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2004-2007

STANDARD WORKING AGREEMENT

between

**MICHIGAN CHAPTER
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.
Labor Relations Division**

**SOUTHWESTERN MICHIGAN
CONTRACTORS' ASSOCIATION**

and

**CONSTRUCTION LABORERS' LOCAL 355
MICHIGAN LABORERS' DISTRICT COUNCIL**

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AGREEMENT

Agreement made and entered into on **June 1, 2004** between the Southwestern Michigan Contractors' Association, a Michigan non-profit corporation, and the Labor Relations Division of the Michigan Chapter, Associated General Contractors of America, Inc., and other non-member contractors, whose signature appears on the last page of this Agreement, all hereinafter designated as the "Employers", and the Michigan Laborers' District Council and Construction Laborers' Local 355 hereinafter designated as the "Union" in the geographical jurisdiction as follows:

Zone 1 includes the Counties of Allegan, Barry, Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph and Van Buren.

Zone 2 includes the Counties of Ionia (excluding the City of Portland), Kent, Lake, Manistee, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola and Ottawa.

WITNESSETH

WHEREAS: The parties hereto desire to stabilize employment in the Building and Heavy Construction Industry and to agree upon rates of wages, conditions, and terms of employment and,

WHEREAS: The parties hereto are desirous of preventing strikes and lockouts and facilitating peaceful adjustments of grievances and disputes between the Employer and employee.

WHEREAS: The parties are desirous of providing a rational economic environment in the construction industry for the benefit of the parties of this Agreement, to the customer of construction services, and the community as a whole.

IT IS HEREBY UNDERSTOOD, and mutually agreed as follows:

DECLARATION OF PRINCIPLES

The principles upon which this Agreement is based are:

SECTION 1. It is understood the employees shall perform a fair and honest day's work at all times while on the job.

SECTION 2. There shall be no restrictions of the use of machinery, tools, or appliances, provided the same are of standard size and standard equipment. Use of new labor-saving devices and equipment shall, however, become a matter of economic interest to the Union and to the Employer; provided, however, that where there is any dispute over work jurisdiction or assignment of work, such dispute shall be governed by Article VIII of this Agreement.

SECTION 3. The Employers and employees agree to abide by all the rules and regulations of the Michigan Construction Safety Commission and the Occupational Safety and Health Act. Employees will be subject to discharge for failure to comply. It is understood the Union will be notified prior to any such discharge.

SECTION 4. There shall be no discrimination against employees by reason of race, color, religion, nationality, origin, ancestry, age, or sex.

SECTION 5. If the Union shall intentionally furnish employees to any Employer in any geographical jurisdiction of this Agreement, for the type of work covered by this Agreement, upon any more favorable terms or conditions (including wage rates, overtime work and fringe benefits) than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.

ARTICLE I EMPLOYMENT

SECTION 1. The Employers agree that in the employment of employees to perform the various classifications of Labor required in the work under this Agreement, they or their representative shall, except under unusual circumstances, notify the Local Union within twenty-four (24) hours before hiring new employees so as to afford the Local Union an opportunity to refer applicants to such employment. They will not discriminate against applicants because of membership or non-membership in the Union. The Union in its referral of applicants to the Employers agrees that it will not discriminate against said applicants because of membership or non-membership in the Union. When a new Laborer is hired, their name, address, social security number and job site working on will be faxed to the Local Union within eight (8) days of the date of hire.

Section 2. Union Security: (a) It is agreed that, as a condition of employment, all present and future employees covered by this Agreement shall, after completion of their seventh (7th) day of employment, and as a condition of continued employment, either become a member of the Union and pay dues and fees thereto, or shall pay an amount equal to the Union's initiation fee and the regular monthly dues and assessments uniformly required of other employees in the bargaining unit or members of the Union. The continued employment by the Contractor of employees covered by this Agreement shall be conditioned upon payment by such employees of the initiation fee and periodic dues as herein defined. The failure of any person to pay, or tender, the initiation fee and periodic dues shall obligate the Contractor who employs such person, upon written notice from the Union to that effect and assurance by the Union that membership as herein defined was and is available to such person on the same terms available to other applicants for such membership, to forthwith discharge such person within ten (10) days of notification.

(b) The Union further agrees that it will not require the Employers, or any Employer, to take any action that violates the provisions of the Labor Relations Act of 1947, or the Labor Management Act of 1959, as the same now exists or may hereafter be amended.

(c) The Employer shall not be obligated hereunder to discharge or discriminate against any employee for non-membership in the Union.

SECTION 3. The Employers shall be at liberty to employ, in accordance with Section 1, whomsoever they see fit, and the Employers shall be the judge of the work to be performed, and also whether such work performed by any employee employed is or is not satisfactory.

SECTION 4. The duly authorized Representative of the Union shall be permitted, as long as they do not unreasonably interfere with the progress of work, to call on Laborers on the job and to collect initiations or other assessments legally owing to the Union, and where necessary, the Employer shall furnish a pass to enter on such job, if possible.

