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Title: **Labor Relations Division, Associated Underground Contractors, Inc. and Michigan Laborers' District Council, Laborers International Union of North America (LIUNA), AFL-CIO (1999)**

K#: **8831**

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Union: **Michigan Laborers' District Council, Laborers International Union of North America (LIUNA), AFL-CIO**

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K 8831

1999-2004

2,500 workers

73 pp.

AGREEMENT

between

**LABOR RELATIONS DIVISION
ASSOCIATED UNDERGROUND
CONTRACTORS, INC.**

and

**MICHIGAN LABORERS'
DISTRICT COUNCIL**

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



AUC

Effective September 1, 1999

9/1/99 - 9/1/2004

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AGREEMENT

AGREEMENT, made and entered into as of the 1st day of September, 1999, between the Labor Relations Division, Associated Underground Contractors, Inc. ("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 employers. It is further agreed and understood that the liabilities of the employers 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 or 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 .....	3

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, Associated Underground Contractors, Inc. 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 or 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 any party.

7. (a) When a Contractor intends to hire new employees beyond a Contractors' 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/MS results reviewed with employee to determine if any reason exists other than substance abuse for positive test prior to disciplinary action.
7. Except for pre-employment testing all employees shall be paid their hourly rate for all time spent complying with the employers' substance abuse 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 placed 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 an employer 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 or non-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 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 obli-

gated 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 question 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 and Holiday Trust Fund — Detroit and 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 and 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 and Apprenticeship Fund, dated September 1, 1971;

8. The Trust Agreement for the Michigan Laborers' and Employers' Cooperation and 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.

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** shall pay monthly into the **Laborers' Vacation and Holiday Trust Fund — Detroit and Vicinity**, the amount specified in Articles XXV and XXVII of this Agreement for all hours actually worked.

(b) When work is performed on an overtime basis, the vacation and holiday pay contributions shall also be on an overtime basis, **provided, however**, that the amount representing the overtime premium shall be included in the employee's pay check. For example, an employee working at time and one-half (1½) shall receive three dollars (\$3.00) for all hours actually worked. Of such three dollars (\$3.00) per hour, two dollars (\$2.00) per hour is to be sent to the **Laborers' Vacation and Holiday Trust Fund — Detroit and Vicinity** and one dollar (\$1.00) per hour is to be included in the employee's pay.

(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* shall pay monthly into the **Michigan Laborers' Vacation Fund** the amount specified in Articles XXV and XXVII of this Agreement for all hours actually worked.

(b) When work is performed on an overtime basis, the vacation pay contribution shall also be on an overtime basis, **provided, however**, that the amount representing the overtime premium shall be included in the employee's pay check. For example, an employee working at time and one-half (1½) shall receive one dollar and fifty cents (\$1.50) per hour for vacation pay. Of such one dollar and fifty cents (\$1.50) one dollar (\$1.00 per hour is to be sent to **Michigan Laborers' Vacation Fund** and fifty cents (50¢) per hour is to be included in the employee's pay.

(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 in **Wayne, Oakland and Macomb Counties** shall pay into the **Laborers' Pension Trust Fund — Detroit and Vicinity** 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.

2. All Counties except Wayne, Oakland and Macomb

(a) All Contractors performing work covered by this Agreement **except in Wayne, Oakland and Macomb Counties** shall pay into the **Michigan Laborers' Pension 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 IX

Laborers' Training and Apprenticeship Fund

1. All Contractors performing work covered by this Agreement shall pay into the **Michigan Laborers' Training and 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, 1999, 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' and Employers' Cooperation and Education Trust Fund

1. All Contractors performing work covered under this Agreement shall pay into the Michigan Laborers' and Employers' Cooperation and Education Trust Fund (L/M.T.) 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 XII

Laborers' Annuity Fund

Effective September 1, 1996, all Contractors performing work covered under this Agreement in Wayne, Oakland and Macomb Counties shall pay into the Laborers' Annuity Fund — Detroit and 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.

Effective September 1, 1999 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

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").

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 employers' 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.

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.

After the Excess Plan Administrator's deduction for the amounts listed above, all remaining sums contributed by

employers shall be paid to the Michigan Laborers' Pension Fund.

