, Sundays and holidays shall be at time and one-half (1-1/2).
- (d) In the event work is unable to be performed on account of weather, Monday through Thursday, the Friday work may be scheduled for ten (10) hours at straight time as a make-up day.
- (e) The Contractor may work split crews; provided, however, when four (4) ten (10) hour days are scheduled, the Contractor shall not bring in workers not scheduled to work four (4) ten (10) hour days to avoid the payment of overtime when the Contractor elects to work that job five (5) days in the week.
- (f) When the Contractor elects to work four (4) ten (10) hour days under this Section, the Contractor will

call the Local Union and offer to hold a pre-job conference to inform the Union of the contemplated work schedule for the job,

- (g) When a Contractor scheduled work on a four (4) ten (10) hour day basis, the regular scheduled pay day shall be Thursday.

**14. BEVERAGE BREAK** - When Laborers are working in a composite crew with another trade on a bridge project for the same Employer, and that trade receives a non-alcohol beverage break, the Laborers shall receive the same non-alcohol beverage break.

## **ARTICLE IX GRIEVANCE AND ARBITRATION**

1. Should differences of any kind arise between any Contractor and the Union or any employees as to the interpretation, application or claimed breach of any of the terms of this Agreement, all such differences shall be submitted to the grievance procedures herein provided. It is specifically agreed that there will be no lockouts, strikes or stoppage of any work of any sort during the term of this Agreement.

2. Any employee who has a grievance shall promptly report the same to the Contractor or to his/her Steward who shall present the grievance to the Contractor and attempt to effect a settlement. In the event the grievance is not settled between the Steward and the Contractor, the employee shall state the grievance in writing. The same shall be taken up between the authorized Business Representative of the Union and the Contractor. Any grievance not submitted to the Contractor and the Union in writing within fourteen (14) days following the day to which the complaint is applicable shall not be grievable.

3. If any grievance is not settled as provided above, then either the Union or the Contractor may submit the grievance to the Joint Grievance Board herein provided for; provided, however, the grievance must be submitted in writing to the Board not later than thirty (30) days from the date of the

event or happening upon which the grievance is based. All employee grievances shall be signed by the employee and an authorized representative of the Union.

4. A Joint Grievance Board shall be created consisting of two (2) representatives selected by the Labor Relations Division of the Michigan Road Builders Association and two (2) representatives selected by the Michigan Laborers' District Council. All four (4) members of the Board shall constitute a quorum and must be present at all hearings.

5. The duty of the Joint Grievance Board shall be to hear all grievances submitted to the Board. Decisions of the Board shall be reached by a majority vote of the entire Board. The decisions of the Board shall be final and binding on the Contractor, the Union and the employee or employees involved.

6. If the Joint Grievance Board cannot settle or adjust a grievance or dispute, the matter shall be submitted to a disinterested arbitrator who shall be selected by and be acceptable to the Joint Grievance Board. In the event the Board is unable to mutually agree upon an arbitrator within five (5) days from the date of reaching impasse on a grievance or dispute, then the arbitrator shall be selected according to the rules and procedures of the American Arbitration Association. The arbitrator's fee shall be shared equally by the Contractor and the Local Union involved.

7. The arbitrator shall confine his/her decision to the dispute in question, and he/she shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement. The arbitrator's decision shall be final and binding upon the Contractor and the Local Union and the employee or employees involved.

8. It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over failure or refusal of a Contractor to pay the wage rates, overtime, health care contributions, pension contributions, vacation payments, Labor Management Trust contributions or Laborers' Train-

ing Fund contributions provided for in this Agreement; provided, however, that any dispute involving a particular employee's proper wage rate classification or eligibility to receive overtime pay, pension contributions, vacation payments, Labor Management Trust contributions or Laborers' Training Fund contributions shall be subject to the provisions of this Article.

## **ARTICLE X**

### **SUBCONTRACTORS**

The Contractor agrees in the event he/she subcontracts any work covered by this Agreement, to be performed on the job site, that he/she will furnish a copy of this Agreement to the subcontractor and will not subcontract with said subcontractor unless the subcontractor agrees that in the performance of the work he/she will comply with all rates, terms and conditions of this Agreement, except Article IV, Section 2.

## **ARTICLE XI**

### **EXTRA AGREEMENTS**

If the Union shall furnish workers to any contractor or employer within the State of Michigan on work covered by this Agreement upon any more favorable terms or conditions (including wage rates) than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to Contractors covered by this Agreement.

