

2009 – 2011

AGREEMENT

Between

MICHIGAN DISTRIBUTION CONTRACTORS ASSOCIATION

and

**UNITED ASSOCIATION OF JOURNEYMEN AND
THE PLUMBING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA
(AFL-CIO)**

U.A. LOCAL 190



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DISTRIBUTION PIPELINE AGREEMENT

AGREEMENT made by and between the Michigan Distribution Contractors Association, its contractor members and such other Distribution Contractors who execute an acceptance of the terms and provisions of this Agreement, hereinafter referred to as the "Employer" and Local 190, of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (AFL-CIO) hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the Employer and the Union recognize that the Union has rightful jurisdiction over all piping installations regardless of material used; it is further recognized that the installation of piping in the gas distribution pipeline construction industry differs, in a large measure, from the ordinary piping installation in that Employees covered by this Agreement are required to work simultaneously with other crafts who have jurisdiction over certain work involved in the gas distribution pipeline construction industry; and

WHEREAS, this Agreement is entered into with the understanding that the Union does not waive any work considered to be within the jurisdiction of the Union; and

WHEREAS, the Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions in the gas distribution pipeline construction industry in order that the work covered by this Agreement may proceed in an expedient fashion.

NOW, THEREFORE, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

ARTICLE I COVERAGE AND JURISDICTION

- A. This Agreement shall apply to and cover all gas distribution pipeline construction work coming within the jurisdiction of Local 190, which has jurisdiction for the entire State of Michigan.
- B. This Agreement covers the rates of pay, rules and working conditions of all Journeymen Welders, Journeymen Installers and Apprentice Helpers engaged in the construction, installation, pipe fabrication, testing, treating and reconditioning of distribution pipelines transporting gas, or other similar materials, steam, vapors or liquids, including portions of such pipelines within private property boundaries, up to and including the meter settings of private, industry, government, or other premises. Such pipeline construction, installation, testing, treating or re-conditioning of pipe commonly referred to as distribution systems, and to and from seasonal storage wells. More specifically, all work on down stream side of town border stations, more clearly defined by Amendment dated February 24, 1972. (Schematic separation of mainline, distribution and building trades attached.)
- C. Journeymen Welders and Journeymen Installers and Apprentice Helpers covered by this Agreement shall perform all work in connection with cutting, bending, pipe fabricating, fitting, threading, tapping, aligning, and making of all joints by any mode or method and, insofar as practicable, the Employees covered by this Agreement shall be assigned all other work falling within the jurisdiction of the Union.
- D. The Michigan Distribution Contractors Association agrees to employ members of the United Association Local 190 on all gas distribution lines in the State of Michigan.

**ARTICLE II
DEFINITIONS
FOR THE PURPOSE OF THIS AGREEMENT**

- A. A gas distribution main line is that portion of the gas distribution systems placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users.
- B. The service line is that portion of the gas distribution systems which originates at the main and conveys gas to the individual meter either inside or outside the building or residence.
- C. (T.B.S.) Town Border Station (meter, heater, odorizers, regulation equipment).
- D. (RV) Regulator vaults or regulator stations downstream of the T.B.S.
- E. Building meter, line meter, rotary meter or any other means of measurement.
- F. CLASSIFICATION:

(1) JOURNEYMAN WELDER

Shall be a person employed in the Gas Distribution Industry who possesses the ability to pass a gas utility company's pipe welder qualification test and must have at least five (5) years of experience in the piping industry and must be able to pass qualification tests for journeyman welder membership into U.A. Local 190.

(2) JOURNEYMAN INSTALLER

Shall be a Local 190 member employed in the Gas Distribution Industry who possesses the ability to connect or join together pipe, other than welding, in a manner satisfactory to the gas utility company.

(3) APPRENTICE HELPER

Shall be a person employed in the Gas Distribution Industry who is learning to be a journeyman welder. He shall perform or assist in performing work covered under this Agreement. Before obtaining journeyman welder status, he must have at least five (5) years of experience in the piping industry and shall pass U.A. Local 190 qualification tests. He shall not be confined only to assisting the Journeyman Welder, but shall work as a member of a composite crew. An Apprentice Helper, who has qualified for the gas utility company and is working as a welder, shall be replaced by a U.A. Local 190 Apprentice helper as defined in this Agreement.

- G. Gas Distribution piping could be manufactured from iron, steel, aluminum, copper, brass, plastic, fiber glass or any other material which might be substituted for the aforementioned.

