

2025-2030

ROAD AGREEMENT

between

LABOR RELATIONS DIVISION

of the

MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION

and the

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

Effective June 1, 2025  
Thru May 31, 2030

## **AGREEMENT**

This Agreement is made and entered into as of the 1st day of June 2025, by and between the LABOR RELATIONS DIVISION OF THE MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION hereinafter called the LRD) and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, MICHIGAN LABORERS' DISTRICT COUNCIL, acting for and on behalf of its affiliated Local Unions having jurisdiction over work covered by this Agreement in the State of Michigan (hereinafter called the Union).

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

## **ARTICLE I**

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

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

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

## **ARTICLE II**

### **DEFINITIONS**

1. "Contractor" where used in this Agreement means any Contractor who is a member of the Labor Relations Division of the Michigan Infrastructure & Transportation Association and is engaged in either Highway Construction work or Airport Construction

work, but does not mean or include any Contractor engaged in building construction as the latter class of construction work is separate and distinct from the two classes specified above in respect to the terms and conditions of employment and the nature of the work, as well as the class and skill of the workers required.

2. The word "work" when used herein means Highway Construction or Airport Construction work, coming within the jurisdiction of the Union.

3. "Highway Construction" work is defined as all work ordinarily included in public or private highway construction contracts, whether inside or outside private property lines, such as, for example, bridges, sewers and street grading, street paving, curb setting, sidewalks, parking lots and work connected therewith, etc., any concrete slab work, sound barrier walls and vehicular and rail transportation construction which is built in accordance with Highway or Bridge Construction methods. Any construction work not related to Highway Construction work as defined above and the construction of buildings shall not come under the jurisdiction of this Agreement.

4. "Airport Construction" work is defined as grading, paving, drainage and similar work inside 11 ft to the construction of runways but excluding the construction of buildings.

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

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

### **ARTICLE III**

#### **RIGHTS**

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

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

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

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

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

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

(b) Union agrees to furnish at all times, upon the Employer's request, fully qualified and competent applicants in a sufficient number to meet the Employer's manpower needs. The Contractor shall have the right to take his employees or former employees covered by this Agreement from one location to another within the jurisdiction of this Agreement. When the Contractor needs additional help beyond the Contractor's regular employees, including employees who are laid off and/or transferred from another project of the same Contractor, the Contractor agrees to give the Local Union having jurisdiction over the work to be performed an opportunity to refer any additional employees. A regular employee shall be defined as one who has been on the payroll of said Contractor within the immediate past twelve (12) months. The Contractor shall have the right to reject any and all applicants.

(c) The Contractor will notify the job Steward or Business Representative of the Union, at their request, of the names of all newly hired employees performing work covered by this Agreement.

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



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

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

## **STEWARDS**

1. (a) The Union may select an employee from among the workers working on a job to be the Union Steward. In the event the Union determines there is no employee working on the job who is capable of performing the duties of a Steward, then the Union may recommend an applicant for employment to the Contractor. Any such applicant shall be competent worker and shall be capable of performing the duties of a Steward. Any applicant for employment recommended by the Union must be satisfactory to the Contractor. The selection of a job Steward shall not increase the number of workers to be employed on the job as determined by the Contractor.

(b) The Steward shall perform the duties of the job to which he/she is assigned but will be allowed a reasonable time to perform such of his/her Union duties as cannot be performed during nonworking hours. The Steward shall not interfere with the job in carrying out his/her duties.

(c) The Union shall notify the Contractor of the name of the employee appointed to act as Steward. Such notice shall be given by letter to the Contractor. The Contractor will give the Union at least twenty-four (24) hours notice before the job Steward is laid off, transferred or discharged.

(d) If the Steward is not on the job for any reason, the Union or the Steward may appoint an Acting Steward to act in his/her place so that the Union can have a representative on the job whenever employees covered by this Agreement are working. The Steward, and any Acting Steward, shall have no authority to take strike action or any other action interrupting the Contractors' business.

2. This Agreement is not to apply to any operations or business in which any Contractor is engaged except Highway Construction work and Airport Construction work, and is not to apply to any work except that coming within the jurisdiction of the Union.

## **ARTICLE IV**

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

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

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

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

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

### **Jurisdiction**

**Tenders:** Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and handling and conveying of materials to be used by mechanics or 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 all other materials to such mechanic, whether by silo mixer, bucket, hod, wheelbarrow, buggy, or any motorized unit used for such purpose, including bobcats, and unloaders for cement masons and concrete contractors, forklifts for brick masons and/or any other machine which replaces the wheelbarrow.

Unloading, handling, and distributing of all materials, fixtures, furnishings, furniture, and appliances whether crated or uncrated 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 salamanders, heaters or any other drying process.

Cleaning and clearing of all debris and recycled material, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structures and cleaning of 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, and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bath-rooms, 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 applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses, tunnels, bridges, approaches, viaducts, ramps, or other similar surfaces by any mode or method.

All fire watch, hole watch, and confined space entry watch for the above-mentioned craft. Firestopping applies where the Employer elects to assign such work to Laborers. Firestopping, fireproofing beams, ceilings, walls and floors with all forms of fire prevention materials.  
Safety and deck monitoring.

**Scaffolds:** Erection, planking, maintenance and removal of all scaffolds and windbreaks for lathers, plasterers, bricklayers, masons and other construction trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

**Excavations and Foundation-Site Preparation and Clearance For 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 sandbags 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 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 operations 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 tests, operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same; all GPS equipment and lasers, and grade checking.

**Concrete, Bituminous Concrete and Aggregates.** (a) Concrete, bituminous concrete or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunning and otherwise placing concrete or aggregate, 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, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunned, or placed by any other process. The assembly, uncoupling of all connections and/or parts of, to equipment used in mixing or conveying concrete, aggregate, or mortar, and the clearing of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strikeoff of concrete or aggregates by floating, rodding or screening by hand or mechanical means prior to finishing. Where prestressed 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.