SECTION 5. The Employers agree to make reasonable efforts, when subcontracting Laborers' work covered by this Agreement, to subcontract said work to a firm or corporation who will abide by all conditions of this Agreement.

SECTION 6. It is understood and agreed that the provisions of this Agreement, including the labor classifications and approved wage rates, do not apply to highway construction, underground, hazardous waste, asbestos and lead abatement. Highway construction is defined as: Construction of thoroughfare, road or any bridge or viaduct built as a state highway and all sewer, water or conduit work related thereto, which is built in conjunction with a Michigan State Highway.

ARTICLE II WAGES AND FRINGE BENEFITS

SECTION 1. The rate of wages to be paid Laborers and other classifications under the jurisdiction of the Laborers' International Union of North America shall be:

Zone 1 includes the Counties of Allegan, Barry, Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph and Van Buren.

Zone 2 includes the Counties of Ionia (excluding the City of Portland), Kent, Lake, Manistee, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola and Ottawa.

Effective the first full pay period on or after June 1, 2004:

CLASS A: All Construction Laborers on buildings, pumps, well wheels, air, electric or gasoline tools, motor driven buggies, Laborers on fire watch duty, working on swing scaffolds, heavy construction work, carpenter tender, cement finisher tender, heater tender, flagperson, except foremen and others falling within specified classifications.

	<u>Zone 1</u>	<u>Zone 2</u>
*Base Rate	\$17.50	\$16.96
*Vacation Pay (Deduct)	(1.50)	(1.50)
Health Care	3.50	3.50
Pension	2.73	2.73
Annuity	.07	.07
Training	.35	.35
LECET	<u>.07</u>	<u>.07</u>
Gross Wage	\$24.22	\$23.68
CIAP	<u>.11</u>	<u>.11</u>
Total	\$24.33	\$23.79

*Taxable Income

CLASS B: Jackhammer operators, crocklayers and caisson workers in buildings.

	<u>Zone 1</u>	<u>Zone 2</u>
*Base Rate	\$17.75	\$17.21
*Vacation Pay (Deduct)	(1.50)	(1.50)
Health Care	3.50	3.50
Pension	2.73	2.73
Annuity	.07	.07
Training	.35	.35
LECET	<u>.07</u>	<u>.07</u>
Gross Wage	\$24.47	\$23.93
CIAP	<u>.11</u>	<u>.11</u>
Total	\$24.58	\$24.04

*Taxable Income

CLASS C: Top men on chimneys or towers over thirty feet (30') in height, material mixers, operators of portable mixers, plasterer tenders, mason tenders that have received certification from the MLTAI for mason tending, and MLTAI-certified demolition burner.

	<u>Zone 1</u>	<u>Zone 2</u>
*Base Rate	\$18.25	\$17.71
*Vacation Pay (Deduct)	(1.50)	(1.50)
Health Care	3.50	3.50
Pension	2.73	2.73
Annuity	.07	.07
Training	.35	.35
LECET	<u>.07</u>	<u>.07</u>
Gross Wage	\$24.97	\$24.43
CIAP	<u>.11</u>	<u>.11</u>
Total	\$25.08	\$24.54

*Taxable Income

CLASS D: Concrete Specialist – applies to both Zones: When there are no Cement Finishers available, the classification of Concrete Specialist may be utilized and shall include troweling, finishing, screeding, patching, cutting and curing of cast in place or precast concrete by any and all methods. Those working under this classification will receive a minimum of four (4) hours pay. Those working more than four (4) hours under this classification will receive this rate for the remainder of the day.

	<u>Zone 1</u>	<u>Zone 2</u>
*Base Rate	\$20.74	\$19.66
*Vacation Pay (Deduct)	(1.50)	(1.50)
Health Care	3.50	3.50
Pension	2.73	2.73
Annuity	.07	.07
Training	.35	.35
LECET	<u>.07</u>	<u>.07</u>
Gross Wage	\$27.46	\$26.38
CIAP	<u>.11</u>	<u>.11</u>
Total	\$27.57	\$26.49

*Taxable Income

Effective the first full pay period on or after June 1, 2005, there will be a total package increase of One Dollar (\$1.00)—Breakdown to be determined by the Union. Effective the first full pay period on or after June 1, 2005, the CIAP will be Twelve Cents (\$.12).

Effective the first full pay period on or after June 1, 2006, there will be a total

package increase of One Dollar (\$1.00)—Breakdown to be determined by the Union. Effective the first full pay period on or after June 1, 2006, the CIAP will be Thirteen Cents (\$.13).

SECTION 2. Apprenticeship Program. 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. All Inexperienced Laborer language will become null and void after September 1, 2004.

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

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

**ARTICLE III
FRINGE BENEFITS**

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

- 1) The Trust Agreement for the Michigan Laborers' Vacation Fund, dated October 1, 1968;
- 2) The Trust Agreement for the Michigan Laborers' Pension Fund, dated October 1, 1966;
- 3) The Trust Agreement for the Michigan Laborers' Training and Apprenticeship Fund, dated September 1, 1971;
- 4) The Trust Agreement for the Michigan Laborers' Health Care Fund, dated May 1, 1973.
- 5) The Trust Agreement for the Michigan Laborers' and Employers' Cooperation and Education Trust Fund, dated June 1, 1994.
- 6) The Trust Agreement for the Michigan Laborers' Annuity Fund dated March 1, 1997.