**ARTICLE III
SCOPE OF WORK**

- A. All wages and working conditions hereunder shall be effective on all gas distribution pipeline construction work performed by the Employer or by any person, firm or corporation owned or financially controlled by the Employer throughout the State of Michigan.
- B. That if and when the Employer shall perform work covered by this Agreement under its own name, under the name of another, as a corporation, company, partnership, enterprise, or any combination, including a

joint venture, this Agreement shall be applicable to all such work performed under the name of the Employer, or under the name of any other corporation, company, partnership, enterprise, combination or joint venture.

- C. That all of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by the Employer or any sub-contractor of said Employer; PROVIDED, however, that where specialized equipment, not normally used by the Employer in the performance of work herein defined, is leased, rented or borrowed, and the labor to operate such equipment, or the work to be done by said equipment is sub-contracted, the provisions of this paragraph shall be inoperative as to the labor furnished, but any labor furnished by the Employer in the operation of said equipment shall be covered by all the terms of this Agreement. The provisions of this paragraph do not apply to automobiles, welding rigs, pipe cutting and threading machine, or pipe bending tools.
- D. That in no event shall Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules, than those established by the Union for any other Employer engaged in work covered by this Agreement, or any other Employer not signatory to this Agreement who has negotiated a more favorable separate Agreement with the Union.
- E. If any provisions of this Agreement are in conflict with the laws or regulations of the United States, or of the State of Michigan, such provisions shall be superseded by such law or regulation, but all other provisions of this Agreement shall continue in full force and effect.
- F. This Agreement shall supersede all other Agreements between the Employer and any Local of the Union for any work covered herein and described herein.

ARTICLE IV UNION SECURITY

- A. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Employees covered by this Agreement with respect to wages, hours and other terms and conditions of employment.
- B. The Union recognizes that the Employer shall have sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain efficiency on its jobs, the right to determine the number of Employees required for each job, subject to provisions of this Agreement, and that the Employer is the sole judge as to the competency of its Employees and shall have the absolute right to discharge Employees for just cause. U.A. Local 190 will not coerce any Employer signatory to this Collective Bargaining Agreement for any new classification or work assignment that would be considered featherbedding or create added cost to the Employer.
- C. Either party of this Agreement shall have the right to re-open the negotiations pertaining to Union security should the federal laws applicable thereto be changed, by giving the other party thirty (30) days written notice.

ARTICLE V HIRING PROCEDURES

- A. The Employer shall be allowed to hire any United Association Local 190 member, provided, however, that Local 190 is informed of the name of the Employee, location of the job and the starting date. Local 190 may refer members for employment on a non-discriminatory and non-exclusive basis at the request of the Employer. The Union will not transfer members from an Employer without mutual consent between

the Union and the Employer.

- B. It is agreed that as a condition of employment all present and future Employees covered by this Agreement shall become members of the Union after the seventh (7th) day following the beginning of their employment or the effective date of this Agreement, whichever is later. The Employer agrees to obtain dues check-off authorization forms signed by each new Employee and provide a copy of the authorization to the Union. The Union agrees to provide the proper authorization forms to each Employer. The continued employment by the Employer of Employees covered by this Agreement shall be continued upon payment by such Employees of their periodic dues to the Union. The failure of any Employee covered by this Agreement to make application to and become and remain members of the Union within the period of time herein indicated shall obligate the Employer of such Employee, upon written notice from a Union Official to such effect and to further effect that Union membership was and is available to such Employee on the same terms and conditions as it is available to other applicants for membership, to forthwith discharge such Employee.
- C. Once the original crew has been established, the Employer shall have the right to keep such crew on all work throughout the State of Michigan.
- D. On steel welded pipe, the Employer shall employ either a Journeyman Welder and welding rig or Apprentice Helper on each crew installing services two (2) inches and above in diameter. On the installation of services two (2) inches and over in diameter, the Employer shall employ one (1) Journeyman Welder and welding rig and one (1) Apprentice Helper. The Employer shall employ one (1) Journeyman Welder and welding rig and one (1) Apprentice Helper on each crew installing mains through eight (8) inches in diameter. On installation of mains over eight (8) inches in diameter, the Employer shall employ one (1) Journeyman Welder and welding rig and one (1) Apprentice Helper; if more than one (1) Journeyman Welder and welding rig is needed an Apprentice Helper will work with him. Welding Rig rate to be negotiated between Contractor and Welder.
- E. On Gas Distribution work done by modes or methods other than welding, the Employer shall employ one (1) Journeyman Installer or one (1) Apprentice Helper on work up to six (6) inches in diameter. On six (6) inches in diameter and over, the Employer shall employ one (1) Journeyman Installer and any one (1) UA 190 member. When installing services, if more than six (6) men are used in a service crew, one additional Apprentice Helper shall be used.
- F. Journeyman members of the U.A. Local 190 shall have preference over all work covered by this Agreement and paid in accordance with the wage classification rates as shown in this contract and as defined in Article VI.