(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 material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger 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 hoses and pots 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, ramming, curbing, flagging and surfacing of streets, striping, street markings and other pavement markings, Laborers engaged in layout work, cleanup and helping painters involved in any pavement markings, 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 screening 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, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

Lagging for bridge decks, if the Employer elects to assign this work to Laborers.

**Concrete and Asphalt Testing and Quality Control.** All work in connection with quality

assurance/quality control and the collection and testing of construction materials and soil samples for the purposes of quality control/quality assurance. (Concrete and Asphalt Testing and Quality Control shall not be subject to the subcontracting restrictions in Article II).

**Trenches, Manholes, Handling and Distribution of Pipe, Etc.** Cutting of streets and ways for laying of pipe, 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 to the first joint from the building, gas mains, and all pipe, including placing, setting and removal of skids. Cribbing, driving or sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring concrete and handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

**Shafts and Tunnels, Subways and Sewers.** Construction of sewers, shafts, tunnels, subways, caissons, coffer- dams, dikes, dams, levies, 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 or shafts. The cutting, drilling and installation of material used for timbering, or retimbering, 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, pumpscreeing or guniting 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 tremie 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 well points or any other dewatering system.

**Compressed Air.** In compressed air all work underground or in compressed 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, brakemen, miner's helpers, lock tenders, mucking machine operators, mortar men, gauge tenders, rodmen, compressed air electricians, setting of line plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men; concrete blower operators, cement (invert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car punches, grout machine operators, steel setters, cage tenders, skinner track layers, dumpmen, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chuck tenders and cable tenders, vibratormen, jetgunmen, gunite, nozzle men, gunmen, reboundmen and all other work connected therewith.



**Sewer, Drains, Culverts and Multiplate.** Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multi-plate. All digging, breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of 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, iron-stone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure, except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

**Inspection, Maintenance and Repair of Underground Utilities and Sewers.** All underground and preparatory work, which includes televised inspections, telegrouting, root cutting, herbicide application, lining, vacuuming, vacuum excavation, and jetting, in new or existing utilities, water mains, structures, shafts, tunnels, sewers, drains, pipes and related structures of every character and description; all work performed on the ground when excavating with a vac-truck.

**Underpinning, Lagging, Bracing, Propping and Shoring.** Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual and hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

**Drilling and Blasting.** All work of drilling jackhammering and blasting. Operation of all rock and concrete drills, including 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 and 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, road guarding.

**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, power stations, oil refineries, chemical plants and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material 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, rest rooms and furniture. All fire watch attendants when multi-craft personnel are used, and all general area fire watch. Attendants for all confined space entry when multi-craft personnel are used. All attendants for foreign material exclusion when single or multi-craft are used.

**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 nature, including Laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, parks, sports area 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.** The wrecking or dismantling of buildings and all structures, breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and 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 junkyards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup removal of debris, burning, backfilling and landscaping of the site of wrecked structures.

**Railroad Track Work.** Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. 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 main line, shoe flies, sidings, gradings, crossing, relocating of pipes and drainage and culverts and 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, electrical, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein. In short, all unskilled labor connected with work undertaken by members of the party of the first part, and the handling of all materials or appliances in any trade where it will be more economical to have the work performed by Laborers as may be decided by the Employer, subject to appeal to and decision of the Joint Grievance Committee.

**Miscellaneous.** 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 or conventions of the American Federation of Labor.



2. **UNION SHOP** - It is agreed that as a condition of employment all present and future employees covered by this Agreement shall, after completion of their seventh (7th) day of employment with the Contractor or the effective date of this Agreement, whichever is later either:

(a) become members of the Union to the extent of paying the initiation fee and periodic Union membership dues uniformly required as a condition of acquiring or retaining membership in the Union, or

(b) pay an amount equal to the Union's initiation fee and the regular periodic Union membership dues uniformly required as a condition of acquiring or retaining such membership to the Union.

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

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

3. **LIUNA Code of Performance** - To implement the LIUNA Code of Performance adopted by LIUNA, the Employer agrees to designate discharges "for cause," when appropriate, as described in the following Notification of Termination clause and to substantiate such cause if necessary in proceedings under the Code of Performance.

This clause is intended only to assist the Union in implementing its Code of Performance and a worker's only rights thereunder are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this Agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.

### Notification of Termination Form

Instructions: Immediately upon termination of an employee for any cause other than lack of work, please mail, fax or scan and email this completed form to the District Council or Local Union.

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Name of Employer completing this form:

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Address

---

City

State

Zip

---

Telephone

Fax

---

Authorized Signature

---

Name of Authorized Person

---

Name of Employee Being Terminated

---

Date of Termination

Reason for Termination (Check one or more):

Excessive Absenteeism:

\_\_\_\_\_

Excessive Tardiness:

\_\_\_\_\_

Lack of Required Skills:

(This area cannot be checked for Apprentices)

\_\_\_\_\_

Insubordination :

\_\_\_\_\_

Theft:

\_\_\_\_\_

## ARTICLE V

### CLASSIFICATIONS

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

(b) Fringe Benefits are to be paid on every employee working under this Agreement.

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

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

**Class 1**

Asphalt Shoveler or loader, asphalt plant misc., asphalt raker tender, burlap man, carpenters' tender, yard man, guard rail builder's tender, Earth Retention barrier and wall and M.S.E. Wall installers Tender, Highway and median barrier installers tender (including sound, retaining and crash barriers), fence erector's tender, dumper (wagon, Truck, etc.), joint filling labor, misc., unskilled labor, sprinkler labor, form setting labor, form stripper, pavement reinforcing, handling and placing (e.g., wire mesh, steel mats, dowel bars, etc.), mason's or bricklayer's tender on manholes, manhole builder, headwalls, etc., waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning, bridge painting, etc., (spray, roller and brush), sandblasting, pressure grouting, bridge pin and hanger removal, Material Recycling Laborer, Horizontal Paver Laborer (brick, concrete, clay, stone and asphalt), Ground Stabilization and Modification Laborer, grouting, waterblasting, Top Man, and railroad track and trestle laborer, sign installer and remote control operated equipment.