The Contractor specifically agrees to be bound by the Trust Agreements establishing the above Trust Funds and any amendments, rules, regulations or other requirements relating to the Funds adopted by the Trustees of each respective Fund.

Contributions to the above-referenced Fringe Benefit Funds shall be paid by the 15th day of the month following the month the employee worked. The Contractor and the Union

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

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

The Contractor also agrees that if, as a result of an audit ordered by the Trustees of one of the Fringe Benefit Funds, he is found to have been substantially inaccurate in reporting, or late in remitting contributions due, he may be charged the cost of conducting such audit, at the discretion of the Trustees involved.

Finally, the Contractor agrees that if, as a result of the Contractor's failure to pay fringe benefit contributions and liquidated damages as required by this Agreement, the Fund Trustees institute legal proceedings, the Contractors shall be responsible for all costs, including actual attorney fees, incurred by the Funds as a result of such litigation.

It is expressly understood that nothing contained in this Agreement shall deny the Trustees of any Fund the right to assess liquidated damages and pursue whatever legal remedies are available, including, but not limited to, both contractual and statutory state and federal remedies, to collect delinquent contributions and liquidated damages or otherwise enforce their rules, regulations and Trust Agreement provisions. The pursuit of such legal remedies by the Trustees shall not render any other provision of this Agreement inoperative.

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

Performance Based Annual Physicals. Annual performance-based physicals will be added to the Agreement when the Michigan Laborers' Health Care Fund offers one in conjunction with the annual physical program. There will be no cost to the employee or the Union for the annual performance-based physical.

SECTION 2. Pension. The Employer agrees to pay into the Michigan Laborers' Pension Fund. All pension contributions shall be paid at the rate specified in Article II on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be made on each and every employee whether probationary, non-union members, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' District Council Pension Fund to such depository as designated by said Trustees.

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

SECTION 4. Labor Management Trust. All Labor Management Trust Fund contributions shall be paid at the rate specified in Article II on actual hours worked without regard to whether the employee was working straight time or overtime. These contributions shall be on each and every employee whether probationary, non-union members, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' and Employers' Cooperation and Education Trust (LECET) Fund to such depository as designated by said Trustees.

SECTION 5. Training Fund. (a) The Employer agrees to make payments to the Michigan Laborers' Training and Apprenticeship Fund. All training contributions shall be paid at the rate specified in Article II on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be made on each and every employee whether probationary, non-union members, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the trustees.

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

SECTION 6. Annuity. The Employer agrees to pay into the Michigan Laborers' Annuity Fund on actual hours worked. All annuity contributions shall be paid at the rate specified in Article II on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month as determined by the Trustees of the Annuity Fund to such depository as designated by the Trustees.

SECTION 7. Violation of Payment. The Employer agrees to pay all cost and collection charges resulting from late payments and delinquent contributions and further agrees to

abide by the rules and regulations promulgated by the Trustees of said Funds. If the Employer fails to make fringe benefit contributions in accordance with this Agreement, the Union may take economic action against the Employer, provided it gives written or telegraphic notice of seventy-two (72) hours, excluding Saturday, Sunday or Holidays to said Employer and the Association before taking such action.

SECTION 8. Fringe Benefit Security. Any Employer who does not have an established satisfactory record of payment and any Employer who should become delinquent in the monthly record of fringe benefit payments, as determined by the Fund Trustees, may be required to post a certified check or bond in an amount to be determined by the Trustees to secure payment of fringe benefit funds payable to the Trustees of said enumerated fringe benefit fund.

SECTION 9. Reports. The Employer agrees to file monthly reports along with the payment of the above fringe benefit contributions to the depository, with a copy of the monthly report to the Administrator and Union in the time and manner prescribed by the Trustees.

SECTION 10. Adjustment of Contributions. (a) If, during the life of this Agreement, the Union and the Association agree to a change in the Employer's contributions to the above-mentioned Funds, the employee's hourly rate shall be adjusted accordingly.

(b) In the event that any of the Trust Funds, except the Construction Industry Advancement Program, referred to herein shall cease to exist, then the amount of the contribution shall be included in the rate of pay of the employee.

SECTION 11. Delinquent Contractors: In order to assure compliance by all Employers in making the contributions required by this Article, the Union and the Association may request from the Administrator of the Trust funds each month, a list of Employers who are delinquent in making the required payments. The list will be made available to signatory contractors and to representatives of the Union in order to encourage compliance with the obligations of this Article.

ARTICLE IV WORKING HOURS AND CONDITIONS, OVERTIME, PREMIUM RATE, ETC.

SECTION 1. All tools, boots, implements and equipment, other than those customarily furnished by the employees, necessary to perform any of the work covered by this Agreement, a suitable heated place wherein the employees may change their clothes and partake of their lunch, and sanitary facilities shall be provided by the Employer.

