

2009-2014

AGREEMENT

between

**LABOR RELATIONS DIVISION
MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION**

and

MICHIGAN LABORERS' DISTRICT COUNCIL

**Covering All Open Cut Construction Work and
Tunnel, Shaft and Caisson Construction
Work in the State of Michigan**



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AGREEMENT

AGREEMENT, made and entered into as of the 1st day of September, 2009, between the Labor Relations Division, Michigan Infrastructure & Transportation Association (“Association”), on behalf of its members (“Contractors”), and all other persons, firms, partnerships, corporations and joint ventures who sign this Agreement or agree to be bound by its terms and conditions, individually and collectively (“Contractors”), and the Laborers’ International Union of North America, Michigan Laborers’ District Council on behalf of its affiliated Local Unions, having jurisdiction over work covered by this Agreement in the State of Michigan (“Union”).

It is understood and agreed that the Association is acting only as agent for those persons, firms, partnerships, corporations or joint ventures who have authorized it to negotiate and execute this Agreement and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this contract by any Contractors. It is further agreed and understood that the liabilities of the Contractors who are bound by this contract shall be several and not joint.

The Contractors recognize the Union as the exclusive collective bargaining representative for all employees working under the terms of this Agreement. The Union recognizes the Association as the sole and exclusive bargaining agent for its members and for such other persons, firms, partnerships, corporations and joint ventures as may hereafter become members of the Association.

It is further understood that no liability shall arise on the part of the Laborers’ International Union of North America and the Michigan Laborers’ District Council by reason of any unauthorized act by any employee of the Contractors of any Local Union or official affiliated with the International Union, unless and until such unauthorized act is brought to the attention of the International Union and a reasonable opportunity given to the Union to correct such act or ratify same. It is further agreed and understood that the liabilities of the Local Unions who are bound by this Agreement shall be several and not joint.

This Agreement consists of three (3) parts. Part I (General Conditions) applies to both Open Cut Construction and Tunnel, Shaft and Caisson Construction; Part II (Open Cut Construction) applies only to Open Cut Construction; Part III (Tunnel, Shaft and Caisson) applies only to Tunnel, Shaft and Caisson Construction.

**Part I
GENERAL CONDITIONS**

Applies to both

**OPEN CUT CONSTRUCTION
(Part II)**

and

**TUNNEL, SHAFT and
CAISSON CONSTRUCTION
(Part III)**

Part I
GENERAL CONDITIONS
(Applies to Open Cut Construction and
Tunnel, Shaft and Caisson)

ARTICLE I
Definition of Terms

1. "Contractor" where used in this Agreement means any Employer who is a member of the Labor Relations Division, Michigan Infrastructure & Transportation Association and any other person, firm, partnership, corporation or joint venture which agrees to be bound by the terms of this Agreement.
2. The word "work" means any work performed by any such Contractor coming within the jurisdiction of the Union.
3. "Employees" shall include all classes of laborers employed by the Contractor working in any classification covered under this Agreement and coming within the jurisdiction of the Union.
4. The headings under the Articles of this Agreement, where employed, are for the convenience of reference only and do not form a part of this Agreement and in no way modify, interpret or construe the terms of this Agreement.

ARTICLE II
General Agreement and Understanding

1. 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 to maintain a cooperative relationship so that the Contractors may secure sufficient capable employees and the employees may have as much continuous employment as possible without interruption by strikes, lockouts and other labor troubles.
2. It is mutually understood that the following terms and conditions relating to the employment of employees covered by this Agreement have been decided upon by collective bargaining, and that the following provisions will be binding upon 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.
3. Any Contractor signatory to or bound by the terms of this Agreement who subcontracts any work done or to be done at the site of construction and under the jurisdiction of the Union shall furnish the subcontractor a copy of this Agreement and the subcontractor shall be bound by the terms of this Agreement. The subcontractor shall adhere to all the terms of this Agreement on all work performed by the subcontractor.
4. The Union agrees that if the Union shall enter into any agreement, either written or oral, with any Contractor performing any work covered by this Agreement, which other agreement permits or contains more favorable terms and conditions (including,

but not limited to wage rates) than those contained herein, such more favorable terms and conditions shall automatically be extended to Contractors covered by this Agreement.

5. The Contractor, with the cooperation of the Union, shall set up and administer a continuous safety program. The Contractor agrees to comply with all Federal, State and Municipal safety regulations.

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

7. (a) When a Contractor intends to hire new employees beyond a Contractor's regular employees, the Contractor agrees to give the Local Union having jurisdiction over the project involved, the first opportunity to furnish the new employees. A regular employee shall be defined as an employee who has been on the payroll of the Contractor as a Laborer within the immediate past nine (9) months.

(b) At the pre-job conference, the Contractor will advise the Local Union representative of the number of employees to be hired locally for the project. The Local Union will advise the Contractor of the names of any applicants referred by the Local Union for employment. The Contractor reserves the right to accept or reject any applicant for employment.

(c) Except in cases of emergency, the Contractor agrees that all requests for employees will be placed not less than twenty-four (24) hours prior to the contemplated beginning hour of employment for such employees.

(d) New employees are to report to the Steward before commencing work on the first day of employment or the first day the Steward is available.

(e) Once the Contractor's crew has been employed on a job, in conformance with this Agreement, the Contractor shall have the right to keep such crew to perform all of the work on such job.

(f) The Contractor shall have the right to require that employees submit to a physical examination, including substance abuse testing, to be paid for by the Contractor, in the following circumstances: applicants, employees returning from leaves of absence or medical leaves, after accidents or injuries, or based upon reasonable suspicion. The Contractor may also institute random substance abuse testing, in a non-discriminatory manner, company wide, provided that the Contractor establish a substance abuse policy which shall provide the following:

1. Confidentiality of results;
2. Chain of custody procedures;
3. Testing by labs approved by the National Institute on Drug Abuse (NIDA);
4. Initial screening by Enzyme Multiplied Immunoassay Technique (EMIT) or equivalent;

5. Positive EMIT results confirmed by Gas Chromatograph/Mass Spectrometry (GC/ MS) or equivalent;
6. Positive GC/MD results reviewed with employee to determine if any reason exists other than substance abuse for positive test prior to disciplinary action.

Except for pre-employment testing, all employees shall be paid their hourly rate for all time spent complying with the Contractor's substance testing procedures. The payment of fringe benefits shall not apply for any tests performed outside of normal working hours.

8. The Contractor and the Union acknowledge that they are subject to applicable laws regarding equal employment opportunity and fair employment practices and agree that they shall cooperate in taking necessary steps to comply with such laws and lawful regulations thereunder. Referral and selection of all employees shall be on the basis of qualifications without regard to race, creed, color, sex, age, religion, national origin or ancestry.