**Effective the first full pay period on or after June 1, 2025**

	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
*Base	\$30.51	\$28.37	\$27.62	\$29.02
*Vacation	5.00	5.00	5.00	4.50
Pension	7.00	7.00	7.00	7.00
Health Care	6.00	6.00	6.00	6.00
Training	.45	.45	.45	.45
Annuity	1.00	<u>1.00</u>	<u>1.00</u>	0.00
LECET	.36	<u>.45</u>	<u>.45</u>	.55
	\$50.32	\$48.27	\$47.52	\$47.52
Ind. Promotion	.12	.12	.12	.12
TOTAL	\$50.44	\$48.39	\$47.64	\$47.64

\*Taxable Income subject to Federal Withholding & FICA.

The foreman shall be selected by and be the representative of the Employer. He/She shall not be required to violate any part of this Agreement as a condition of employment. When six (6) or more members of the Union are employed, one (1) shall act as a working foreman and receive the foreman rate of pay. He/She shall be paid at least **Three dollars (\$3.00)** per hour more than the base wage of the classification at which the Foreman is working. There is no stacking of premium.

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

**Effective the first full pay period on or after June 1, 2025**

	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
*Base	\$30.64	\$28.57	\$27.83	\$29.23
*Vacation	5.00	5.00	5.00	4.50
Pension	7.00	7.00	7.00	7.00
Health Care	6.00	6.00	6.00	6.00
Training	.45	.45	.45	.45
Annuity	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>
LECET	<u>.36</u>	<u>.45</u>	<u>.45</u>	<u>.55</u>
	\$50.45	\$48.47	\$47.73	\$47.73
Ind. Promotion	.12	.12	.12	.12
TOTAL	\$50.57	\$48.59	\$47.85	\$47.85

\*Taxable Income subject to Federal Withholding & FICA.

The foreman shall be selected by and be the representative of the Employer. He/She shall not be required to violate any part of this Agreement as a condition of employment. When six (6) or more members of the Union are employed, one (1) shall act as a working foreman and receive the foreman rate of pay. He/She shall be paid at least **Three dollars (\$3.00)** per hour more than the base wage of the classification at which the Foreman is working. There is no stacking of premium.

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

**Effective the first full pay period on or after June 1, 2025**

	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
*Base	\$30.82	\$28.81	\$28.12	\$29.52
*Vacation	5.00	5.00	5.00	4.50
Pension	7.00	7.00	7.00	7.00
Health Care	6.00	6.00	6.00	6.00
Annuity	1.00	1.00	1.00	0.00
Training	.45	.45	.45	.45
LECET	<u>.36</u>	<u>.45</u>	<u>.45</u>	<u>.55</u>
	\$50.63	\$48.71	\$48.02	\$48.02
Ind. Promotion	.12	.12	.12	.12
TOTAL	\$50.75	\$48.83	\$48.14	\$48.14

\*Taxable Income subject to Federal Withholding & FICA.

The foreman shall be selected by and be the representative of the Employer. He/She shall not be required to violate any part of this Agreement as a condition of employment. When six (6) or more members of the Union are employed, one (1) shall act as a working foreman and receive the foreman rate of pay. He/She shall be paid at least **Three dollars (\$3.00)** per hour more than the base wage of the classification at which the Foreman is working. There is no stacking of premium.

**Class 4** Asphalt raker, GPS layout, grade checker and solar worker.

**Effective the first full pay period on or after June 1, 2025**

	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
*Base	\$30.90	\$29.16	\$28.56	\$29.96
*Vacation	5.00	5.00	5.00	4.50
Pension	7.00	7.00	7.00	7.00
Health Care	6.00	6.00	6.00	6.00
Training	.45	.45	.45	.45
Annuity	<u>1.00</u>	<u>1.00</u>	1.00	0.00
LECET	<u>.36</u>	<u>.45</u>	<u>.45</u>	<u>.55</u>
	\$50.71	\$49.06	\$48.46	\$48.46
Ind. Promotion	.12	.12	.12	.12
TOTAL	\$50.83	\$49.18	\$48.58	\$48.58

\*Taxable Income subject to Federal Withholding & FICA

The foreman shall be selected by and be the representative of the Employer. He/She shall not be required to violate any part of this Agreement as a condition of employment. When six (6) or more members of the Union are employed, one (1) shall act as a working foreman and receive the foreman rate of pay. He/She shall be paid at least **Three dollars (\$3.00)** per hour more than the base wage of the classification at which the Foreman is working. There is no stacking of premium.

**Class 5** Pipe Layers, oxy-gun, CDL driver.

**Effective the first full pay period on or after June 1, 2025**

	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
*Base	\$31.11	\$29.03	\$28.18	\$29.58
*Vacation	5.00	5.00	5.00	4.50
Pension	7.00	7.00	7.00	7.00
Health Care	6.00	6.00	6.00	6.00
Training	.45	.45	.45	.45
Annuity	1.00	1.00	1.00	0.00
LECET	<u>.36</u>	<u>.45</u>	<u>.45</u>	<u>.55</u>
	\$50.92	\$48.93	\$48.08	\$48.08
Ind. Promotion	.12	.12	.12	.12
TOTAL	\$51.04	\$49.05	\$48.20	\$48.20

\*Taxable Income subject to Federal Withholding & FICA

The foreman shall be selected by and be the representative of the Employer. He/She shall not be

required to violate any part of this Agreement as a condition of employment. When six (6) or more members of the Union are employed, one (1) shall act as a working foreman and receive the foreman rate of pay. He/She shall be paid at least **Three dollars (\$3.00)** per hour more than the base wage of the classification at which the Foreman is working. There is no stacking of premium.