SECTION 2. The regular workday shall be construed as eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m., including a thirty (30) minute lunch period between the hours of 11:30 a.m. and 1:30 p.m., Monday through Friday. In no event shall any Laborer work any longer than five (5) hours without a lunch period. In the event the employees are not allowed a full thirty (30) minute consecutive lunch period, they shall be paid for the one-half

(1/2) hour at the prevailing overtime rate and shall be allowed sufficient time to eat. Pay for the same eight (8) hours shall be at the regular wage rate. Time and one-half (1½) shall be paid for all overtime, Monday through Friday and all day Saturday, except that a Saturday make-up day for straight time may be scheduled only if weather or holiday related. Such work would be considered **voluntary** by the employee. Said make-up day would be applicable only if all trades working on the job for the same Employer, excluding Crane Operators, are working under the same terms. If another trade is working on the same job for the same Employer, at a higher rate of overtime, the Laborers on that job will receive the same rate of overtime pay. All work scheduled for a make-up day will be scheduled for an eight hour day.

All work performed on Sundays and Holidays shall be paid at double (2) the straight time rate. By mutual agreement between the Employer and the Union Representative, the time of starting and stopping may be changed. In such event, the lunch period may be adjusted accordingly.

SECTION 3. Employee Break. There shall be a ten (10) minute mid-morning employee break period at a time, and in accordance with rules, established by the Employer.

There shall be a ten (10) minute mid-afternoon employee break period at a time, and in accordance with rules, established by the Employer if the Employer gives an afternoon break to any of his employees on a project basis.

SECTION 4. Any employee working on shift work after 4:30 p.m. shall receive one-seventh (1/7) of the hourly rate over and above the regular rate. No member shall be permitted to work more than one (1) shift during the calendar twenty-four (24) hours. Shift work shall be considered as work scheduled for a separate crew of employees outside of regular working hours, which continues for more than one (1) calendar day. When working seven (7) hours on a shift, the Employer shall pay fringes for eight (8) hours.

SECTION 5. For the purpose of computing premium time under this Agreement, the definition of a calendar day is midnight to midnight.

SECTION 6. Four (4) Ten (10) Hour Work Week.

A 4 - 10's work week must be approved by the Union prior to implementation and must run four (4) consecutive days between Sunday midnight through Friday midnight. Anything over ten (10) hours per day is to be paid at time and one half (1½) rate. Employees desiring to work on Friday as a make-up day at the straight time rate must commit their intent no later than noon on Thursday. Employees desiring to work on Saturday as a make-up day at straight time rate must commit their intent no later than noon on Friday. Employees shall not be discriminated against whatsoever for not working a make-up day. The Union is to be informed of make-up days worked on either Friday or Saturday. Hours worked on Friday and/or Saturday, except for inclement weather make-up hours, shall be paid at time and one half (1½). In order for Saturday to be a make-up day, work must be scheduled for Friday. The 4 - 10 hour work week must be scheduled to begin on Monday, except in the event of inclement weather or a holiday. Said make-up day would be applicable only if all trades working on the job for the same Employer, excluding Crane

Operators, are working under the same terms.

SECTION 7. Reporting Time. When employees report for work and no work is provided, weather permitting, they shall receive pay for two (2) hours at the regular rate for reporting, unless they have been notified before the end of their last preceding shift not to report to work. Any employee who reports for work and for whom work is provided shall receive no less than four (4) hours' pay, and if more than four (4) hours are worked in any one day, shall receive not less than a full day's pay, unless prevented from working for such reasons beyond the control of the Employer, including, but not limited by such factors as inclement weather, a breakdown causing a discontinuance of a major unit of the project during which time the employees are not required or requested to remain on the project by the Employer or his agent, or completion of the project.

SECTION 8. In the event any employees are assigned to work falling in a higher classification, they shall, weather permitting, receive not less than two (2) hours' full pay at the rate established in this Agreement for such classification.

SECTION 9. If employee or employees perform the work of Concrete Specialist as defined in Article II, Class D, they shall receive a minimum of four (4) hours' pay at that rate. Those working more than four hours under this classification will receive this rate for the remainder of the day.

SECTION 10. (a) When employees are injured in the course of employment and unable to complete their regular shift, they shall receive their regular eight (8) hours' pay, including fringes.

(b) When treatment for an injury occurred in the course of employment is scheduled by a doctor on a date, and at a time that would cause additional time off the job, said time off (up to two (2) hours) shall be paid at the employee's rate of pay. Only pay for actual scheduled time lost on the job shall be paid.

(c) Employees shall produce evidence of time spent receiving treatment when requested to do so by the Employer.

SECTION 11. When employees are injured in the course of employment and upon proper release from their doctor, the employee shall be reassigned to work by the same Employer or shall be given a separation slip indicating layoff.

SECTION 12. No employee shall be required to work in any excavation six feet (6') deep or deeper, unless such excavation is adequately sloped or shored.