ARTICLE III Working Rules

1. Employees are to be paid the 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 any slowing down or stoppage of work.

2. All wages shall be paid to the employees at least once each week at the job site, upon completion of the shift. If the employee is required to wait for his pay check beyond his shift, he shall be paid for time spent waiting. The weekly pay day established by the Contractor shall remain the same for the life of the job. All checks shall be drawn on a Michigan bank.

3. (a) If an employee is dismissed, he must be paid within two (2) hours of the time of discharge and shall be paid straight-time for any time he is required to wait beyond such two (2) hours, or he may be sent to the office of the Contractor for his pay, and be paid one (1) hour's time for such trip. This shall be construed to apply only to normal working hours.

(b) If an employee quits of his own accord, he shall wait for his pay until the next regular pay day.

4. The employee's pay stub shall show the straight-time hours worked, overtime hours worked, his gross pay, his normal straight-time rate, deductions for Federal, State and City income tax, deductions for Social Security benefits, and the total amount of any other deductions.

5. The Contractor is to be the judge as to the satisfactory performance of any work by an employee, and may discharge any employee whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations that are not

inconsistent with the terms of this Agreement. However, no Steward shall be discharged for activities permitted under this Agreement.

6. A Contractor shall not be hindered or prevented in using any type or quantity of machinery, tools or appliances. However, this does not relieve the Contractor from the responsibility of properly manning any piece of equipment that is place in operation.

7. The Union representative or representatives ("Union Representative") shall confer with the Contractor in all matters pertaining to this Agreement.

8. The authorized representatives of the Union may visit jobs during working hours, but shall conduct their business on the job with the least interference and interruption as possible. The Union Representative shall not engage in any collective discussions or meetings with the employees on the job during working hours, except with the approval of the Contractor. The Contractor shall, upon request by an authorized representative of the Union, inform the Union of the exact locations of its jobs.

9. The number of employees 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 employees for any one or all such classifications or to man any particular piece of equipment that happens to be on the work site, unless the Contractor has need for such employees.

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

ARTICLE IV Union Security

1. The Contractor will not discriminate against applicants because of race, color, religion, national origin, ancestry, age or sex or because of membership in the Union. However, each employee shall, as a condition of employment thereafter, become a member of the Union not later than the eighth (8th) day following his first day of employment by any Contractor and shall remain a member of the Union for the term of his employment by any Contractor covered by this Agreement.

2. Should any employee fail to make application to and become a member of the Union within said period of time or fail to maintain his Union membership in good standing by his failure to pay the periodic dues (including working dues) to the Union, the Contractor shall be obligated to discharge such employee upon written notice by the Union, signed by the proper official, setting forth that the employee has refused to join the Union, although he has been offered membership on the same terms as other members, or that the employee's membership in the Union has been terminated for reason of non-payment of periodic dues (including working dues) or regular initiation fees, and that the Union requests that said employee be discharged for one of these reasons.

3. The Contractor shall not be obligated to discharge any employee for non-membership in the Union if (i) he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members or (ii) that membership was denied or terminated for reasons other than the failure of the employee to tender the initiation fee and periodic dues (including working dues) uniformly required as a condition of acquiring or retaining membership.

4. It is understood that the provisions of this Article shall be subordinate to any present or future laws and regulations. In the event any law, regulation or the final decision of any court or administrative agency shall affect any provision of this Article, the provision or provisions so affected shall be deemed amended to comply with the requirements of such law, regulation or decision and otherwise, this Article shall continue in full force and effect.

5. All employees employed under this Agreement shall be classified in accordance with the job classifications established by this Agreement for the type of construction being performed (i.e., Open Cut or Tunnel, Shaft and Caisson) and no other classification of labor of any kind will be recognized. Any questions relative to the classification of an employee will be settled by the Contractor and Union Representative, and if they are unable to reach a mutual decision, the matter shall be adjusted in accordance with the procedure set forth in Article XVIII (Grievance and Arbitration). The Contractor may classify such employee pending the final decision.

6. For the purposes of this Article, a member of the Union is defined as a person who becomes a member of the Union or a person who pays an amount equal to the Union's initiation fee, monthly dues and working dues uniformly required of other employees in the bargaining unit.

ARTICLE V

Payment of Fringe Benefits

The following Trust Agreements, which establish the following trust funds, together with any amendments or changes adopted by the Trustees of the respective funds, shall become a part of this Agreement by reference:

1. The Trust Agreement for the Laborers' Vacation & Holiday Trust Fund—Detroit & Vicinity, dated June 12, 1968;

2. The Trust Agreement for the Michigan Laborers' Vacation Fund, dated November 1, 1965;

3. The Trust Agreement for the Laborers' Metropolitan Detroit Health Care Fund, dated October 7, 1973;

4. The Trust Agreement for the Michigan Laborers' Health Care Fund, dated December 29, 1952;

5. The Trust Agreement for the Laborers' Pension Trust Fund—Detroit & Vicinity, dated July 9, 1958;
6. The Trust Agreement for the Michigan Laborers' Pension Fund, dated October 1, 1966;
7. The Trust Agreement for the Michigan Laborers' Training & Apprenticeship Fund, dated September 1, 1971;
8. The Trust Agreement for the Michigan Laborers' & Employers' Cooperation & Education Trust Fund, dated June 1, 1994;
9. The Trust Agreement for the Laborers' Annuity Fund, dated June 1, 1996;
10. The Trust Agreement for the Michigan Laborers' Excess Benefit Plan, dated January 1, 1999.
11. The Trust Agreement for the Detroit & Vicinity Laborers' Excess Benefit Plan, dated September 1, 1998.

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.

ARTICLE VI Vacation and Holiday Pay

1. Wayne, Oakland and Macomb Counties

(a) In addition to the wage rates, all Contractors performing work covered under this Agreement in **Wayne, Oakland and Macomb Counties** agree to pay monthly into the Laborers' Vacation & Holiday Trust Fund—Detroit & Vicinity, the hourly contribution rate listed in Articles XXV and XXVII per hour for all hours actually worked by an employee doing work covered by this Agreement.

(b) The above-specified Vacation Fund payments shall be subject to overtime rates, the same as wages and shall be remitted to the Fund on hours actually worked.

(c) Vacation and Holiday pay 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.

2. All Counties except Wayne, Oakland and Macomb.

(a) In addition to the wage rates, all Contractors performing work covered under this Agreement **other than in Wayne, Oakland and Macomb Counties** agree to pay monthly into the Michigan Laborers' Vacation Fund, the hourly contribution rate listed in

Articles XXV and XXVII per hour for all hours actually worked by an employee doing work covered by this Agreement.