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

**Effective the first full pay period on or after June 1, 2025**

	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
*Base	\$31.41	\$29.37	\$28.61	\$30.01
*Vacation	5.00	5.00	5.00	4.50
Pension	7.00	7.00	7.00	7.00
Health Care	6.00	6.00	6.00	6.00
Training	.45	.45	.45	.45
Annuity	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>
LECET	<u>.36</u>	<u>.45</u>	<u>.45</u>	<u>.55</u>
	\$51.22	\$49.27	\$48.51	\$48.51
Ind. Promotion	.12	.12	.12	.12
TOTAL	\$51.34	\$49.39	\$48.63	\$48.63

\*Taxable Income subject to Federal Withholding & FICA.

The foreman shall be selected by and be the representative of the Employer. He/She shall not be required to violate any part of this Agreement as a condition of employment. When six (6) or more members of the Union are employed, one (1) shall act as a working foreman and receive the foreman rate of pay. He/She shall be paid at least **Three dollars (\$3.00)** per hour more than the base wage of the classification at which the Foreman is working. There is no stacking of premium.

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

**Effective the first full pay period on or after June 1, 2025**

<b><u>Class 7</u></b>	<b>Zone 1</b>	<b>Zones 2-3</b>	<b>Zone 4</b>
*Base	\$32.48	\$31.94	\$33.34
*Vacation	5.00	5.00	4.50
Pension	7.00	7.00	7.00
Health Care	6.00	6.00	6.00
Training	.45	.45	.45
Annuity	1.00	1.00	0.00
LECET	<u>.36</u>	<u>.45</u>	<u>.55</u>
	\$52.29	\$51.84	\$51.84
Ind. Promotion	.12	.12	.12
TOTAL	\$52.41	\$51.96	\$51.96



\*Taxable Income subject to Federal Withholding & FICA.

The foreman shall be selected by and be the representative of the Employer. He/She shall not be required to violate any part of this Agreement as a condition of employment. When six (6) or more members of the Union are employed, one (1) shall act as a working foreman and receive the foreman rate of pay. He/She shall be paid at least **Three dollars (\$3.00)** per hour more than the base wage of the classification at which the Foreman is working. There is no stacking of premium.

Effective the first full pay period on or after June 1, 2025, there will be an increase of One Dollar and Fifty cents (\$1.50) for each wage classification. Any fringe benefit adjustment will be allocated from the negotiated increase first or come off the Base Rate-breakdown to be determined by the Union.

Effective the first full pay period on or after June 1, 2026 there will be an increase of Two Dollars (\$2.00) for each wage classification. Any fringe benefit adjustment will be allocated from the negotiated increase first or come off the Base Rate-breakdown to be determined by the Union.

Effective the first full pay period on or after June 1, 2027, there will be an increase of Two Dollars (\$2.00) for each wage classification. Any fringe benefit adjustment will be allocated from the negotiated increase first or come off the Base Rate-breakdown to be determined by the Union.

Effective the first full pay period on or after June 1, 2028, there will be an increase of Two Dollars and Twenty- Five cents (\$2.25) for each wage classification. Any fringe benefit adjustment will be allocated from the negotiated increase first or come off the Base Rate-breakdown to be determined by the Union.

Effective the first full pay period on or after June 1, 2029, there will be an increase of Two Dollars and Twenty-Five Cents (\$2.25) for each wage classification. Any fringe benefit adjustment will be allocated from the negotiated increase first or come off the Base Rate-breakdown to be determined by the Union.

4. All registered Apprentices will work in accordance with wage and training requirements.

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

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

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

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

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

8. Upon written agreement between the LRD and the Michigan Laborers' District Council, the Union may divert a part of the base wages provided in this Agreement to fund Vacation Fund Payments, Health Care Contributions, Pension Contributions, Labor Management Trust Contributions or Contributions to the Laborers' Training Fund. The written agreement between the LRD and the Michigan Laborers' District Council shall state the amount, or amounts 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.

## ARTICLE VI

The following Trust Agreements, which establish the following Trust Funds, together with any amendments or changes thereto adopted from time to time by the Trustees of the respective Funds, shall become a part of this Agreement by reference:

1. The Trust Agreement for the Michigan Laborers' Vacation Fund dated October 1, 1968;
2. The Trust Agreement for the Michigan Laborers' Pension Fund dated October 1, 1966 and the Preferred Schedule of the Rehabilitation Plan adopted on January 11, 2010;
3. The Trust Agreement for the Michigan Laborers' Training Fund dated September 1, 1971;
4. The Trust Agreement for the Michigan Laborers' Health Care Fund dated May 1, 1983;
5. The Trust Agreement for the Michigan Laborers' and Employers' Cooperation Trust Fund dated June 1, 1994;
6. The Trust Agreement for the Michigan Laborers' Annuity Fund dated March 1, 1997.

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

### VACATION FUND

1. The Contractor agrees to contribute to the Michigan Laborers' Vacation Fund in accordance with the terms of this Agreement and the terms of the Michigan Laborers' Vacation Fund Trust Agreement. Further, the Employer agrees to be bound by all the provisions of the Michigan Laborers' Vacation Fund Trust Agreement.

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

All vacation contributions shall be computed at the rate per hour specified in this Agreement's Wage Schedule on hours *paid*.

So, by way of example only, if a laborer works fifty (50) hours in a week but is *paid* for 55 hours (*i.e.*, 40 hours straight-time; 10 hours OT @ time and one-half), the Contractor must contribute to the Vacation Fund for each of the 55 hours that that employee is *paid*, at the hourly rate specified for Vacation Fund contributions in this Agreement Wage Schedule. (Under this formula, the parties recognize that Vacation contributions earned during OT work are effectively calculated at the time and one-half rate, consistent with prior Agreements).