SECTION 13. All legal Holidays shall be observed by both parties hereto. The legal Holidays recognized are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Double (2) time shall be paid for all work done on these holidays. No work shall be performed on Labor Day, except in extreme emergency to save life or property. When a Holiday falls on Sunday, both parties hereto shall recognize as a holiday the date on which it is legally celebrated.

SECTION 14. (a) The Employers shall provide protection as required under the provisions of the Workers' Compensation Law of the State of Michigan. The Employer shall also make contributions for their employees under the Michigan Employment Security Act, regardless of the number of employees employed by them.

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

SECTION 15. No Laborers shall be allowed to work on a job unless paid in accordance with Article II.

SECTION 16. When an Employer transfers employees from one job to another during working hours, they shall be paid for the time spent in traveling between jobs, and they shall not be required to go from one job to another during their lunch period without pay.

SECTION 17. When there are General Foremen employed, the rate shall be determined by the Employer, but shall not be less than ten percent (10%) more than the applicable Laborers rate. When six (6) or more Laborers are employed (by a single Employer) on any given project and are not assigned to another craft foreman, then one (1) shall be selected as a working Laborers' foreman. The Employers shall have an optional right to hire their foreman or foremen directly or through the representative of the Union, and said foreman or foremen, and any other form of supervision of Laborers, including Concrete Specialist Foreman, shall be paid at a rate to be determined by the Employer, but it shall not be less than five percent (5%) rounded up to the next whole cent more per hour than the applicable rate.

SECTION 18. Key Personnel. The Employer shall be allowed to bring Key Personnel from outside the area covered by this Agreement to the project who may have the experience and qualifications necessary to the Employer's efficiency in carrying out the work covered by the Agreement, provided sufficient time is allowed the Key Personnel to secure the required permits from the Local Union in which such project is located.

Ratio. Any Employer who performs work in the jurisdiction of Construction Laborers' Local 355 shall employ not less than fifty percent (50%) of the employees from among employees of this area when available.

SECTION 19. Unless otherwise provided in writing between each employee and the Employer, employees shall be paid once each week on the job during working hours in currency or by check on a bank within the area of this Agreement. The Union shall be sent a list of employees who have selected an alternate method of pay. Employees will not be discriminated against for their selection of pay. Members failing to receive their wages on

the regular payday, due to the fault of the Employer, shall immediately notify the Business Manager who will proceed at once to collect the amount due, including pay for all waiting time. This waiting time is to apply to the Employers who willfully neglect or do not make it their duty to pay their employees at the proper time.

SECTION 20. If any employees are discharged from employment or laid off by an Employer (or representative), they shall be paid off immediately, and also be given a written notice of termination. If the Employees are given an office order or if they are not paid until the next morning, they shall be paid for one (1) hour extra and they shall be paid for all working time they are forced to wait until paid, unless prior alternative arrangements have been made between the employee and the Employer or the Employer and the Union. Any alternative arrangements made between the parties must be reduced to writing and signed.

SECTION 21. Where employees are required to pick up tools and/or equipment, a reasonable amount of time prior to the end of the workday shall be allowed such employees.

SECTION 22. Drug Testing & Safe2Work. The Employer, at his discretion, may implement random and/or for cause, alcohol and/or substance abuse testing policy of his employees. Said policy must be approved by the Local Union prior to implementation. All time spent during testing is considered time worked.

The Employer and Representatives of the Union agree to work with the Outstate MUST Labor Management Group that is forming.

SECTION 23. Emergency Response. Work performed within the Laborers' jurisdiction at nuclear plant facilities only. If a situation arises where a Laborer is called to work outside regular working hours as stated in Article IV, Section 2, for work other than scheduled, start time begins when said Laborer accepts the emergency assignment with the understanding said Laborer arrives at the job site (within 100 miles of their residence) within two (2) hours of the call.

ARTICLE V JURISDICTION OF WORK

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

ARTICLE VI STEWARDS

SECTION 1. When the Business Manager of the Union deems it advisable, the Business Manager shall appoint a working steward or stewards on any given project. Said steward or stewards shall be retained on any given project as long as two (2) or more members of their craft are employed on the job by their Employer.

SECTION 2. In case the steward or stewards cannot settle any dispute or grievance, the Business Manager shall be notified to take up with the Employer such grievance. For all purposes of the Agreement, it is understood that the duties of the steward are limited to:

- (a) To insist that the provisions of this Agreement be complied with by the Employer and the Union.
- (b) To check individual's membership book or permit in accordance with the rules of the Union during working hours.
- (c) To check Laborers employed at the site of their employment and to assist the Business Manager in the enforcement of the working Agreement. Said stewards are under direct supervision of the Business Manager in all matters pertaining to this Agreement.
- (d) The Employers or their agent, agree not to layoff, discharge, or transfer a steward on any job until the matter has been discussed with the Business Manager.
- (e) The steward shall report all lost time accidents to Local Union.

ARTICLE VII CHECKOFF

The Employer agrees to honor upon presentation by the Union, all assignments for initiations and reinstatement fees. Also working dues for employees whose Local Union is outside the jurisdiction of the Agreement which have been properly signed by an employee to deduct the amount stated thereon from the wages earned by that employee and to pay the amount so deducted to the Local Union, once each month; provided, however, 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 hereof to the Employer and the Union at least sixty (60) days, and no more than seventy-five (75) days before any periodic renewal date.