(b) The above-specified Vacation Fund payments shall be subject to overtime rates, the same as wages and shall be remitted to the Fund actually worked.

(c) Vacation pay 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.

ARTICLE VII Health Care

1. Wayne, Oakland and Macomb Counties

(a) All Contractors performing work covered under this Agreement shall pay into the **Laborers' Metropolitan Detroit Health Care Fund**, the amount specified in Articles XXV and XXVII of this Agreement. Contributions shall be made on all hours actually worked by employees, without regard to whether the employee was working on straight time or overtime.

2. All Counties except Wayne, Oakland and Macomb.

(a) All Contractors performing work covered under this Agreement **except Wayne, Oakland and Macomb Counties** shall pay to the **Michigan Laborers' Health Care Fund** the amount specified in Articles XXV and XXVII of this Agreement. Contributions shall be made on all hours actually worked by employees, without regard to whether the employee was working on straight time or overtime.

ARTICLE VIII Pension

1. Wayne, Oakland and Macomb Counties

(a) All Contractors performing work covered under this Agreement shall pay into the **Laborers' Pension Trust Fund—Detroit & Vicinity**, the amount specified in Articles XXV and XXVII of this Agreement. Contributions shall be made on all hours actually worked by employees, without regard to whether the employee was working on straight time or overtime.

The Plan Manager of the Pension Fund shall, on a monthly basis, determine the amount to be paid to participants and beneficiaries of the Detroit and Vicinity Laborers' Excess Benefit Plan in the following month. That amount shall be the aggregate of benefits calculated in accordance with the provisions of the Pension Trust Fund's Plan in excess of the payment permitted under Section 415 of the internal Revenue Code increased to reflect FICA, FUTA and any other similar taxes applicable thereto. Each payment to each participant or beneficiary of the Excess Benefit Plan, net of FICA, FUTA or any other similar taxes, shall be equal to the difference between the benefit to

which that individual would otherwise be entitled and the payment permitted to be paid to that individual under Section 415 of the internal Revenue Code.

(b) Before the contributions made by Contractors for Pension are allocated to the Laborers' Pension Trust Fund - Detroit and Vicinity, the Plan Manager shall cause the monies necessary to pay the total amount determined under the preceding paragraph, plus any administrative expenses incurred to be deducted and paid to the Excess Benefit Plan for distribution.

2. All Counties except Wayne, Oakland and Macomb.

(a) All Contractors performing work covered under this Agreement **except Wayne, Oakland and Macomb Counties** shall pay to the **Michigan Laborers' Pension Fund** the amount specified in Articles XXV and XXVII of this Agreement. Contributions shall be made on all hours actually worked by employees, without regard to whether the employee was working on straight time or overtime.

ARTICLE IX
Laborers' Training & Apprenticeship Fund

1. All Contractors performing work covered by this Agreement shall pay into the **Michigan Laborers' Training & Apprenticeship Fund** the amount specified in Articles XXV and XXVII of this Agreement on all hours actually worked by employees, without regard to whether the employee was working on straight time or overtime.

ARTICLE X
Industry Advancement Fund

1. The Association shall establish an Industry Advancement Fund whose activities shall be determined by the Association and which Fund shall be financed by the payments hereinafter provided for.

2. (a) Effective September 1, 2009, all Contractors performing work covered under this Agreement shall pay to the Industry Advancement Fund, for each employee covered under this Agreement, the sum of ten cents (\$.10) per hour on all hours actually worked, without regard to whether the employee was working on straight time or overtime.

(b) The Contractor agrees to pay to the Industry Advancement Fund the amounts shown in (a) above, or in the alternative, to pay the amounts shown in (a) above into the appropriate Laborers' Health Care Fund, for actual hours worked by each employee working under this Agreement, such amounts to be in addition to the Health Care Fund contributions provided for in Article VII.

3. These contributions shall be deposited each month, or at such regular intervals as may be determined by the Trustees of such Fund to such depository as may be designated by the Trustees.

**ARTICLE XI
Laborers' & Employers' Cooperation
& Education Trust Fund**

1. All Contractors performing work covered under this Agreement shall pay into the **Michigan Laborers' & Employers' Cooperation & Education Trust Fund (LECET)** the amount specified in Article XXV and XXVII of this Agreement on all hours actually worked by employees without regard to whether the employee was working on straight time or overtime.

**ARTICLE XII
Laborers' Annuity Fund**

1. Effective September 1, 2009, all Contractors performing work covered under this Agreement in **Wayne, Oakland and Macomb Counties** shall pay into the **Laborers' Annuity Fund—Detroit & Vicinity**, for each employee covered under this Agreement the amount specified in Articles XXV and XXVII of this Agreement on all hours actually worked, without regard to whether the employee was working on straight time or overtime.

2. Effective September 1, 2009, all Contractors performing work covered under this Agreement in **all Counties other than Wayne, Oakland and Macomb** shall pay into the **Michigan Laborers' Annuity Fund**, for each employee covered under this Agreement the amount specified in Articles XXV and XXVII of this Agreement on all hours actually worked, without regard to whether the employee was working on straight time or overtime.

**ARTICLE XIII
Michigan Laborers' Excess Benefit Plan**

1. All Contractors performing work covered under this Agreement agree to contribute to the Michigan Laborers' Excess Benefit Plan ("Excess Plan"), which will pay benefits that otherwise would have been earned by Michigan Laborers' Pension Fund participants, if any, in excess of the limits of Section 415 of the Internal Revenue Code of 1986, as amended ("Code").

2. The amounts required to be contributed to the Michigan Laborers' Pension Fund will, as of the effective date of this Agreement, be allocated between the Michigan Laborers' Pension Fund and the Excess Plan as provided below:

The Excess Plan's administrator will first determine the amounts necessary to pay required monthly Excess Plan benefits, Excess Plan administrative expenses, and the Contractor's portions of applicable employment taxes. Monthly Excess Plan benefits are those benefits that would have been accrued by and paid to a Michigan Laborers' Pension Fund participant in current pay status, but which were not accrued and paid solely because of the application of Code Section 415 (such amount is the monthly Michigan Laborers' Pension Fund benefit in excess of that

permitted by Code Section 415) and the employee's portion of applicable employment taxes pertaining to such sums "grossed up" so that total payments to be received by each recipient, net of their employment taxes, is the amount that would have been payable to such person under the Michigan Laborers' Pension Fund had Code Section 415 not been applicable. Such amounts shall be certified and approved by the administrator of the Michigan Laborers' Pension Fund and shall be jointly communicated to the operator of the lock box to which Michigan Laborers' Pension Fund contributions, also required by this Agreement, are made. These Excess Plan benefits, expenses, and taxes described above shall be deducted from aggregate monthly contributions received by the lock box operator and be paid to the excess Plan.