ARTICLE VI GENERAL WAGE CONDITIONS

- A. The following wage schedule shall apply to all Employees covered by this Agreement, according to classifications in Article II.

(Zone 1) shall consist of the following three (3) counties: Macomb, Wayne, and Oakland.

(Zone 2) shall consist of the following eighty (80) counties: Alcona, Alger, Allegan, Alpena, Antrim, Arenac, Baraga, Barry, Bay, Benzie, Berrien, Branch, Calhoun, Cass, Charlevoix, Cheboygan, Chippewa, Clare, Clinton, Crawford, Delta, Dickinson, Eaton, Emmet, Genesee, Gladwin, Gogebic, Grand Traverse, Gratiot, Hillsdale, Houghton, Huron, Ingham, Ionia, Iosco, Iron, Isabella, Jackson, Kalamazoo, Kalkaska, Kent, Keweenaw, Lake, Lapeer, Leelanau, Lenawee, Livingston, Luce, Mackinaw, Manistee, Marquette,

Mason, Mecosta, Menominee, Missaukee, Midland, Monroe, Montcalm, Montmorency, Muskegon, Newaygo, Oceana, Ogemaw, Ontonagon, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon, Saginaw, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Tuscola, Van Buren, Washtenaw and Wexford.

**GAS DISTRIBUTION WAGE SCHEDULE
EFFECTIVE - MAY 1, 2009**

JOURNEYMAN-WELDER

Base Rate..... \$ 26.90
Dues Check-Off/Building Fund75
State PAC Fund..... .02
Federal PAC Fund01

TOTAL TAXABLE \$ 27.68
Health and Welfare 7.37
Individual Health Reimbursement..... .20
Pension Defined Benefit 8.79
Pension Defined Contribution..... .25
SUB Fund..... .25
Training Fund..... .25
Industry Advancement Fund..... .03
International Training Fund10
Scholarship Fund..... .03

TOTAL PACKAGE \$ 44.95

**JOURNEYMAN INSTALLER - ZONE - 1
(Wayne, Oakland and Macomb Counties)**

Base Rate..... \$ 19.81
Dues Check-Off/Building Fund65
State PAC Fund..... .02
Federal PAC Fund01

TOTAL TAXABLE \$ 20.49
Health and Welfare 7.37
Individual Health Reimbursement..... .15
Pension Defined Benefit 2.40
SUB Fund 25
Training Fund..... .25
Industry Advancement Fund..... .03
International Training Fund10
Pension Defined Contribution..... .25
Scholarship Fund..... .03

TOTAL PACKAGE \$ 31.32

APPRENTICE HELPER - ZONE - 1

(Wayne, Oakland and Macomb Counties)

Base Rate..... \$ 17.64
Dues Check-Off/Building Fund65
State PAC Fund02
Federal PAC Fund01

TOTAL TAXABLE \$ 18.32

Health and Welfare..... 7.37
Individual Health Reimbursement... .15
Pension Defined Benefit3.44
SUB Fund..... .25
Training Fund..... .25
Industry Advancement Fund..... .03
International Training Fund10
Scholarship Fund..... .03
Pension Defined Contribution..... .25

TOTAL PACKAGE \$ 30.19

JOURNEYMAN INSTALLER - ZONE - 2

(Remaining 80 counties)

Base Rate..... \$ 18.33
Dues Check-Off/Building Fund65
State PAC Fund02
Federal PAC Fund01

TOTAL TAXABLE \$ 19.01

Health and Welfare.....7.37
Individual Health Reimbursement... .15
Pension Defined Benefit2.58
SUB Fund..... .25
Training Fund..... .25
Industry Advancement Fund..... .03
International Training Fund10
Scholarship Fund..... .03
Pension Defined Contribution.....25

TOTAL PACKAGE \$ 30.02

APPRENTICE HELPER - ZONE - 2

Base Rate..... \$ 17.14
Dues Check-Off/Building Fund65
State PAC Fund02
Federal PAC Fund01

TOTAL TAXABLE	\$ 17.82
Health and Welfare	7.37
Individual Health Reimbursement...	.20
Pension Defined Benefit	3.21
SUB fund25
Training Fund25
Industry Advancement Fund03
International Training Fund10
Scholarship Fund03
Pension Defined Contribution.....	.25

TOTAL PACKAGE \$ 29.51

NOTE*

The following rate increases will go into effect May 1, 2009 and May 1, 2010 and May 1, 2011, subject to allocation to wages and fringe benefits decided by the Union.