The Excess Plan is authorized and delegated on behalf of Contributing Employers 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 and Apprenticeship Fund, Vacation and Holiday Funds, Health Care Funds, Pension Funds, Laborers' and Employers' Cooperation and 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 And 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 a 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, 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 Contractors' 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, of 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, or if the Board fails to meet within

ten (10) days after the grievance is submitted to the Board, or such other time as agreed upon, the matter may 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 agree upon an arbitrator within five (5) days from the date of reaching impasse on a grievance or within five (5) days from the failure of the Board to meet, then the Association or the Union may file a written request to proceed to arbitration with the Federal Mediation and Conciliation Service Office of Arbitration Services ("FMCS-OAS"), notifying FMCS-OAS of their desire to obtain a panel of seven (7) arbitrators. Either party shall have the option of requesting a second and final panel or arbitrators from FMCS-OAS. The FMCS-OAS panels shall consist of arbitrators from across the mid-west. The arbitrator shall be selected from said panel or panels by an alternate striking of names. The moving party shall strike first and the parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator. 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 and Apprenticeship Fund Annuity Funds, Laborers' and Employers' Cooperation and 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 wages 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 And Benefits

Upon at least sixty (60) days prior notice and upon mutual consent and written agreement between the Labor Relations Division, Associated Underground Contractors, Inc. and the Michigan Laborers' District Council, the Union may, effective on any anniversary date of this Agree-

ment, 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 and Apprenticeship Fund payments, Laborers' and Employers' Cooperation and Education Trust Fund payments or payments to the Laborers' Annuity Funds. The written agreement between the Labor Relations Division, Associated Underground Contractors, Inc. 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 and Apprenticeship Fund, Laborers' and Employers' Cooperation and Education Trust Fund or Laborers' Annuity Funds is discontinued during the term of this Agreement, the contribution to the discontinued fund shall be added to the wage rates, or paid into another fringe benefit fund, as notified by the Union.

Part II

OPEN CUT CONSTRUCTION

**(DOES NOT APPLY to Tunnel, Shaft and
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 I through 8.

2. Open cut construction work shall not include any structural modifications, alterations, 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 and 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 Southeast part of Livingston County.

Zone 3: Jackson, Hillsdale, Lenawee, Clinton, Eaton, Ingham, St. Clair, Sanilac and Western part of Livingston and 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, VanBuren, 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.

Zone 5: Entire Upper Peninsula.

ARTICLE XXV

Classifications and 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, break-wall, 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 h.p.), windlass and tugger man and directional boring man.

Class IV: Trench or excavating grade man.

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

Class VI: Grouting man, top man assistant, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work.

Class VII: Restoration Laborer, 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. 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 1996-1999 Agreement between the Union and the AUC, 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 1996-1999 Agreement between the Union and the AUC, 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.

In cases where market recovery is desired, a two person panel, one from the Michigan Laborers District Council (MLDC) and one from Associated Underground Contractors, Inc. (AUC) or Contractor, will be established. MLDC will notify AUC of all market recovery reached with contractors. The panel will have the authority to accept, modify or reject wage rates on a project basis. Effective September 1, 1990, and in the event of a dispute, the two person panel will seek an independent third party in an expedited procedure to resolve the dispute and determine whether the proposed rate is consistent or inconsistent with comparable area rates. The independent third party will be selected by mutual agreement between the Association and

the Union prior to September 1, 1990. Market recovery shall apply to all projects covered by this Agreement.

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 9/1/99	Effective 9/1/2000	Effective 9/1/2001
Class I.	\$16.84	\$17.42	PLUS
Class II.	16.95	17.53	\$0.85
Class III.	17.00	17.58	
Class IV.	17.08	17.66	
Class V.	17.14	17.72	
Class VI.	14.59	15.17	
Class VII.	11.21	11.79	
Vacation.	2.00	2.00	
Health Care.	3.35	3.35	
Pension.	2.45	2.45	
Training. ....	.15	.17	
Annuity.	1.00	1.25	
L.M.T. ....	.10	.10	
I.A.F. ....	.10	.10	

09/01/2002 – .90¢ Increase. Breakdown to be determined.

09/01/2003 – .90¢ Increase. Breakdown to be determined.

WAGE RATES FOR OPEN CUT CONSTRUCTION WORK

ZONE 2

Counties of Monroe, Washtenaw and Southeast part
of Livingston County

	Effective 9/1/99	Effective 9/1/2000	Effective 9/1/2001
Class I.....	\$17.34	\$17.82	PLUS
Class II.....	17.45	17.93	\$0.85
Class III.....	17.57	18.05	
Class IV.....	17.64	18.12	
Class V.....	17.79	18.27	
Class VI.....	15.09	15.57	
Class VII.....	11.73	12.21	
Vacation.....	1.45	1.50	
Health Care.....	2.45	2.55	
Pension.....	1.70	1.80	
Training.....	.15	.17	
Annuity.....	.40	.50	
L.M.T.....	.10	.10	
E.A.F.....	.10	.10	

09/01/2002 – .90¢ Increase. Breakdown to be
determined.