3. The Excess Plan Trust Agreement, dated January 1, 1999, establishing the Excess Benefit Plan, as amended from time to time, and the Excess Plan document itself, incorporating all amendments approved by the Board of Trustees from time to time, is hereby made a part of this Agreement by reference.

4. After the Excess Plan Administrator's deduction for the amounts listed above, all remaining sums contributed by Contractors shall be paid to the Michigan Laborers' Pension Fund.

5. The Excess Plan is authorized and delegated on behalf of Contributing Contractors to pay all employer-payable employment taxes owing with respect to funds transferred to the Excess Plan, but only to the extent actually funded, consistent with the first paragraph of this Section. The Association is appointed attorney-in-fact to execute forms necessary to effectuate this authorization and delegation.

ARTICLE XIV Violation of Fringe Benefit Contributions

1. In the event any Contractor is delinquent in the payment of his contributions to the Laborers' Training & Apprenticeship Fund, Vacation & Holiday Funds, Health Care Funds, Pension Funds, Laborers' & Employers' Cooperation & Education Trust Fund, Laborers' Annuity Funds and the Industry Advancement Fund, the Local Union, after giving the Contractor seventy-two (72) hours notice, excluding Saturdays, Sundays of such delinquency by registered letter or telegram, shall have the right to take strike action against such Contractor, notwithstanding any other provision of this Agreement.

2. Contributions are to be made on all employees (**i.e., regular, probationary, non-Union, temporary, seasonal or casual**) covered by this Agreement, to the various Trust Funds as referred to in Article V.

ARTICLE XV Check-Off

1. The Contractor agrees to honor, upon presentation by the Union, assignments for initiation fees, or a part thereof, and/or membership dues which have been properly

signed by an employee; to deduct the amount stated thereon from the wages earned by an employee. Amounts deducted for initiation fees shall be paid to the Local Union bi-weekly and dues deducted shall be paid to the Union not later than the last day of the month in which dues deductions were made; 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 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 before any periodic renewal. No deduction shall be made which is prohibited by applicable law.

2. It is mutually understood and agreed that the Contractor is required to do nothing more than honor the properly authorized deduction slip when presented and to forward such deducted amount to the Local Union named on the authorized deduction slip.

ARTICLE XVI

Hours of Work, Overtime & Holidays

1. Eight (8) hours, excluding lunch period, shall constitute a normal work day, from Monday through Friday. The normal work day shall be from 8:00 a.m. to 4:30 p.m., providing, however, the Contractor may start the first shift not earlier than 6:00 a.m. or no later than 9:00 a.m., if he deems it necessary or advisable. It is further agreed that an earlier or later time may also be used if agreed to by the Contractor and the Union.

2. Forty (40) hours shall constitute a normal work week from Monday through Friday.

3. (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, or on a work crew basis or on a project basis. When employees are scheduled to work on a four (4) ten (10) hour schedule, time and one-half (1½) the regular rate of wages shall be paid for all hours over ten (10) in one day.

(b) The Contractor shall notify the Local Union when he schedules work on a four (4) ten (10) hour day basis and will hold a job conference with the Local Union if requested by the Local Union.

(c) The pre-job conference will be held at mutually agreed location.

(d) On any job where employees are scheduled to work four (4) ten (10) hour days, the Contractor shall not bring in employees 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 a week.

4. Time and one-half (1½) shall be paid for all time worked in excess of eight (8) hours in any one work day, except as otherwise provided immediately above in Section

3. Time and one-half (1½) shall be paid for all time worked in excess of forty (40) hours in any work week and on Saturday.

5. The following days shall be considered Holidays and work performed on such days shall be paid at double time rates: All Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If one of such Holidays falls on Sunday and the following Monday is worked, the rate of pay shall be at double time.

6. SINGLE DAY SHIFT – A single day shift will work eight (8) hours, excluding lunch time, for which eight (8) hours shall be paid. This shall not constitute a guarantee of work.

7. TWO SHIFTS – When two shifts are worked, the day shift shall work eight (8) hours, excluding lunch time, and shall receive eight (8) hours' pay, and the second shift shall work seven and one-half (7½) hours, excluding lunch time, and shall receive eight (8) hours' pay.

8. (a) WHEN THREE SHIFTS are worked for **less than five days**, the first shift will work eight (8) hours, excluding lunch time, and shall receive eight (8) hours' pay; the second shift shall work seven and one-half (7½) hours, excluding lunch time, and shall receive eight (8) hours' pay; the third shift shall work seven (7) hours, excluding lunch time, and shall receive eight (8) hours' pay.

(b) When three shifts are worked **five days or more**, all shifts will work seven and one-half (7½) hours, excluding lunch time, and shall receive eight (8) hours' pay.

9. Any single shift which starts after 4:00 p.m. shall work seven and one-half (7½) hours, excluding lunch time, and shall receive eight (8) hours' pay.

10. Reporting Time – When any employee is scheduled to report for work on any day, and reports for work, he shall be paid at least two (2) hours' pay if he is not put to work on that day, unless he is prevented from working on account of bad weather or work stoppage. During such two (2) hours, the employee shall perform any work assigned by the Contractor. If an employee commences work and works beyond two (2) hours, he shall be paid for the actual time worked.

11. An employee shall not be required to work more than five (5) hours between eating periods.

12. In the event an employee has completed his normal day's work and has left the job site and is called back to work before the start of his next scheduled shift to work in case of emergency, etc., he shall receive a minimum of two (2) hours' work or pay at the applicable overtime rate for such day. If the work for which he was called back is completed in less than two (2) hours, the Contractor may require him to perform other work within the jurisdiction of the Union for the balance of such two (2) hour period.

13. Any complaint involving an employee's time or pay must be submitted within fourteen (14) days next following the first pay day after the day to which the complaint is applicable.

14. The Contractor agrees to furnish each employee, whose employment is terminated by layoff, a copy of the layoff slip as prepared by the Michigan Employment Security Commission.

15. The Michigan Laborers' District Council will furnish each Contractor job notification forms to be used to notify the Laborers' District Council of the location, commencement date and approximate number of Laborers to be employed on each project. Whenever four (4) or more Laborers are to be employed on a project and the work on the project is to take more than five (5) working days, the Contractor will complete the job notification form and mail it to the Michigan Laborers' District Council at least five (5) working days before work is to commence on the project. At the request of the Union, the Contractor will meet with the Laborers' representative only for a pre-job conference.

16. When an employee is assigned to a classification carrying a higher rate during the forenoon period, he shall be paid the higher rate for all time worked during the forenoon period. This rule shall also apply during the afternoon period or any other shift period.