The Union will hold the company harmless and indemnify them for any loss suffered beyond the fault of the Employer.

ARTICLE VIII GRIEVANCE PROCEDURE

SECTION 1. In the event a dispute occurs due to a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof, an earnest effort will be made to settle such dispute between the Contractor and/or his Representatives and the Union. If the dispute cannot be resolved in two (2) working days by this method, either party can then refer the matter to the Joint Grievance Committee as outlined hereafter.

SECTION 2. The Joint Grievance Committee shall be composed of four (4) members; two (2) from the Employers appointed by the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division and two (2) from the Union appointed by the Michigan Laborers' District Council. Following appointment said Grievance Committee shall meet, elect a Chairman and a Secretary, adopt rules of procedure which will bind the parties concerned, and proceed to consider any matters properly before it. The Joint Grievance Committee shall have the powers only to adjust disputes that may arise due to a misunderstanding, misinterpretation and/or violation of the Agreement or any section thereof. No Committee member shall be directly involved in the dispute to be resolved by said Committee.

SECTION 3. All complaints based on a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof shall be referred to the Joint Grievance Committee in writing, and said Committee shall meet within two (2) working days of receipt of said complaint to consider the same. If the Committee, within two (2) working days after such meeting, is unable to decide the matter before it, the members of the Committee shall choose a fifth (5th) member. Should the Committee be unable to agree on the fifth (5th) member within two (2) days, the Director of the Federal Mediation and Conciliation Service shall be requested to supply a list of five (5) arbitrators from which the Union and the Association shall alternately strike two (2) each with the remaining one (1) to become the fifth (5th) member. The decision of said Committee shall be determined by a majority of its members and shall be rendered within five (5) days after such a submission. Said decision shall be final and binding upon the parties. Any expense involved in the operation of the Committee shall be borne equally by the parties involved in the dispute.

SECTION 4. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized, unless called to the attention of the Employer and the Union in writing within seven (7) calendar days after alleged violation was committed.

SECTION 5. Pending final decision on any matter by the Joint Grievance Committee, no action will be taken by either party that will halt or interrupt the orderly conduct of the Employer's business.

SECTION 6. The time constraints provided herein may be waived by mutual agreement between the parties, except for Section 4 in this Article.

SECTION 7. Except as herein otherwise provided, the violation of payment of wages, overtime work, (complaint for wages and overtime must be filed within seven (7) days of

violation with the Local Union having jurisdiction) any and all fringe benefits payments, as provided in this Agreement, shall not be considered subject to the Grievance Procedure, provided the Union gives seventy-two (72) hour written or telegraphic notice to the Association and the Employer concerned prior to taking economic action (including strike) for violation of payment, as provided in this Agreement. The Joint Grievance Committee shall have no power to modify, change, amend or abrogate this Agreement in any way.

ARTICLE IX INVALIDITY

Any provision of this Agreement that shall be found in violation of any law whatsoever, shall not invalidate any other part of this Agreement not in violation thereof, and the balance of the Agreement shall remain in full force and effect as above written.

ARTICLE X MARKET RECOVERY

Upon request of a Signatory Contractor, the Local Union, in whose jurisdiction the project is located, may give approval for variations in the wages, hours and conditions of this Agreement for that particular project and/or all projects of a specific nature as defined by the parties. All Employers signatory to this Agreement are entitled to use the approved variations on that particular project and/or projects. All of the unchanged portions of the Master Agreement that are not in conflict will apply. All Employers utilizing this Market Recovery Clause must be signatory to the Master Agreement and work performed by Signatory Contractors or their Subcontractors under this clause will be performed in accordance with Article I, Section 5 of the Master Agreement.

ARTICLE XI CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM

Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program (CIAP) an amount as stated in *Article II – Wages and Fringe Benefits*, per hour for each hour paid by the Employer to his Employees pursuant to this Collective Bargaining Agreement. Payment shall be made with such instructions and on such forms as are furnished by the Program. Delinquent contributions shall be subject to such penalties or assessments as the Program may prescribe from time to time.

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

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

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

**ARTICLE XII
TERMS OF AGREEMENT**

SECTION 1. This Agreement shall become effective **June 1, 2004 and continue in effect thereafter through May 31, 2007**. Should either party desire to amend or terminate this Agreement at the above expiration date, such party shall give the other written notice of such desire at least sixty (60) days before **May 31, 2007** and a joint meeting of both parties shall then be held for the purpose of discussing proposed changes and the incorporation into this Agreement of such amendments or alterations as may be agreed upon. If neither party gives such notice to amend or terminate, the Agreement shall remain in full force from year to year thereafter unless sixty (60) days prior to any annual anniversary date, notice be given in writing by either party to the other, indicating a desire to amend or terminate on said annual anniversary date.