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

## **HEALTH CARE FUND**

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

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

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

## **PENSION FUND**

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

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

## **LABORERS' TRAINING FUND**

3. (a) The Contractor agrees to pay into the Michigan Laborers' Training Fund the hourly contribution rate listed in Article V per hour for each hour actually paid for each hour paid each employee doing work covered under this Agreement, without regard to whether the employee was paid on straight time or overtime.

(b) Payment into the Training Fund shall be made in such manner and at such times as authorized and directed by the Trustees of the Fund. The payroll and wage records of the Contractor shall be subject to audit by the designated representative of the Trustees, from time to time, for the purpose of determining that payments to the Fund have been computed and paid in accord with this Agreement.

(c) The Michigan Laborers' Training Fund shall be jointly administered by a board of up to eight (8) trustees, four (4) of whom shall be selected by the Michigan Laborers' District Council, two (2) of whom shall be selected by the Labor Relations Division of the

Michigan Infrastructure & Transportation Association, two (2) of whom shall be selected by the AGC of Michigan, Associated General Contractors of America.

#### **LABOR/MANAGEMENT TRUST FUND**

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

(b) Payment into the Labor/Management Trust Fund shall be made in such a manner and at such times as authorized and directed by the Trustees of the Fund. The payroll and wage records of the Contractor shall be subject to audit by the designated representative of the Trustees, from time to time, for the purpose of determining that payments to the Fund have been computed and paid in accord with this Agreement.

(c) The Labor/Management Trust Fund shall be jointly administered by a board of up to eight (8) trustees, four (4) of whom shall be selected by the Michigan Laborers' District Council, two (2) of whom shall be selected by the Labor Relations Division of the Michigan Infrastructure & Transportation Association, two (2) of whom shall be selected by the AGC of Michigan, Associated General Contractors of America.

#### **ANNUITY FUND**

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

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

#### **COLLECTION POLICY**

6. Contributions to the above-referenced Fringe Benefit Funds shall be paid by the 15th day of the month following the month the employee worked. The parties agree that the failure of the Contractor to pay the fringe benefit contributions on time, or in correct amounts in accordance with the Joint Delinquency Collection (JDC) Policy shall pay, in addition to the contribution amounts owed, late payment assessments (LPAs).

(a) If contributions are paid after thirty (30) days of delinquency, the Contractor shall pay eight percent (8%) annual interest, calculated daily.

## **AUDIT ASSESSMENTS, INTEREST AND AUDIT COSTS**

Whenever a payroll audit discloses a delinquency, the Employer must pay the unpaid contributions. In addition, whenever a payroll audit discloses that the amount actually owed by the Employer exceeds, by five percent (5%), the amount actually paid by the Employer, the JDC will charge and the Employer must pay:

- (a) Interest on the unpaid contributions as determined by the JDC;
- (b) Liquidated damages (referred to as "audit assessments") in an amount equal to eight percent (8%) of the unpaid contributions; and
- (c) The cost of the audit itself.

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

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

It is expressly understood that the Trustees may amend and change the JDC policies as deemed appropriate by the Trustees at any time, further nothing contained in this Agreement shall deny the Trustees of any Fund the right to collect delinquent contributions and liquidated damages or otherwise enforce their rules, regulations and Trust Agreement provisions. The pursuit of such legal remedies by the Trustees shall not render any other provision of this Agreement inoperative.

## **ARTICLE VII**

### **INDUSTRY PROMOTION FUND**

1. The Contractor agrees to pay to the Michigan Infrastructure & Transportation Association Industry Promotion Fund the hourly contribution rate listed in Article V per hour for all hours paid each employee working under this Agreement, without regard to whether the employee was working on straight time or overtime.
2. The contributions to the Industry Promotion Fund shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association and such contributions shall be reported on such form as may be designated by the Association.
3. The activities of the Industry Promotion Fund shall be determined by the Association and shall be financed from the payments herein provided for.



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

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

## ARTICLE VIII

1. **OVERTIME** - When a single shift is worked, eight (8) hours of continuous employment shall constitute a day's work, beginning on Monday through Friday of each week except where the Contractor schedules work on a four ten-hour day basis (see Section 2. b.) Shift start time is flexible based on job notification to the Local Union. Employees will be given an opportunity to eat lunch before the fifth hour of their shift. To avoid interrupting the progress of the job, the Contractor may require employees to eat on the job, without interfering with the progress of the work, rather than provide a non-paid lunch period. Where work is performed in excess of eight (8) hours on any of those days, time and one-half (1 1/2) the regular rate of wages shall be paid.

2. **SHIFT- WORK** -When there are two shifts on a site, there will be a one-dollar (\$1.00) shift premium for work performed on second shift. Shift start time is flexible based on job notification to the Local Union. Where two (2) or more shifts are worked, five (5) eight (8) hour shifts from Midnight Sunday to midnight Friday shall constitute a regular week's work and such time shall be paid for the regular rate of wages; provided however, that employees working on the second (2nd) and third (3<sup>rd</sup>) shifts shall be allowed a one-half (1/2) hour lunch period in each shift to be paid for as working time. The paid lunch period on multiple shifts shall apply whether the shifts are eight (8) hours duration or longer. Where work is performed in excess of eight (8) hours on any shift, time and one-half (1 1/2) the regular rate of wages shall be paid. All work started on premium pay schedule shall remain on premium pay schedule until there is an eight (8) hour break in service.

2a. **Optional 4-10 Shifts** - The Employer may establish a four (4) day, ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight time rate. Shift start time is flexible based on job notification to the Local Union. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, Holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time rate. If Friday is scheduled as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time.