09/01/2003 – .90¢ Increase. Breakdown to be
determined.

WAGE RATES FOR OPEN CUT CONSTRUCTION WORK

ZONE 3

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

	Effective 9/1/99	Effective 9/1/2000	Effective 9/1/2001
Class I	\$16.33	\$16.71	PLUS
Class II	16.47	16.85	\$0.75
Class III	16.59	16.97	
Class IV	16.64	17.02	
Class V	16.78	17.16	
Class VI	14.08	14.46	
Class VII	11.23	11.61	
Vacation	1.45	1.50	
Health Care	2.45	2.55	
Pension	1.70	1.80	
Training . . . . .	.15	.17	
Annuity . . . . .	.40	.50	
L.M.T. . . . .	.10	.10	
I.A.F. . . . .	.10	.10	

09/01/2002 – .85¢ Increase. Breakdown to be determined.

09/01/2003 – .85¢ Increase. Breakdown to be determined.

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. Joesph, VanBuren, 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 9/1/99	Effective 9/1/2000	Effective 9/1/2001
Class I	\$15.24	\$15.62	PLUS
Class II	15.37	15.75	\$0.75
Class III	15.48	15.86	
Class IV	15.55	15.93	
Class V	15.67	16.05	
Class VI	12.89	13.27	
Class VII	11.23	11.61	
Vacation	1.45	1.50	
Health Care	2.45	2.55	
Pension	1.70	1.80	
Training . . . . .	.15	.17	
Annuity . . . . .	.40	.50	
L.M.T. . . . .	.10	.10	
I.A.F. . . . .	.10	.10	

09/01/2002 – .85¢ Increase. Breakdown to be determined.

09/01/2003 – .85¢ Increase. Breakdown to be determined.

WAGE RATES FOR OPEN CUT CONSTRUCTION WORK

ZONE 5

Entire Upper Peninsula

	Effective 9/1/99	Effective 9/1/2000	Effective 9/1/2001
Class I.....	\$15.47	\$15.85	PLUS
Class II.....	15.61	15.99	\$0.75
Class III.....	15.74	16.12	
Class IV.....	15.79	16.17	
Class V.....	15.84	16.22	
Class VI.....	13.22	13.60	
Class VII.....	11.33	11.71	
Vacation.....	1.45	1.50	
Health Care.....	2.45	2.55	
Pension.....	1.70	1.80	
Training.....	.15	.17	
Annuity.....	.40	.50	
L.M.T.....	.10	.10	
I.A.F.....	.10	.10	

09/01/2002 – .85¢ Increase. Breakdown to be determined.

09/01/2003 – .85¢ Increase. Breakdown to be determined.

5. The parties hereby agree to the establishment of an Inexperienced Laborers rate according to the following conditions:

(a) The ratio of inexperienced to experienced laborers shall not exceed one (1) inexperienced laborer to every four (4) experienced laborers on any one project. Laborers working under the Restoration Laborer Classification VII shall be excluded from the ratio.

(b) An inexperienced laborer is defined as an individual who has not worked for a period of 120 calendar days under this Agreement or the immediately preceding Agreement between the Associated Underground Contractors, Inc. and the Michigan Laborers District Council.

(c) Fringes to be paid per this Agreement.

(d) The inexperienced laborers' rate will be as follows:

First 3 months — 65% of Class I rate

Second 3 months — 75% of Class I rate

Third 3 months — 85% of Class I rate

After 9 months — 100% of applicable rate

Part III
TUNNEL, SHAFT AND
CAISSON CONSTRUCTION

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

Part III
TUNNEL, SHAFT and
CAISSON CONSTRUCTION

ARTICLE XXVI

Tunnel, Shaft and 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, aquafers, 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 And 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 and Caisson Laborers where no labor work is performed).

Class II: Manhole, headwall, catch basin builder, brick-layer 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 h.p.)

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 Laborer, 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 and Caisson Construction is divided into three (3) 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 1996-1999 Agreement between the Union and the AUC, 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 1996-1999 Agreement between the Union and the AUC, 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.