ARTICLE XVII

Stewards

1. At or before the start of a new job, the Business Representative of the Union will confer with the Contractor's representative on the appointment of a Steward.

2. On any job where members of the Laborers' Union are employed, the Union can appoint, from among the employees on the job, a working Steward. The selection of a Steward shall not increase the number of employees necessary to man the job as determined by the Contractor.

3. In the event the Union determines that there is no employee on the job who is capable of performing the duties of a Steward, the Union will recommend an applicant for employment to the Contractor. The Contractor agrees to call the Union first if it increases the number of Laborers on that job site beyond the Contractor's regular employees. Such applicant shall be a competent employee and shall be capable of performing the duties of a Steward. The selection of a Steward shall not increase the number of Laborers necessary to man the job as determined by the Contractor. Any applicant must be satisfactory to the Contractor.

4. The Contractor shall be given the name of the Steward in writing.

5. If the Steward is absent from the job for any reason, the Union can appoint, from the employees on the job, an Acting Steward to act in the absence of the Steward so

that the Union can have a Steward on the job whenever employees covered by this Agreement are working.

6. The Steward shall not be discriminated against because of Union activities.

7. The Steward shall perform the duties of the job to which he is assigned, but will be allowed a reasonable time to perform such of his Union duties as cannot be performed during non-working hours. The Steward shall not interfere with the job in carrying out his duties.

8. The Steward shall have no authority to take strike action or any other action interrupting the Contractor's job.

9. The Steward shall not be laid off, discharged or transferred from a job until the Business Manager of the Union has been notified.

10. (a) Where a single shift is worked and employees covered by this Agreement are to be terminated by layoff, the Steward shall be the last such employee laid off, provided he is capable of performing the work assigned to him.

(b) Where two or three shifts are worked, the Steward on each shift shall be the last employee laid off on his shift, provided he is capable of performing the work assigned to him.

(c) When the work on a job is temporarily suspended prior to completion of the job and all the employees are laid off, the Steward shall be the first employee recalled to work when the job resumes, provided he is capable of performing the work assigned to him. The Steward shall report to work within forty-eight (48) hours after the Contractor notifies him, at his last known address, or resumption of the job or he shall have no right to be recalled to such job. This provision shall not apply to Acting Stewards.

ARTICLE XVIII 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 procedure herein provided. It is specifically agreed that there will be no lockouts, strikes or stoppages of any sort, of any work, during the term of this Agreement.

2. Any employee who has a grievance shall promptly report the same to the Contractor or to his 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 same shall be taken up between the authorized Business Representative of the Union and the Contractor.

3. All grievances and differences which the Contractor and the Union are unable to adjust shall be submitted to the Executive Director of the Association together with the authorized representative of the Union.

4. 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.

5. A Joint Grievance Board shall be created consisting of two (2) representatives selected by the Association and two (2) representatives selected by the Union. All four (4) members of the Board shall constitute a quorum and must be present at all hearings.

6. The duty of the Joint Grievance Board shall be to hear all grievances submitted to the Board. The Board shall meet and issue its decision within ten (10) days after the grievance is submitted to the Board, or such other time as may be agreed upon in writing by a majority of the Board. The decisions of the Board shall be reached by a majority 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.

7. 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.

8. The arbitrator shall confine his decision to the dispute in question, and he 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, the Local Union and the employee or employees involved.

9. It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over failure or refusal of the Contractor to pay the wage rates, overtime, Health Care, Pension, Industry Advancement Fund, Laborers' Training & Apprenticeship Fund, Annuity Funds, Laborers' & Employers' Cooperation & Education Fund, and Vacation and Holiday payments provided for in this Agreement; provided, however, that any dispute involving a particular employee's proper wage classification or eligibility to receive overtime pay or the amount due to any of the aforementioned funds shall be subject to the provisions of this Article.

ARTICLE XIX
Facilities

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

2. A suitable shelter house, properly heated in cold weather, shall be supplied by the Contractor in which employees may partake of their lunch and hang their clothing. Adequate toilet facilities and clean drinking water shall be supplied.

ARTICLE XX
Injuries on the Job

1. Whenever an employee is injured on the job or becomes ill so as to require medical attention, the Contractor shall, on the day of injury or illness, take the employee to a doctor, clinic or hospital and when necessary from the doctor, clinic or hospital to the employee's home. Any injury or illness requiring an employee to leave the job shall be reported to the Steward and the Steward shall also be notified as to whether the employee was hospitalized or subsequently sent home or returned to work.

2. If an employee is sent to a hospital or medical doctor as a result of an on-the-job injury, he shall be paid for the remainder of the day, up to eight (8) hours at his straight time rate, upon presenting to the Contractor a written memo from such hospital or doctor stating that because of his injury, he could not return to work on that day.

ARTICLE XXI
Certification to Government Agencies

The Union and the Association shall jointly certify to the United States Department of Labor or any governmental agency letting a contract for underground construction work, as defined in this Agreement, that the wage and benefits herein provided are regarded by the Union and the Association as the prevailing rates for such underground construction work performed within the State of Michigan.

ARTICLE XXII
Adjustment of Wages & Benefits

Upon at least sixty (60) days' prior notice and upon mutual consent and written agreement between the Labor Relations Division, Michigan Infrastructure & Transportation Association and the Michigan Laborers' District Council, the Union may, effective on any anniversary date of this Agreement, divert a part of the base wages provided in this Agreement to fund Vacation and Holiday Funds payments, Health Care payments, Pension payments, Laborers' Training & Apprenticeship Fund payments, Laborers' & Employers' Cooperation & Education Trust Fund payments or payments to the Laborers' Annuity Funds. The written agreement between the Labor Relations Division, Michigan Infrastructure & Transportation Association and the Michigan Laborers' District Council shall state the amount(s) to be diverted from the base wages. The Contractors shall thereafter make the appropriate contribution(s) to the Fund(s), and the base wage rates shall be reduced accordingly.

In the event the Health Care Funds, Vacation and Holiday Funds, Pension Funds, Laborers' Training & Apprenticeship Fund, Laborers' & Employers' Cooperation & Education Trust Fund or Laborers' Annuity Funds are discontinued during the term of this Agreement, the contribution to the discontinued fund shall be added to the wage rates, or paid into another fringe benefit fund, as notified by the Union.

If during the life of this Agreement the Union and the Association agree to a change in the Contractor's contributions to the above-referenced funds, the employee's hourly rate shall be adjusted accordingly. Negotiated wage increases will be allocated first to satisfy any required Pension Fund contributions.