2b. The Employer may establish two (2) - four (4) day, ten (10) hour shifts at the straight time rate Monday through Thursday. Shift start time is flexible based on job notification to



the Local Union. These shifts are exclusive of the thirty (30) minute unpaid lunch period. The day shift shall work four (4) days at ten (10) hours per day at the regular straight- time rate. The second shift shall work four (4) days at ten (10) hours per day at the regular straight-time rate, plus a \$1.00 per hour shift additive. In the event the job is down due to weather conditions, or a Holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week.

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

(a) For all time worked on Saturdays, Sundays and Holidays, except as otherwise provided in Section 2(b) of this Article, the employee shall be reimbursed at the rate of one and one-half (1½) times the regular rate of wages.

(b) The following days are recognized as Holidays:

Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year's Day

(c) No work shall be done on Labor Day except in extreme emergencies.

(d) Upon at least three (3) working days prior written notice delivered to the Contractor, an employee may take off Martin Luther King Day without pay as an excused absence.

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

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

6. **PAY PROVISIONS** -All wages shall be paid to the workers at least once a week by direct deposit, automated clearing house (ACH), or on the jobsite by a check drawn from a bank or financial institution. In case of permanent layoff, all workers permanently laid off will be paid on the job site at the time of layoff.

7. The weekly payday established by the Contractor for a particular job site shall remain the same for the life of the job. Workers shall be paid by direct deposit, automated clearing house (ACH), or on the jobsite by a check drawn from a bank or financial institution. Payroll must be received by employees no more than (2) hours after the start of the shift on pay day, so that employees may receive their checks before leaving the

job site when they are not required to start work; provided, however, alternative arrangements for obtaining payroll checks may be made between an employee and the Contractor. If the regular pay day falls on a holiday, the worker will be paid the day before the holiday.

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

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

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

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

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

## **ARTICLE IX**

### **GRIEVANCE AND ARBITRATION**

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

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

c. 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.

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

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

f. 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.

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

h. It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over failure or refusal of a Contractor to pay the wage rates, overtime, health care contributions, pension contributions, vacation payments, Labor Management Trust contributions or Laborers' Training Fund contributions provided for in this Agreement; provided, however, that any dispute involving a particular employee's proper wage rate classification or eligibility to receive overtime pay, pension contributions, vacation payments, Labor Management Trust contributions or Laborers' Training Fund contributions shall be subject to the provisions of this Article.

## **ARTICLE X**

### **SUBCONTRACTORS**

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

## **ARTICLE XI**

## **EXTRA AGREEMENTS**

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

## **ARTICLE XII**

### **JOB NOTIFICATION**

The Laborers' District Council will furnish each Contractor job notification forms to be used to notify the Union of the location, commencement date and approximate number of Laborers to be employed on each project. The Contractor will complete such form for each project and mail to the Laborers' District Council prior to the time work commences on the project. Upon request of the Contractor or the Union, a pre-job conference shall be held at least five (5) days before the start of a job. At the pre-job conference, the Contractors will notify the Union of known subcontractors and the type of work they will

be doing. All requests for a pre-job conference are to be directed to the Laborers' District Council.

## **ARTICLE XIII**

### **EQUIPMENT AND FACILITIES**

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

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

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

## **ARTICLE XIV**

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

## **ARTICLE XV**

### **SAFETY**

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

## **ARTICLE XVI**

### **TERMINATION**

This Agreement shall remain in full force and effect until the May 31, 2025 and thereafter shall continue in force from year to year, unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the end of any additional contract year, of its intention to make changes in or terminate this Agreement. Such written notice shall specify any changes or amendments desired by the party giving notice and shall be sent by either certified mail or by registered mail to the other party. Contractors who are not members of the LRD or who are not represented by the LRD for purposes of collective bargaining, who agree to be bound by the terms of this Agreement, further agree that notice of intention to make changes in or terminate this Agreement given to the LRD as provided immediately above shall serve as timely notice to said Contractors.

### **Solar Work**

The Michigan Infrastructure & Transportation Association and the Michigan Laborers' District Council agree to amendments to the Collective Bargaining Agreement listed below under the following conditions:

1. Amend Scope of Agreement to read:

**Section 1.** This Agreement applies to and covers all on-site construction work associated with utility-scale, ground-mounted solar projects of 1 Megawatt or above located in the State of Michigan including but not limited to work described in Appendix A, battery storage, site preparation, construction, deconstruction, alteration, demolition, rehabilitation, and renovation (hereinafter referred to as "Covered Work"). Covered Work also includes work done in yards or facilities where the output of which is exclusively reserved for the project. Covered Work does not include work performed on high voltage transmission lines and

infrastructure, distribution lines, substations, switchyards, or ground grids.

**Section 2.** Covered Work shall also include work that is part of start-up and commissioning, including but not limited to loop checks, rework, and modifications, provided however, observation and guidance of such work may be performed by the General Contractor, manufacturers' representatives, vendors' representatives, and/or plant operating personnel, and such observation and guidance is not Covered Work. Employees who are part of the bargaining unit shall work harmoniously and cooperatively with persons performing such observation and guidance.

#### APPENDIX A JURISDICTIONAL ASSIGNMENTS

Item	Work Description	Assignment
<b>General Requirements</b>		
1	All Hoisting With Cranes	IUOE
2	Telehandlers	IUOE
3	Construction Traffic Control & Signing	LIUNA
4	Temporary Fencing	LIUNA/IUOE
5	Site Surveying, Layout* & Grade Control Points	Specialty Subcontractor

\*If General Contractor self-pe 1fom1s layout during the excavation of the Project, a laborer will be utilized in the crew to stake grade marks.

6	Temporary Facilities & Yard	IUOE/LIUNA
7	PY Metering, Monitoring	Specialty Subcontractor
8	Third Party Testing & Quality Control	IBEW/IUOE/LIUNA
9	Off-Road Transportation Vehicles	Each Craft/Busses as needed
10	General Site Clean-Up	LIUNA

\*\*Use of Gators or transportation vehicles of the like for general site clean-up shall be performed by LIUNA.