In cases where market recovery is desired, a two person panel, one from the Michigan Laborers District Council (MLDC) and one from Associated Underground Contractors, Inc. (AUC) or Contractor, will be established. MLDC will notify AUC of all market recovery reached with contractors. The panel will have the authority to accept, modify or reject wage rates on a project basis. Effective September 1, 1990, and in the event of a dispute, the two person panel will seek an independent third party in an expedited procedure to resolve the dispute and determine whether the proposed rate is consistent or inconsistent with comparable area rates. The independent third party will be selected by mutual agreement between the Association and

the Union prior to September 1, 1990. Market recovery shall apply to all projects covered by this Agreement.

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 AND CAISSON WORK

ZONE 1

Counties of Wayne, Oakland and Macomb

	Effective 9/1/99	Effective 9/1/2000	Effective 9/1/2001
Class I.	\$16.99	\$17.57	PLUS
Class II.	17.10	17.68	\$0.85
Class III.	17.16	17.74	
Class IV.	17.34	17.92	
Class V.	17.60	18.18	
Class VI.	17.92	18.50	
Class VII.	11.20	11.78	
Vacation.	2.00	2.00	
Health Care.	3.35	3.35	
Pension.	2.45	2.45	
Training. ....	.15	.17	
Annuity.	1.00	1.25	
L.M.T. ....	.10	.10	
I.A.F. ....	.10	.10	

09/01/2002 – .90¢ Increase. Breakdown to be determined.

09/01/2003 – .90¢ Increase. Breakdown to be determined.

WAGE RATES FOR TUNNEL, SHAFT AND CAISSON WORK

ZONE 2

All Counties — Except Wayne, Oakland and Macomb

	Effective 9/1/99	Effective 9/1/2000	Effective 9/1/2001
Class I	\$18.19	18.67	PLUS
Class II	18.28	18.76	\$0.85
Class III	18.38	18.86	
Class IV	18.54	19.02	
Class V	18.80	19.28	
Class VI	19.11	19.59	
Class VII	11.38	11.86	
Vacation	1.45	1.50	
Health Care	2.45	2.55	
Pension	1.70	1.80	
Training . . . . .	.15	.17	
Annuity . . . . .	.40	.50	
L.M.T. . . . .	.10	.10	
I.A.F. . . . .	.10	.10	

09/01/2002 – .90¢ Increase. Breakdown to be determined.

09/01/2003 – .90¢ Increase. Breakdown to be determined.

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 cents (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. The parties hereby agree to the establishment of an Inexperienced Laborers rate according to the following conditions:

(a) The ratio of inexperienced to experienced laborers shall not exceed one (1) inexperienced laborer to every four (4) experienced laborers on any one project. Laborers working under the Restoration Laborer Classification VII shall be excluded from the ratio.

(b) An inexperienced laborer is defined as an individual who has not worked for a period of 120 calendar days under this Agreement or the immediately preceding Agreement between the Associated Underground Contractors, Inc. and the Michigan Laborers District Council.

(c) Fringes to be paid per this Agreement.

(d) The inexperienced laborers' rate will be as follows:

First 3 months	— 65% of Class I rate
Second 3 months	— 75% of Class I rate
Third 3 months	— 85% of Class I rate
After 9 months	— 100% of applicable rate

ARTICLE XXVIII

Duration Of Agreement

This Agreement covering Open Cut Construction and Tunnel, Shaft and Caisson Construction shall remain in full force and effect until September 1, 2004, 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
ASSOCIATED UNDERGROUND
CONTRACTORS, INC.**

Robert A. Patzer, Executive Director

FOR:

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

Gerald R. Hall, Jr., Business Manager

Richard Turner, Secretary-Treasurer

MICHIGAN LABORERS' DISTRICT COUNCIL

3721 W. Michigan, Suite 203
Lansing, Michigan 48917-3600
(517) 312-2349
FAX (517) 321-3266
Jerry Hall, *Business Manager*

AFFILIATED LOCAL UNIONS

Laborers' Local Union 355

1500 E. Columbia Avenue
Battle Creek, MI 49017
(616) 962-8010 Fax 962-1431
G. Jorgensen, *Business Manager*

Laborers' Local Union 959

3080 Platt Road
Ann Arbor, MI 48104
(734) 971-5212 Fax 971-0094
R. Malcolm, *Business Manager*

Laborers' Local Union 334

2967 E. Grand Blvd.
Detroit, MI 48202
(313) 873-9122 Fax 873-8884
V. Covington, *Business Manager*

Laborers' Local Union 998

4209 S. Pennsylvania Avenue
Lansing, MI 48910
(517) 393-9564 Fax 393-3215
D. Brzesinski, *Business Manager*

Laborers' Local Union 463

P.O. Box 611745
Port Huron, MI 48060
(810) 984-2677 Fax 984-3861
W. Karl, *Business Manager*