## **ARTICLE XII**

### **JOB NOTIFICATION**

The Laborers' District Council will furnish each Contractor job notification forms to be used to notify the Union of the location, commencement date and approximate number of laborers to be employed on each project. The Contractor will complete such form for each project and mail to the Laborers' District Council prior to the time work com-



mences on the project. Upon request of the Contractor or the Union, a pre-job conference shall be held at least five (5) days before the start of a job. At the pre-job conference, the contractors will notify the Union of known subcontractors and the type of work they will be doing. All requests for a pre-job conference are to be directed to the Laborers' District Council.

## **ARTICLE XIII**

### **EQUIPMENT AND FACILITIES**

1. Tools, rubber boots, hard hats, rain gear, implements and safety equipment, other than those customarily furnished by laborers, shall be supplied by the Contractor when necessary, to those workers required to work under conditions, which require the use of such articles. Upon furnishing any such articles to the worker, the worker may be required to sign a receipt acknowledging receipt of any such articles and the worker shall be responsible for the care, safekeeping and return thereof. Any article or articles furnished to a worker by the Contractor shall be returned by the worker to the contractor in the same condition as when received by the worker, subject to normal wear and use. Upon request and upon failure to return any such articles to the Contractor, the Contractor may deduct the cost of such articles from any pay owing to the worker. The Contractor will replace any article or articles furnished by the Contractor to the worker, which become unserviceable through normal wear and use, provided the unserviceable article is returned to the Contractor.

2. Adequate toilet facilities and clean drinking water will be provided.

3. All safety tools and wearing apparel to safely remove asbestos and hazardous or toxic waste, as required by law, shall be supplied by the Contractor.

## **ARTICLE XIV**

### **EQUAL EMPLOYMENT OPPORTUNITY**

The parties agree to provide training opportunities to assure the increased participation of minority group persons in the highway construction industry in compliance with orders issued by the Federal Highway Administration.

When a Contractor is required to hire on-the-job trainees pursuant to Michigan Department of Transportation ("MDOT") requirements, the on-the-job trainees shall be paid the rate specified by MDOT. At the request of the Union, the Contractor and the Union will meet with MDOT concerning the number of on-the-job trainees required on any job.

## **ARTICLE XV**

### **SAFETY**

All Contractors and workers working under this Agreement shall abide by all applicable federal, state and local safety laws, rules and regulations. All safety equipment required to be furnished by the Contractor to meet the requirements of the Federal Occupational Safety and Health Act (OSHA) shall be furnished by the Contractor.

## **ARTICLE XVI**

### **TERMINATION**

This Agreement shall remain in full force and effect until the 1st day of June, 2008, and thereafter shall continue in force from year to year, unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the end of any additional contract year, of its intention to make changes in or terminate this Agreement. Such written notice shall specify any changes or amendments desired by the party giving notice and shall be sent by either certified mail or by registered mail to the other party.

Contractors who are not members of the L.R.D. or who are not represented by the L.R.D. for purposes of collective bargaining, who agree to be bound by the terms of this Agreement, further agree that notice of intention to make

changes in or terminate this Agreement given to the L.R.D. as provided immediately above shall serve as timely notice to said Contractors.

## SIGNATURES

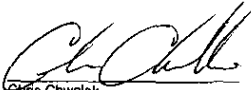
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LABOR RELATIONS  
DIVISION OF THE  
MICHIGAN ROAD  
BUILDERS  
ASSOCIATION

By:   
\_\_\_\_\_  
Anthony Milo  
Secretary

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

By:   
\_\_\_\_\_  
Gary Jorgensen  
Business Manager

  
\_\_\_\_\_  
Chris Chwalek  
Secretary-Treasurer

## DIRECTORY - LOCAL UNIONS

City, Local Number, Address, Telephone,  
Fax and Counties

**Battle Creek #355: 1500 E. Columbia Ave., 49014  
(269) 962-8010, FAX (269) 962-1431**

Barry, Calhoun, Branch, Allegan, St. Joseph, Kalamazoo,  
Van Buren, Cass, Berrien, Oceana, Newaygo, Muskegon,  
Manistee, Mason, Lake, Kent, Ottawa, Ionia (excluding  
the City of Portland), Montcalm, Mecosta and Osceola.  
Alex Zurek, Business Manager.

**Detroit #334: Penobscot Building, 645 Griswold,  
Suite 970. Detroit, MI 48226 (313) 964-9122,  
FAX (313) 965-7524**

Wayne and Macomb. Scott Covington, Business Manager.