11	Earth Auguring & Earth Excavation (if required)	IUOE
12	Installation of Solar Panel Foundations (Stone)	IUOE/LIUNA
13	Installation of Solar Panel Foundations (Concrete)	IUOE/LIUNA

14	<p>Installation of Solar Panel Posts</p> <p>*****For solar panel post installation, a two-person crew shall consist of one operator and one laborer; a three-person crew shall consist of one operator and two laborers. In the event that a new industry-wide piece of equipment is brought on-site for installation of solar panel posts, it is understood and agreed to that for every one operator manning such equipment, one laborer shall man such equipment.</p>	IUOE/LIUNA
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#### Unloading Materials in Laydown Yard

IUOE/LIUNA

\*\*\*\*It is understood that the post, rack, and panel are delivered to the point of installation by IUOE and LIUNA. IBEW is not prohibited from obtaining materials needed for the completion of the work such, junction boxes, combiner boxes, electrical cable, CAB system and other materials required to be kitted prior to bringing them to the point of installation

16	Unloading and Distribution of Materials in the Field	IUOE/LIUNA
17	Installation of Panel Racking System	LIUNA/IUOE
<p>a. Mechanical assembly of post caps, bearings, torque tubes, purlins-LIUNA</p> <p>b. Operation of Telehandler for Panel Racking System installation-IUOE</p> <p>In the event LIUNA or the IUOE cannot fulfill the manpower requirements of item 17, the Employer(s) shall use the IBEW to perform the work prior to seeking workforce elsewhere.</p>		
17.1	<p>Installation of Motors, grounding and bonding and controls for Panel Racking System</p> <p>*Electrical testing to confirm Panel Racking System is an electrically bonded assembly and part of the Equipment Grounding System to be performed by IBEW. Troubleshooting and corrective action of a failed electrical test to be performed by IBEW.</p>	IBEW
18	Forming (if required)	LIUNA
19	Placement of Structural Concrete (if required)	LIUNA
20	Stripping of Forms (if required)	LIUNA
21	Backfilling & Compaction of Subsoil/Topsoil at Completed Solar Panel Foundations (if required)	IUOE/LIUNA
22	Site Restoration	IUOE/LIUNA
<b>Access Roads, Perimeter Fencing, Erosion Control, Landscaping</b>		
23	Stripping & Excavation of Access Roads	IUOE



24	Installation of Filter Cloth for Access Road Construction (if required)	IUOE/LIUNA
25	Installation & Placement of Granular Materials	IUOE
26	Compaction & Grading of Granular Materials	IUOE
27	Installation of CMP Culverts at Driveway & Water Coarse Crossings	IUOE/LIUNA
28	Installation of Perimeter Fencing	IUOE/LIUNA Specialty Subcontractor
29	Hauling of Site Excavated Materials	IUOE
30	Vegetation Management & Weed Control	LIUNA
31	Dust Control	LIUNA

\*\*\*\*\*Operation of large water trucks shall be performed by IUOE. However, any use of a Gator or transportation vehicle of the like to be used for dust control shall be performed by LIUNA.

32	Installation & Maintenance of Stormwater Pollution Prevention Plan Systems & Equipment	LIUNA
<b>Solar Panel Erection, Panel Wiring, Collection, Current Inversion, Substation</b>		
33	Offloading of Solar Panel Modules in Yard	IUOE/LIUNA
34	Offloading, Distribution & Unwrapping of Solar Panel Modules in Field	IUOE/LIUNA
34.1	Removal of packing material, wrapping and debris: IUOE to operate skid steers; LIUNA to operate gators	LIUNA/IUOE
35	Place Solar Panel Modules ***** In the event that the IBEW cannot fulfill the manpower requirements of item 35, the Employer(s) shall use LIUNA to perform the work prior to seeking workforce elsewhere.	IBEW

36	Connect Panels to D.C. Wiring Harness	IBEW
37	install Wiring Harnesses	IBEW
38	Installation of inverter Foundations (Stone)	IUOE/LIUNA
39	Installation of inverter Foundation (Concrete)	IUOE/LIUNA
40	Install Combiner Boxes	IBEW
41	Trench for D.C. Cables to Inverter *****D.C. Trench excavation and backfill will be done by IUOE/LIUNA, but during the installation of the cables, IBEW will do incidental excavation in pre-excavated trenches	IBEW/IUOE/LIUNA

42	Install Underground D.C. Cabling	IBEW
43	Terminate D.C. Cabling	IBEW

44	Install Inverter Skids	IBEW/IUOE
45	Terminate Inverter Skids	IBEW
46	Install Junction Boxes	IBEW
47	Trench for A.C. Cables to Transformer *****A.C. Trench excavation and backfill will be done by IUOE/LIUNA, but during the installation of the cables, IBEW will do incidental excavation in pre-excavated trenches.	IBEW/IUOE/LIUNA

48	Install Underground A.C. Cabling	IBEW
49	Terminate A.C. Cabling	IBEW
50	Install Transformers	IBEW/IUOE

51	Low Voltage Start-up Testing & Commissioning	IBEW
52	Operation of Skid steers	IUOE
53	Operation of Gators	LIUNA

<b>Energy Storage Foundations</b>		
54	Installation of Energy Storage Unit Foundations (Stone)	IUOE/LIUNA
55	Installation of Energy Storage Unit Foundations (Concrete)	IUOE/LIUNA
56	Installation of Underground Electrical Raceways including all trenching and backfill done by hand	IBEW
	***Equipment used for trenching shall be assigned to the IUOE	IUOE
57	Unloading Materials in Laydown Yard	IUOE/LIUNA
58	Forming (if required)	LIUNA
59	Placement of Structural Concrete (if required)	LIUNA
60	Stripping of Forms (if required)	LIUNA
61	Backfilling & Compaction of Subsoil topsoil at Foundations (if required)	IUOE/LIUNA
62	Site Restoration	IUOE/LIUNA
<b>Energy Storage Systems</b>		
63	Offloading of Containerized or Individual Energy Storage Systems	IBEW/IUOE/LIUNA
64	Installation and Assembly of Battery Packs	IBEW
65	Installation and Assembly of Energy Storage System Racking and Equipment	IBEW
66	Welding	IBEW
67	Cube to Cube Connections of All Megapacks	IBEW