Laborers' Local Union 1075

P.O. Box 5188
Flint, MI 48405
(810) 686-8381 Fax 686-1906
D. Husted, *Business Manager*

Laborers' Local Union 465

1110 E. Second Street
Monroe, MI 48161
(734) 241-5488 Fax 241-1378
J. McKart, *Business Manager*

Laborers' Local Union 1076

760 Joslyn Avenue
Pontiac, MI 48058
(248) 334-0509 Fax 334-0584
R. Chwalek, *Business Manager*

Laborers' Local Union 1098
345 Morley Drive
Saginaw, MI 48601
(517) 752-6146 Fax 752-5799
J. Hartupee, *Business Manager*

Laborers' Local Union 1329
P.O. Box 863
Iron Mountain, MI 49801
(906) 774-7070 Fax 774-1199
G. Alessandrini, *Business Manager*

Laborers' Local Union 1191
2161 W. Grand Blvd.
Detroit, MI 48208
(313) 894-2241 Fax 894-6250
Jimmy Cooper, *Business Manager*

**ASSOCIATED UNDERGROUND
CONTRACTORS, INC.**

3413 Woods Edge Dr., Suite A
Okemos, Michigan 48864
(517) 347-8336
Robert A. Patzer, *Executive Director*

1999-2004 AGREEMENT

AGREEMENT TO BE EXECUTED BETWEEN A CONTRACTOR WHO IS NOT A MEMBER OF THE SIGNATORY GROUP COVERED BY THIS 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, ASSOCIATED UNDERGROUND CONTRACTORS, INC. and THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, 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 notifies the Union to the contrary by certified ail 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 employer shall voluntarily recognize the Union as the exclusive collective bargaining representatives, within the meaning of Section 9(a) of the NLRA, of all employees in the unit defined in this Collective Bargaining Agreement, whenever the Union presents evidence of its designation by a majority of the workforce then employed in such unit (in the form of authorization cards or forms, union membership applications, or any combination thereof).

1999-2004

Contractor (Firm) Name _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____
(Area Code)

Michigan Corporation and
Security Commission Reg. No. _____

Social Security and
Withholding Tax Reg. No. _____

Workers' Compensation No. _____

Signature _____
(Title)

Dated _____

Local Union No. _____

Signature _____
(Title)

Dated _____

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 any 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, 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. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas.

The ageing and curing of concrete; mortar and other materials applied 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

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 specially 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 the 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 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 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. Coker setters, off bearers, lumber handling and all laborers connected with on-site portable sawmill operations connected with clearing. erection, dismantling and/or re-installation of all fences. Clean-up 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 and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of 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, 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 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 (whether in the open or in the blind), 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 screeding, 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 section. 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.*

(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 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 pot or hoppers on sand-blasting 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 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 therefor. 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, unload-

ing, 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, back-filling, grading, and resurfacing 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 pilings, 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, TUNNELS, SUBWAYS AND SEWERS

Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dam levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purpose, 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 tim-

bering or retimbering, 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, pumpcreting 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. Excavating 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 treme work over water on caissons, pilings, abutments, etc. Excavating, grading, grade preparation and landscaping of approaches, installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

COMPRESSED AIR

In compressed air all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brake men, 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, keyboard operators, power knife operator, erector operators, pebble placer operators, car pushers, group machine operators, steel setters, cage tenders, skinners, track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chuck tenders, cable tenders, vibratormen, jetgunmen, gunnite nozzlemen, 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, driving of sheet piling, lagging, bracing, shoring, and cribbing, breaking of concrete, back-filling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pile. Pile laying, leveling and making of the joint of any pipe used 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 to side sewer to building or structure except that employer may direct that this work be done under proper supervision. (Referee Hutchenson's decision.) Laying, leveling and making of the joint of all multicell conduit or multipurpose pipe. cutting the 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 and drain fields.

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 of house moving, shoring, and underpinning of structures. Loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and cor

crete work. Clean-up 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 carrying, handling, laying out of hoses. Steel 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 signalmen 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 loading and unloading, 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 laboratory; 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 semi-skilled work 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, and 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, back filling and landscaping of the site of wrecked structure.

RAILROAD 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. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, gradings, siding, crossing, 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 Picture and other related types of studios.

USE OF TOOLS

Operation of all hand, pneumatic, electric, motor, combustion or air driven tools, concrete saws 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 without 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 (2) barrel), combination tamper and vibrator, walk-behind roller and tamper and power wheelbarrows anduggies.

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*.