**Monroe #465: 1110 E. Second St., 48161 (734) 241-  
5488, FAX (734) 241-1378**

Monroe, Lenawee, Jackson and Hillsdale. Jerry McKart,  
Business Manager.

**Ann Arbor #959: 3080 Platt Rd., 48104 (734) 971-  
5212, FAX (734) 971-0094**

Washtenaw and the Southeast Portion of Livingston  
County bordered by M-59 on the North and M-151 (Oak  
Grove Road) on the West, South from Howell to and  
including Pinckney. Robert Malcolm, Business Manager.

**Lansing #998: 4209 S. Pennsylvania Ave., 48910 (517)  
393-9464, FAX (517) 393-3215**

Ingham, Eaton, Clinton and the City of Portland in Ionia  
County and the West portion of Livingston County to M-  
151 (Oak Grove Road) from Cohoctah to Pinckey  
including all of the City of Howell. Dale Brzezinski,  
Business Manager.

**Flint #1075: P.O. Box 5188, 48505 (810) 686-8381,  
FAX (810) 686-1906**

Lapeer, Genesee, Sanilac, Shiawassee and St. Clair.  
Dan Husted, Business Manager.

**Pontiac #1076: 760 Joslyn Ave., 48340  
(248) 334-0509, FAX (248) 334-0584**

Oakland and the North East portion of Livingston County  
bordered by M-151 (Oak Grove Road) on the West and M-  
59 on the South. Bob Chwalek, Business Manager.

**Saginaw #1098: 345 Morley Dr., 48601  
(517) 752-6146, FAX (517) 752-5799**

Saginaw, Bay, Midland, Gratiot, Isabella, Huron, Tuscola,  
Arenac, Gladwin, Clare, Ogemaw, Roscommon, Grand  
Traverse, Wexford, Missaukee, Kalkaska, Antrim,  
Leelanau, Benzie, Crawford, Otsego, Oscoda, Emmet,  
Charlevoix, Cheboygan, Alcona, Alpena, Iosco, Presque  
Isle and Montmorency. Kendall Pilarski, Business  
Manager.

**Detroit #1191: 2161 W. Grand Blvd., 48208  
(313) 894-2241, FAX (313) 894-6250**

Wayne, Macomb Counties. State Highway Work, Bridge  
Work and Airport Runway Work in the Lower Peninsula.  
Jimmy Cooper, Business Manager.

**Iron Mountain #1329: P.O. Box 863, 49801  
(906) 774-6070, FAX (906) 774-1199**

Upper Peninsula. Geno Alessandrini, Business Manager.

MICHIGAN LABORERS' DISTRICT COUNCIL  
302 S. WAVERLY ROAD, SUITE 8  
LANSING, MICHIGAN 48917-3631  
(517) 321-2349  
Fax (517) 321-3266

Gary Jorgensen, Business Manager  
Chris Chwalek, Secretary-Treasurer

## MEMORANDUM OF UNDERSTANDING

It is understood that Laborers' Local 1191 shall have jurisdiction over all highway work, as defined in this Agreement, anywhere in the State of Michigan, excluding the Upper Peninsula, which is performed pursuant to contract between the Contractors and an agency of the State of Michigan or the United States Government, without regard to the source of funds for the payment of such highway work, as well as all highway work, as defined in this Agreement, performed in Wayne and Macomb Counties, whether or not performed pursuant to contract with an agency of the State of Michigan or the United States Government.

All highway work, as defined in this Agreement, not performed pursuant to contract with an agency of the State of Michigan or the United States Government, or not performed in Wayne and Macomb Counties, shall be under the jurisdiction of the Local Union having territorial jurisdiction over the area where such highway work is being performed.

This clause will, in no way, amend the Laborers' International Union's General Executive Board Decision under date of February 5, 1962, dealing with matters of jurisdiction in the State of Michigan.