68	Installation of inverters	IBEW
69	Installation of inverter Foundation (Concrete)	IUOE/LIUNA
70	Installation of Transformers	IBEW
71	Installation of Power Cables and Associated Raceways both Above and Below Ground	IBEW
72	Termination of Power Cabling	IBEW
73	Installation of Grounding and Bonding Systems Including All Related Wiring and Components	IBEW
74	Installation and Testing of All Monitoring and Maintaining Equipment	IBEW
75	Installation of Electrical Safety Components	IBEW

76	Electrically Activated Fire and Smoke Detecting and Protection Devices	IBEW
77	Installation of Data Cables and Associated Raceways both Above and Below Ground	IBEW
78	Terminating of Data Cabling	IBEW
79	Start-up and Commissioning of All Equipment	IBEW/Specialty Contractor
80	Clean-up of Electrical Materials	IBEW

## **DIRECTORY - LOCAL UNIONS**

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

**Battle Creek, #355:** 1500 E. Columbia Avenue, 49014-5137, Phone: 269/962-8010, Toll Free: 877/616-9845, Fax: 269/962-1431, website: [www.local355.org](http://www.local355.org). Counties: Allegan, Barry, Berrien, Branch, Calhoun, Cass, Ionia (excluding the City of Portland), Kalamazoo, Kent, Lake, Manistee, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph and Van Buren. Business Manager: Arlandar Washington.

**Ann Arbor, #499:** 3080 Platt Road, 48108-1808, Phone: 734/971-5212, Toll Free: 877-499-2100, Fax: 734/971-0094, website: [www.laborerslocal499.org](http://www.laborerslocal499.org). Counties: Clinton, Eaton, Hillsdale, Ingham, Jackson, Lenawee, Livingston, Monroe and Washtenaw. Business Manager: Dan Minton.

**Flint, #1075:** P.O. Box 5188, 48505-0188, Phone: 810/686-8381, Fax: 810/686-1906, website: [www.liunalocal1075.org](http://www.liunalocal1075.org). Counties: Genesee, Lapeer, Sanilac, Shiawassee and St. Clair. Business Manager: Joel Archibald.

**Pontiac, #1076:** 760 Joslyn Avenue, 48340-2917, Phone: 248/334-0509, Fax: 248/334-0584, website: [www.constructionlaborers1076.org](http://www.constructionlaborers1076.org). Counties: Oakland and the Northeast portion of Livingston County bordered by M-151 (Oak Grove Road) on the West and M-59 on the South. Business Manager: Nick DeFauw.

**Saginaw, #1098:** 345 Morley Drive, 48601-9402, Phone: 989/752-6146, Fax: 989/752-5799, website: [www.local1098.org](http://www.local1098.org). Counties: Alcona, Alpena, Arenac, Antrim, Bay, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Gratiot, Huron, Iosco, Isabella, Kalkaska, Leelanau, Midland, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Saginaw, Tuscola and Wexford. Business Manager: Jeff Pilarski.

**Detroit, #1191:** 2161 W. Grand Boulevard, 48208-1115, Phone: 313/894-2241, Fax: 313/894-6250, website: [www.laborerslocal1191.org](http://www.laborerslocal1191.org). Counties: Wayne and Macomb Counties. Business Manager: Michael Aaron.

**Iron Mountain, #1329:** 1800 Stephenson Ave, 49801, Phone: 906/774-6070, Fax: 906/774-1199, website: [www.liunalocal1329.org](http://www.liunalocal1329.org). Counties: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft. Business Manager: Gene Alessandrini, Jr.

**Michigan Laborers' District Council:** 1118 Centennial Way, Suite 100, Lansing, MI 48917-9280, Phone: 517/321-2349, Fax: 517/321-3266, website: [www.mi-laborers.org](http://www.mi-laborers.org). Business Manager: Brent Pilarski, Secretary-Treasurer: Alex Zurek.

## MEMORANDUM OF UNDERSTANDING

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

LABOR RELATIONS DIVISION OF  
THE MICHIGAN  
INFRASTRUCTURE &  
TRANSPORTATION ASSOCIATION

By:

  
Rob Coppersmith, Executive Vice  
President

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

By:

  
Brent Pilarski, Business Manager

  
Alex Zurek, Secretary/Treasurer

**2025-2030 MITA-MLDC ROAD AGREEMENT**  
**CONTRACT TO BE EXECUTED BETWEEN AN EMPLOYER WHO IS NOT A MEMBER**  
**OF THE SIGNATORY GROUPS COVERED BY THIS AGREEMENT**

We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing 2025-2030 Agreement by and between the LABOR RELATIONS DIVISION of the MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION and the MICHIGAN LABORERS' DISTRICT COUNCIL of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, and to become a party thereto. It is also agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Article XVI of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it was served upon the Employer personally. Finally, the Employer agrees that, unless he notifies the Union to the contrary by certified mail at least sixty (60) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding sentence.

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

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

**FUTURE RECOGNITION CLAUSE**

It is hereby agreed that the Employer shall voluntarily recognize the Union as the exclusive collective bargaining representatives, within the meaning of Section 9(a) of the NLRA, of all employees in the unit defined in this collective bargaining Agreement, whenever the Union presents evidence of its designation by a majority of the workforce then employed in such unit (in the form of authorization cards or forms, union membership applications, or any combination thereof).

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (     ) \_\_\_\_\_ Fax { } \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

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