Part II
OPEN CUT CONSTRUCTION

**(DOES NOT APPLY to Tunnel, Shaft &
Caisson Construction – See Part III)**

Part II
OPEN CUT CONSTRUCTION

ARTICLE XXIII
Open Cut Construction

1. This Agreement shall govern all open cut construction work which any Contractor performs in the State of Michigan and which comes within the jurisdiction of the Union. Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including, but not limited to, underground piping, conduits, steel sheeting for underground construction, closed circuit television inspection, cleaning, restoration and relining of underground pipes and appurtenances, and all incidental work, and general excavation. Open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work in Zones 1 through 5.

2. Open cut construction work shall not include any structural modifications, alternations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within five feet (5') of the building and foundations, footings and piers for the building.

3. Part II of this Agreement shall not encompass work covered under Tunnel, Shaft & Caisson Construction (Part III of this Agreement).

ARTICLE XXIV
Zones

1. This Agreement applies to the entire State of Michigan, which for purposes of covering Open Cut Construction is divided into geographical zones with the counties included in each zone as follows:

Zone 1: Wayne, Oakland and Macomb.

Zone 2: Monroe, Washtenaw and the Eastern part of Livingston County.

Zone 3: Jackson, Hillsdale, Lenawee, Clinton, Eaton, Ingham, St. Clair, Sanilac and the Western part of Livingston and the City of Portland (Ionia County), Genesee, Lapeer and Shiawassee.

Zone 4: Saginaw, Bay, Midland, Gratiot, Tuscola, Isabella, Huron, Clare, Gladwin, Arenac, Roscommon, Ogemaw, Barry, Calhoun, Branch, Allegan, Kalamazoo, St. Joseph, Van Buren, Berrien, Cass, Muskegon, Oceana, Newaygo, Lake, Osceola, Mecosta, Kent, Montcalm, Ottawa, Ionia (except the City of Portland), Manistee, Mason,

Emmet, Cheboygan, Antrim, Charlevoix, Otsego, Leelanau, Benzie, Grand Traverse, Kalkaska, Crawford, Wexford, Missaukee, Presque Isle, Montmorency, Alpena, Oscoda, Alcona and Iosco.

Zone 5: Entire Upper Peninsula.

ARTICLE XXV Classifications & Wage Rates

1. All employees performing Open Cut Construction work shall be classified in accordance with the following classifications:

Class I: Construction Laborer.

Class II: Mortar and material mixers, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.

Class III: Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g., wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 hp), windlass and tugger man and directional boring man.

Class IV: Trench or excavating grade man.

Class V: Pipe layer (including crock, metal pipe, multiplate or other conduits).

Class VI: Grouting man, top man assistant, audiovisual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances.

Class VII: Restoration Laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood sheds, planter boxes, flagstones, etc.

2. The Contractor shall have the exclusive right to determine whether and to what extent, if any, working foremen will be employed on any job. Foremen performing Open Cut Construction work under this Agreement shall be subject to all the terms and conditions of this Agreement and when working in such capacity shall be paid fifty cents (\$.50) per hour above the Construction Laborer Rate. Non-working Supervisors not covered by this Agreement shall not perform work covered under this Agreement, except on a temporary basis, not to exceed one hour a day, or in case of emergency.

3. On any project subject to a governmental prevailing wage rate determination, where the prevailing wage rate(s) issued by the governmental agency is based on the prevailing wage work rate(s) set forth in this Agreement, or the 2004-2009 Agreement between the Union and the Association, then the prevailing wage rate(s) herein set forth shall apply on the effective dates provided in this Agreement.

On any project subject to a governmental prevailing wage rate determination, where the prevailing wage rate(s) issued by the governmental agency is not based on this Agreement or the 2004-2009 Agreement between the Union and the Association, and the prevailing wage rate(s) issued by the governmental agency is less than the prevailing wage work 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.

4. It is recognized by the parties that 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 union contractors to compete more effectively, it is agreed that the Association and the Union will meet to negotiate a market recovery rate on a project basis.

Contractors seeking market recovery relief must communicate their request to the Union or Association at least one (1) week prior to bid date. Failure to notify the Union or Association in writing of a request for market recovery relief within the above-prescribed time period shall be deemed a waiver of the right to enforcement of Article II, Section 4, of this Agreement.

**WAGE RATES FOR OPEN CUT
CONSTRUCTION WORK**

ZONE 1

Counties of Wayne, Oakland and Macomb

	Effective 9/1/2009
Class I	\$19.12
Class II	19.23
Class III	19.28
Class IV	19.36
Class V	19.42
Class VI	16.87
Class VII	13.49
Vacation	2.10
Pension	6.85
Health Care	5.95
Training	.35
LECET	.02
IAF	.10

**WAGE RATES FOR OPEN CUT
CONSTRUCTION WORK**

ZONE 2

Counties of Monroe, Washtenaw and
Eastern part of Livingston

**Effective
9/1/2009**

Class I	\$19.20
Class II	19.31
Class III	19.43
Class IV	19.50
Class V	19.65
Class VI	16.95
Class VII	13.59
Vacation	1.82
Pension	5.55
Health Care	5.05
Training	.35
LECET	.12
IAF	.10

**WAGE RATES FOR OPEN CUT
CONSTRUCTION WORK**

ZONE 3

Counties of Jackson, Hillsdale, Lenawee, Clinton, Eaton, Ingham, St. Clair,
Sanilac & Western part of Livingston and City of Portland (Ionia County),
Genesee, Lapeer & Shiawassee

	Effective 9/1/2009
Class I	\$17.39
Class II	17.53
Class III	17.65
Class IV	17.70
Class V	17.84
Class VI	15.14
Class VII	12.29
Vacation	1.82
Pension	5.55
Health Care	5.05
Training	.35
LECET	.12
IAF	.10

**WAGE RATES FOR OPEN CUT
CONSTRUCTION WORK**

ZONE 4

Counties of Saginaw, Bay, Midland, Gratiot, Tuscola, Isabella, Huron, Clare, Gladwin, Arenac, Roscommon, Ogemaw, Barry, Calhoun, Branch, Allegan, Kalamazoo, St. Joseph, Van Buren, Berrien, Cass, Muskegon, Oceana, Newaygo, Lake, Osceola, Mecosta, Kent, Montcalm, Ottawa, Ionia (except City of Portland), Manistee, Mason, Emmet, Cheboygan, Antrim, Charlevoix, Otsego, Leelanau, Benzie, Grand Traverse, Kalkaska, Crawford, Wexford, Missaukee, Presque Isle, Montmorency, Alpena, Oscoda, Alcona and Iosco

**Effective
9/1/2009**

Class I	\$16.72
Class II	16.85
Class III	16.96
Class IV	17.03
Class V	17.15
Class VI	14.37
Class VII	12.71
Vacation	1.50
Pension	5.55
Health Care	5.05
Training	.35
LECET	.02
IAF	.10

**WAGE RATES FOR OPEN CUT
CONSTRUCTION WORK**

ZONE 5

Entire Upper Peninsula

**Effective
9/1/2009**

Class I	\$16.75
Class II	16.89
Class III	17.02
Class IV	17.07
Class V	17.12
Class VI	14.50
Class VII	12.61
Vacation	1.70
Pension	5.55
Health Care	5.05
Training	.35
LECET	.02
IAF	.10

Effective the first full pay period on or after September 1, 2010, a Total Package increase of Sixty Cents (\$.60)—Breakdown to be determined by the Union.