LABOR RELATIONS  
DIVISION OF THE  
MICHIGAN ROAD  
BUILDERS  
ASSOCIATION

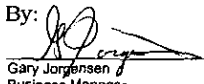
By:



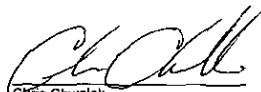
Anthony Milo  
Secretary

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

By:



Gary Jorgensen  
Business Manager



Effis Chwalek  
Secretary-Treasurer

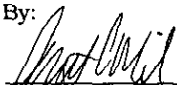
## MEMORANDUM OF UNDERSTANDING

In interpreting and applying Article X (Subcontractors) of this Agreement, it is understood and agreed that the Contractor shall not be liable for any subcontractor's failure to comply with the rates, terms and conditions of this Agreement, except where the subcontractor is a corporation or other business entity in which the Contractor has a controlling ownership interest (i.e., at least fifty percent (50%) ownership interest) and except to the extent of any liability the Contractor may have by law with respect to work covered by the Federal Davis Bacon Act, the Michigan Prevailing Wage Rate Act or a prevailing wage rate law of a Local Unit of government. Nothing in this Memorandum of Understanding shall negate the contractor's responsibility under Article X of the Agreement.

LABOR RELATIONS  
DIVISION OF THE  
MICHIGAN ROAD  
BUILDERS  
ASSOCIATION

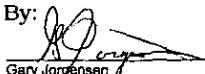
LABORERS' INTERNATIONAL  
UNION OF NORTH  
AMERICA, AFL-CIO,  
MICHIGAN LABORERS'  
DISTRICT COUNCIL

By:

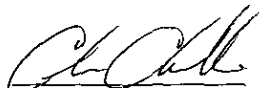


Anthony Milo  
Secretary

By:



Gary Jorgensen  
Business Manager



Grins Chwalek  
Secretary-Treasurer

**2003-2008 ROAD BUILDERS  
CONTRACT TO BE EXECUTED BETWEEN AN  
EMPLOYER WHO IS NOT A MEMBER OF THE  
SIGNATORY GROUPS COVERED BY THIS  
AGREEMENT**

We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing 2003-2008 Agreement by and between the LABOR RELATIONS DIVISION of the MICHIGAN ROAD BUILDERS ASSOCIATION and the MICHIGAN LABORERS' DISTRICT COUNCIL of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, and to become a party thereto. It is also agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Article XVI of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it was served upon the Employer personally. Finally, the Employer agrees that, unless he notifies the Union to the contrary by certified mail at least sixty (60) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding sentence.

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

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

**FUTURE RECOGNITION CLAUSE**

It is hereby agreed that the Employer shall voluntarily recognize the Union as the exclusive collective bargaining representatives, 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 \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_ Local No. \_\_\_\_\_

By \_\_\_\_\_

## EXHIBIT A

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

**TENDERS** - Tending masons, plasters, carpenters and other building and construction crafts and mixing, handling and conveying of all materials used by mason, plasterers, carpenters and other building and construction crafts, whether done by hand or another process, drying of plastering when done by salamander heat and cleaning of all debris.

**SCAFFOLDING** - Building of scaffolding and staging for masons and plasterers.

**EXCAVATING AND FOUNDATIONS** - Excavating of building and all other construction; digging of trenches, piers, foundations and holes, digging lagging, sheeting stripping and dismantling of forms, bracing and propping of foundations, holes, caissons, cofferdams, dams and dikes.

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

**STREETS, WAYS AND BRIDGES** - Work in the excavation, preparation, concreting, paving, stripping and dismantling of forms, ramming, curbing and surfacing of streets, ways, courts, underpasses, overpasses, and bridges and the grading and landscaping thereof and all other semi and unskilled labor connected therewith.

**TRENCHES, MANHOLES, ETC.** - Cutting of streets and ways for laying of conduits for all purposes, digging of trenches, manholes, etc., handling and conveying of all materials for same, concreting of same, backfilling, stripping, and dismantling of forms, 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, aqueducts, culverts, flood controls, airports and all stripping and dismantling of forms.

**UNDERPINNING AND SHORING** - Shoring, underpinning, raising of all structures and stripping and dismantling of forms.

**DRILLING AND BLASTING** - All work of drill running and *blasting*.

**COMPRESSED AIR** - All work in compressed air construction.

**SIGNAL MEN** - Signal men in all construction work.

**GENERAL EXCAVATING AND GRADING** - The clearing, excavation, filling, backfilling, grading and landscaping of all sites for all purposes, and all semi and unskilled labor connected therewith.

**FACTORIES** - Laborers in factories and mills.

**GENERAL LABORERS** - All laborers in shipyards, material yards, junk yards, cemeteries and the cleaning of streets, ways and sewers and all laborers' work of an unskilled and semi-skilled character.

**PITS, YARDS AND QUARRIES** - All drillers, blasters, signal men, and laborers in quarries, crushed stone yards and *gravel and sand pits*.

**WRECKING** - The wrecking of buildings and all structures.