SECTION 2. IT IS UNDERSTOOD AND AGREED between the parties that nothing contained in this Agreement, or the failure to mention, or include a subject whether the same was, or was not the subject of negotiations between the parties leading up to the Agreement, shall be construed to authorize the reopening of this Agreement by either party for discussion of any subject whatsoever, except upon the notice given in the time and manner stated in Section 1, above, and, except as provided in Section 1 above, for the life of this Agreement and for the life of any extension thereof, neither party shall demand any change in the Agreement, nor shall either be required to bargain with respect to any change in the Agreement, nor shall any modification, alteration or amendment of said Agreement be an objective of or be stated as a reason for any strike or lockout or other exercise of economic force or threat by either of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

MICHIGAN LABORERS' DISTRICT COUNCIL

By: _____
Gary Jorgensen, Business Manager

By: _____
Chris Chwalek, Secretary-Treasurer

**MICHIGAN CHAPTER-ASSOCIATED GENERAL CONTRACTORS
Labor Relations Division**

By: _____
Don Bovre, AGC/LRD Secretary

SOUTHWESTERN MICHIGAN CONTRACTORS' ASSOCIATION

By: _____
W. Stanley Whitaker, President

2004-2007 SW LABORERS' AGC/LRD AGREEMENT

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

- (a) We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement by and between the SOUTHWESTERN MICHIGAN CONTRACTORS ASSOCIATION, LABOR RELATIONS DIVISION OF THE MICHIGAN CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC. and MICHIGAN LABORERS' DISTRICT COUNCIL and CONSTRUCTION LABORERS' LOCAL 355 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 XII 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.
- (b) 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.
- (c) It is hereby agreed that the Employer shall voluntarily recognize the Union as the exclusive collective bargaining representative, within the meaning of Section 9(a) of the NLRB, 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).

FOR THE EMPLOYER:

Name of Company

Address

By: _____
Signature and Title

Phone: _____

FOR THE UNION:

Michigan Laborers' District Council

By: _____
Signature and Title

Phone: (517) 321-2349 and/or

L.I.U.N.A LOCAL UNION _____

By: _____
Signature and Title

Date: _____

(RETURN ONE (1) SIGNED COPY TO THE DISTRICT COUNCIL)
302 S. Waverly Rd., Ste. 8, Lansing, MI 48917-3631

LABORERS' JURISDICTION OF WORK

TENDERS: Tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said materials and other materials to such mechanical, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork lifts and operation of bobcat or equivalent.

Unloading, handling and distributing of all materials, doors, doorbucks, door frames, windows, window frames, all millwork, insulation material, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction area. The general cleanup, including, sweeping, cleaning, wash down and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein, cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applies to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

SCAFFOLDS: Erection, planking, maintenance and removal, of all scaffolds, windbreaks and weather protection for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof. Where self-supporting scaffolds or staging over fourteen feet (14') in height or specially designed scaffolds are built by Carpenters, Laborers shall tend said preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by Laborers.

EXCAVATION AND FOUNDATIONS SITE PREPARATION AND CLEARANCE TRANSPORTATION AND TRANSMISSION LINES: Excavation for building and all other construction; digging of trenches, piers, foundations and holes: digging, lagging sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site: installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as: highways, pipelines electrical transmissions lines, dam sites and reservoir areas, access road, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks and general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handlers and all Laborers connected with onsite portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Cleanup of right-of-way, including typing on, signaling, stacking of brush, trees or other debris, and burning where required. All soil test operations of semi or unskilled labor, such as filling of sand bags, handling timber and loading unloading of same. The construction, installation, treating and reconditions of distribution of pipelines transporting coal, oil, gas, or other similar materials, vapors or liquids, including portions of such pipelines within private property boundaries, up to and including the meter settings of private, industry, government, or other premises. Such pipeline construction, installation, treating or reconditioning of pipe commonly referred to as distribution, systems, and all work covering pumping stations and tank farms.

All work for the clearance of right-of-way preparatory to the installation of distribution lines, the digging, pumping of water and trimming of trenches and ditches, building of manholes, headwalls, etc., and all work incidental therewith for distribution lines; work in connection with the distribution of pipe, duct, cable, all occasional and incidental truck driving, traffic control, together with the placing of skids and pipe over the trench; the cleaning, sealing, etc., of the pipe; all work in connection with the line up crew, welders helpers; the cleaning, wrapping, and doping of pipe before lowering after the welding of joints has been made; the cleaning, wrapping, and doping of pipe in the Employer's yard; the work in connection with the lowering and installation of the pipe, duct and plastic pipe, duct rodding, and removal of the skids in connection with the backfilling of trenches after the pipe, conduit, and cable has been laid; all work in connection with cleanup after pipe and conduit has been laid and the trenches backfilled; demolition, take up and reconditioning of old pipe and other appurtenances, and all other general and miscellaneous work in connection with the entire operation.

CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES: Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors, or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process, wrecking stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of portable mixers, motorized wheelbarrows or buggies of machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped,

gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or motor, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or precast concrete slabs, walls or sections, are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water, operation of concrete saw (under 40 hp). Disassembling, cleaning, and stockpiling gang forms and all other concrete forms.