Effective the first full pay period on or after September 1, 2011, a Total Package increase of Eighty-Three Cents (\$.83)—Breakdown to be determined by the Union.

Effective the first full pay period on or after September 1, 2012, a Total Package increase of Ninety-Five Cents (\$.95)—Breakdown to be determined by the Union.

Effective the first full pay period on or after September 1, 2013, a Total Package increase of Sixty Cents (\$.95)—Breakdown to be determined by the Union.

5. Effective September 1, 2004, the Michigan Laborers' Statewide Apprenticeship Program was implemented. All registered Apprentices will work in accordance with wage and training requirements.

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

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

**Part III
TUNNEL, SHAFT AND
CAISSON CONSTRUCTION**

**(DOES NOT APPLY to
Open Cut Construction – See Part II)**

**Part III
TUNNEL, SHAFT &
CAISSON CONSTRUCTION**

**ARTICLE XXVI
Tunnel, Shaft & Caisson Construction**

1. This Agreement shall govern all tunnel, shaft and caisson work which any Contractor performs in the State of Michigan and which comes within the jurisdiction of the Union. This Agreement shall apply to tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos, steel sheeting for underground construction, etc.

2. Tunnel, shaft and caisson operations covered by this Agreement shall start at the tunnel portals or at the collars of the shaft or caisson.

3. Part III of this Agreement shall not apply to Open Cut Construction (see Part II).

**ARTICLE XXVII
Zones, Classifications & Wage Rates**

1. The schedule of rates during the term of this Agreement shall be as provided. All work shall be done on an hourly basis (see also Section 5 of this Article XXVI).

Class I: Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman (\$2.00 per hour less than Tunnel, Shaft & Caisson Laborers where no labor work is performed).

Class II: Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector and guard rail builder.

Class III: Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 hp).

Class IV: Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.

Class V: Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g., wire mesh, steel mats, dowel bars, etc.)

Class VI: Dynamite man and powder man.

Class VII: Restoration Laborers, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones, etc.

2. This Agreement applies to the entire State of Michigan, which for the purpose of covering Tunnel, Shaft & Caisson Construction is divided into two (2) geographical zones with the counties included in each Zone being as follows:

Zone 1: Wayne, Oakland and Macomb.

Zone 2: All counties—except Wayne, Oakland and Macomb.

3. On any project subject to a governmental prevailing wage rate determination, where the prevailing wage rate(s) issued by the governmental agency is based on the prevailing wage work rate(s) set forth in this Agreement, or the 2004-2009 Agreement between the Union and the Association, then the prevailing wage rate(s) herein set forth shall apply on the effective dates provided in this Agreement.

On any project subject to a governmental prevailing wage rate determination, where the prevailing wage rate(s) issued by the governmental agency is not based on this Agreement or the 2004-2009 Agreement between the Union and the Association, and the prevailing wage rate(s) issued by the governmental agency is less than the prevailing wage work 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.

4. It is recognized by the parties that 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 union contractors to compete more effectively, it is agreed that the Association and the Union will meet to negotiate a market recovery rate on a project basis.

Contractors seeking market recovery relief must communicate their request to the Union or Association at least one (1) week prior to bid date. Failure to notify the Union or Association in writing of a request for market recovery relief within the above-prescribed time period shall be deemed a waiver of the right to enforcement of Article II, Section 4, of this Agreement.

**WAGE RATES FOR TUNNEL,
SHAFT & CAISSON WORK**

ZONE 1

Counties of Wayne, Oakland and Macomb

	Effective 9/1/2009
Class I	\$19.27
Class II	19.38
Class III	19.44
Class IV	19.62
Class V	19.87
Class VI	20.20
Class VII	13.48
Vacation	2.10
Pension	6.85
Health Care	5.95
Training	.35
LECET	.02
IAF	.10

**WAGE RATES FOR TUNNEL,
SHAFT & CAISSON WORK**

ZONE 2

All Counties—Except Wayne, Oakland and Macomb

	Effective 9/1/2009
Class I	\$19.87
Class II	19.96
Class III	20.06
Class IV	20.22
Class V	20.48
Class VI	20.79
Class VII	13.06
Vacation	1.50
Pension	5.55
Health Care	5.05
Training	.35
LECET	.02
IAF	.10

5. Paid-for time for tunnel, shaft and caisson work—Employees' starting and quitting time will begin at the portal of the tunnel or at the collar of the shaft or caisson.

6. AIR PREMIUM. The scale of wages for all employees working in compressed air shall include a fifteen cent (\$.15) per hour flat premium payment, without regard to whether employee is working on straight time or overtime, in addition to the prevailing scale of wages set forth above.

7. Whenever more than six (6) Laborers covered under this Agreement are working on any tunnel, shaft or caisson job, the Contractor shall employ a working foreman, who shall be subject to all the terms and conditions of this Agreement and when working in such capacity shall be paid fifty cents (\$.50) per hour above the tunnel mucker rate. The selection of the foreman shall be the exclusive right of the Contractor.

8. Effective September 1, 2004, the Michigan Laborers' Statewide Apprenticeship Program was implemented. All registered Apprentices will work in accordance with wage and training requirements.

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

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

ARTICLE XXVIII Duration of Agreement

This Agreement covering Open Cut Construction and Tunnel, Shaft & Caisson Construction shall remain in full force and effect until September 1, 2014, and from year to year thereafter, unless written notice of desire to change or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned dates. Such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by registered mail to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, duly authorized, as of the day and year first above written.