The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc. The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials, except when a derrick or outrigger operated by other than hand power is used. All work on interior concrete columns, mixing, carrying and grouting of foundations for engine and machinery beds or bases. The stripping of forms, other than panel forms, which are to be re-used in their original form, and the stripping of forms on all flat arch work, ceilings or decking and all forms to the next point of erection. The stockpiling of all forms. The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

AIRPORTS, HIGHWAYS, STREETS, WAYS AND BRIDGES: 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., or any concrete slab work which is built in accordance with highway construction methods. All grading, paving, concrete, asphalt, drainage and similar work incident to the construction of airports, ramps and runways.

Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence, crash barrier, sound barrier or guard rail installation and/or removal for streets, highways, roadways, rest parks, bridle paths, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes.

Setting of curb forms and the mixing, pouring, cutting flowing and strike-off of concrete used therefore. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.: Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling, and conveying all materials; concreting, backfilling, grading and re-surfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping.

SHAFTS AND TUNNELS, SUBWAYS AND SEWERS: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels and shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or re-timbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats, or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creating or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc., and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gradings and grill work for drains or other purposes. Installation of well points or any other de-watering system.

COMPRESSED AIR: In compressed air, all work underground or in compression chambers, including tending of outer air lock. All work in compressed air construction; including, but limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men, concrete blower operators, cement (insert) operators, power knife operators, car pushers, grout machine operators, steel setters, cage

tenders, skimmers track layers, dumpmen, shanty man, hog house tender, testing man on gas, caisson, gunnite and dinky workers, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jet-gunmen, gunnite nozzlelemen, gunmen, reboundmen and all other work connected therewith.

SEWERS, DRAINS, CULVERTS AND MULTIPLATE: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, breaking of concrete backfilling, tamping, re-surfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure, except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools, drain fields, to include: wire mesh, steel mats, dowel bars, etc.

UNDERPINNING, LAGGING, BRACING, PROPPING AND SHORING: Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the routes of movement. Re-setting of structure in new locations to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

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

SIGNAL MEN: Signal men or all construction work defined herein, including traffic control signal men at construction sites.

GENERAL EXCAVATION AND GRADING: The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

FACTORIES: All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

GENERAL: Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including Laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, rodmen, chainmen, guards, security and safety men, toolroom men, park, sports arena and all recreational center employees, utility employees, horticultural and agricultural workers, garbage and debris handlers, dumpmen and cleaners. All work in all block plants.

Sandblasting to clean materials, including all underground piping, also painting and application of various types of mastics for all underground appurtenances.

LANDSCAPE NURSERIES: All seeding, sodding, planting, cutting, trimming, backfilling and tamping, rough grading, finish grading and maintaining of landscape projects by any and all methods. Loading and unloading and transporting all materials.

PITS, YARDS, QUARRIES, ETC.: All drillers, blasters and/or powdermen, nippers, signalmen, Laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants.

WRECKING: The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

RAILROAD CONSTRUCTION, MAINTENANCE AND TRACK WORK: Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. The use of spikepullers, tie removers and inserters, track wrenches, track drills, barko hammers, chainsaws, rail saws, spaders, jackhammer, spike hammers and vibratory tapers or compactor, and power ballast regulators and all similar machines, tools and materials, air, gas and electric. All burning, cutting, or welding of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, siding, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences. Gasoline motor

cars used in transporting workers.

STUDIO UTILITY EMPLOYEES: All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios.

USE OF TOOLS: Operation of all hand, pneumatic, electric, motor, combustion or air-driver tools or equipment necessary for the performance of work described herein.

MISCELLANEOUS: The general cleanup including sweeping, cleaning, washdown and wiping of construction facility equipment, such as: concrete belt conveyers, and furnishing and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing and cleaning of all walls, partitions, ceilings, windows, bathrooms, kitchens, and all fixtures and facilities therein; cleanup mopping, washing, waxing and polishing or dusting of all floors or areas. Also, all unloading of trucks and uncrating of furniture and material. Unloading of all steel, resteel and carrying to the job done by hand. Watchmen on plant site and Guards, handling and repair, cleaning, storing, unloading, and distribution of tools when stored in a common crib. Bringing material to point of erection for Carpenters and Iron Workers. Working at stockpile with Carpenters at all times. All shee bolts to be cleaned and serviced. All fire extinguishers to be serviced at A.T.O. Base and safety man at A.T.O. rate. All salamanders and heaters fired by oil, coal or wood. All motorized sweepers, buggies and lift trucks. Rodmen, chainmen, and traffic flagman. All pumps under four inches (4"), all new or old concrete sawing. Mason tenders and Carpenter Helpers to carry material to and from the saw, and cutting all holes in walls by any means or method, all core drilling, the initial cleaning and/or scraping of all masonry walls, doors, windows, fixtures, appliances, etc., by any means or method.

The loading and unloading of all materials from railroad cars, trucks or other conveyances when performed by hand. All cutting or burning of all materials by torch, all acetylene and electric welding when assigned by the Employer.

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor or Congress of Industrial Organizations.