FOR:

LABOR RELATIONS DIVISION,
MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION

Robert A. Patzer, Executive Vice President

FOR:

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

Gary Jorgensen, Business Manager

Chris Chwalek, Secretary-Treasurer

MICHIGAN LABORERS' DISTRICT COUNCIL

302 S. Waverly Road, Suite 8
Lansing, MI 48917-3631
www.mi-laborers.org
517/321-2349 FAX: 517/321-3266
Gary Jorgensen, *Business Manager*

AFFILIATED LOCAL UNIONS

Local Union 355

1500 E. Columbia Avenue
Battle Creek, MI 49014-5137
www.local355.org
269/962-8010 FAX: 269/962-1431
Alex Zurek, Business Manager

Local Union 499

3080 Platt Road
Ann Arbor, MI 48108-1808
734/971-5212 FAX: 734/971-0094
Robert Malcolm, Business Manager

Local Union 1075

P.O. Box 5188
Flint, MI 48505-0188
810/686-8381 FAX: 810/686-1906
Dan Husted, Business Manager

Local Union 1076

760 Joslyn Avenue
Pontiac, MI 48340-2917
www.constructionlaborers1076.org
248/334-0509 FAX: 248/334-0584
William Bass, Business Manager

Local Union 1098

345 Morley Drive
Saginaw, MI 48601-9402
989/752-6146 FAX: 989/752-5799
Kendall Pilarski, Business Manager

Local Union 1191

2161 W. Grand Blvd.
Detroit, MI 48208-1115
313/894-2241 FAX: 313/894-6250
Michael Aaron, Business Manager

Local Union 1329

P.O. Box 863
Iron Mountain, MI 49801-0863
906/774-6070 FAX: 906/774-1199
Gene Alessandrini, Business Manager

MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION

P.O. Box 1640
Okemos, MI 48805-1640
www.mi-ita.com
517/347-8336
FAX: 517/347-347-8344
Robert A. Patzer, *Executive Vice President*

2009-2014 AGREEMENT TO BE EXECUTED BETWEEN A CONTRACTOR WHO IS NOT A MEMBER OF THE SIGNATORY GROUP COVERED BY THIS MITA-UNDERGROUND AGREEMENT AND THE UNION

We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement by and between the LABOR RELATIONS DIVISION, MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, MICHIGAN LABORERS' DISTRICT COUNCIL and to become a party thereto. It is also agreed by the undersigned Contractor that any notice given by the Union to the Association pursuant to Article XXVII of the Agreement shall be notice to the Contractor and shall have the same legal force and effect as though it was served upon the Contractor personally. Finally, the Contractor agrees that, unless he notified 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 Contractor 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.

FUTURE RECOGNITION CLAUSE

It is hereby agreed that the Contractor 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).

2009-2014 MITA-UNDERGROUND

Contractor (Firm) Name _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

Fax Number _____

Michigan Corporation &
Security Commission Reg. No. _____

Social Security & Withholding
Tax Reg. No. _____

Workers' Compensation No. _____

Signature _____

Dated _____

Local Union No. _____

Signature _____

Dated _____

(Please return one (1) signed copy to the District Council)
302 S. Waverly Road, Suite 8, Lansing, MI 48917-3631

EXHIBIT A

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

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 other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork lifts.

Unloading, handling and distributing of all materials, doors, doorbucks, door frames, windows, window frames, all mill work, 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 all debris in building and construction area. The general cleanup, including, sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing and 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, ceiling 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

The erection, planking and removal, of all scaffolds for lathers, plasterers, bricklayers and other construction trades crafts, as well as the building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof up to a height of three (3) "bucks." Where self-supported scaffolds or specifically designed scaffolds are built by Carpenters, Laborers shall tend said Carpenters on erection thereof, the dismantling of said scaffolds, as well as preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by Laborers.

With reference to the Masonry Contractors, the Laborers will do the entire erection and dismantling of ALL Scaffolds. The aforesaid jurisdiction is provided by the International Agreement between the Mason Contractors Association of North America, Incorporated and the Laborers' International Union of North America, executed as of January 6, 1955 and amended November 1, 1979, copy of which is incorporated by reference and made a part hereof.

**EXCAVATIONS 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 area 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 transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, 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 on-site portable sawmill operators connected with clearing. Erection, dismantling and/or reinstallation of all fences. Cleanup of right-of-way, including tying 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 and unloading same.

**CONCRETE, BITUMINOUS CONCRETE
AND AGGREGATES**

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunning 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 or 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 mortar, 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 screening, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast 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 h.p.). Disassembling, cleaning, and stockpiling gang forms and all other concrete forms.

(b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in the 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.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) 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.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

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.

STREETS, WAYS AND BRIDGES

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 or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade 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 materials, 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 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, re-surfacing 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 or 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 multi-plate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-concreting 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, gratings and grill work for drains or other purposes. Installation of wellpoints or any other dewatering system.

COMPRESSED AIR

In compressed air, all work underground or in compression chambers, including tending or other aid lock. All work in compressed air construction; including, but not

limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motormen, 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, erector operators, keyboard operators, pebble placer 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 dinky workers, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jet-gunmen, gunnite nozzle men, gunmen, reboundmen and all other work connected therewith.

SEWERS, DRAINS, CULVERTS AND MULTI-PLATE

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multi-plate. All digging, driving of sheet piling, lagging, bracing, shoring, 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 Contractor 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, dowell 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 route 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 sites.

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 on 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, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semiskilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, park, sports arenas and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

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

This will include all demolition and alterations on industrial plants, commercial work and non-commercial work. The wrecking or dismantling of buildings, and all structures. Breaking away wood 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 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 clean-up, 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, sub-grading, 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. All burning or otherwise cutting 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.

STUDIO UTILITY EMPLOYEES

All such work as herein described as may be pertinent to and part of the operation of Motion Pictures and other related types of studios.

USE OF TOOLS

Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein, including carryable pumps, walk-behind fork lift, walk-behind rollers or wackers (with or without levers), walk-behind vibrators (with or with levers), all walk-behind concrete saws regardless of type (self-propelled or manual), gunnite nozzle and machine man, wagon drill operators, air track or similar, walk-behind power roller (one (1) or two (two) barrel), combination tamper and vibrator, walk-behind roller and tamper and power wheelbarrows and buggies.

MISCELLANEOUS

The Laborers shall tend the Carpenters, as well as do all such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former National or International Unions and as may be hereafter acquired, including all such work and jurisdiction as declared by actions of the Executive Council of Conventions of the American Federation of Labor.

**ADDENDUM TO THE 2009 – 2014
UNDERGROUND COLLECTIVE BARGAINING AGREEMENT**

between

Michigan Infrastructure & Transportation Association (MITA)

and

Michigan Laborers' District Council

**ADOPTION OF MICHIGAN LABORERS' PENSION FUND
REHABILITATION PLAN PREFERRED SCHEDULE:**

Effective January 1, 2010, the parties hereby amend this Collective Bargaining Agreement to adopt and incorporate, for the term of this Agreement, the Preferred Schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Michigan Laborers' Pension Fund on January 11, 2010.

MICHIGAN LABORERS' DISTRICT COUNCIL

Gary H. Jorgensen, Business Manager

Date

Chris Chwalek, Secretary-Treasurer

Date

MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION

Michael Nystrom, Vice President

Date