	2009	2010	2011
Journeyman-Welder	\$1.25	\$1.25	\$1.25
Journeyman Installer (Zone 1)	.73	.73	.73
Apprentice Helper (Zone 1)	.73	.73	.73
Journeyman Installer (Zone 2)	.75	.75	.75
Apprentice Helper (Zone 2)	.75	.75	.75

NOTE*

Any inexperienced Fuser that has attended U.A. Local 190's Training Program shall be paid seventy-five (.75) cents per hour less for a period of no longer than thirty (30) working days. Any inexperienced fuser not attending U.A. Local 190's Training Program shall work for a period of sixty (60) working days at the same reduced rate.

- B. Any Journeyman or Apprentice Helper upon referral by Local 190 reporting to any contractor shall immediately sign a form authorizing said Employer to deduct Union Dues Check-off and Political Action Committee contributions at rates to be determined by the Union as authorized deductions.

The Contractor shall honor all duly executed assignments for Union Dues Check-Off and Political Action Committee contributions. The amount of the assignment shall be deducted from the Employee's wages and forwarded to the Local Union on behalf of the Employee.

All assignments shall, by their terms, be irrevocable for one year from the date they are signed or until the expiration of this Agreement, whichever first occurs.

An assignment may be revoked by giving written notice to the contractor and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date. Any assignments not revoked shall be automatically renewed for a successive yearly or applicable contract period, whichever is lesser.

- C. With respect to all other provisions of any local agreement dealing with the terms and conditions of employment, the provisions of this Agreement shall prevail.

D. FRINGE BENEFIT CONTRIBUTIONS

1. INSURANCE CONTRIBUTION – All Employers shall contribute seven dollars and thirty seven cents (\$7.37) per hour into U.A. Local 190's insurance program. This amount is subject to change depending on allocations determined by the Union on contract anniversary date. The U.A. Local 190 Trust Agreement covering the insurance program shall be made a part of this Agreement by reference.
 2. INDIVIDUAL HEALTH REIMBURSEMENT CONTRIBUTION – All Employers shall contribute twenty cents (\$.20) per hour for Journeyman Welders and Apprentice Helper – Zone 2 and fifteen cents (\$.15) per hour for Apprentice Helpers – Zone 1, Journeyman Installer – Zone 1 & 2 into U.A. Local 190's I.H.R.A program. These amounts are subject to change depending on allocations determined by the Union on contract anniversary date. The U.A. Local 190 Trust Agreement covering the Individual Health Reimbursement program shall be made a part of this Agreement by reference.
 3. DEFINED BENEFIT PENSION CONTRIBUTION – All Employers shall contribute eight dollars and seventy nine cents (\$8.79) per hour for Journeyman Welders and three dollars and forty four cents (\$3.44) per hour for Apprentice Helper – Zone 1 and two dollars and forty cents (\$2.40) per hour for Journeyman Installer – Zone 1 and three dollars and twenty one cents (\$3.21) per hour for Apprentice Helper – Zone 2 and two dollars and fifty eight cents (\$2.58) per hour for Journeyman Installer – Zone 2 into U.A. Local 190's Defined Benefit Pension program. These amounts are subject to change depending on allocations determined by the Union on contract anniversary date. The U.A. Local 190 Trust Agreement covering the Defined Benefit Pension program shall be made a part of this Agreement by reference.
 4. DEFINED CONTRIBUTION PENSION – All Employers shall contribute twenty five cents (\$.25) per hour into U.A. Local 190's Defined Contribution program. These amounts are subject to change depending on allocations determined by the Union on contract anniversary date. The U.A. Local 190 Trust Agreement covering the Defined Contribution Pension program shall be made a part of this Agreement by reference.
 5. TRAINING FUND – All Employers shall contribute twenty-five cents (\$.25) per actual hour worked for each U.A. Local 190 Employee.
 6. SUB FUND CONTRIBUTION – All Employers shall contribute twenty five cents (\$.25) per actual hour worked for each U.A. Local Employee.
 7. INTERNATIONAL TRAINING FUND CONTRIBUTION – All Employers shall contribute ten cents (\$.10) per actual hour worked for each U.A. Local Employee.
 8. SCHOLARSHIP FUND CONTRIBUTION – All Employers shall contribute three cents (\$.03) per actual hour worked for each U.A. Local Employee.
 9. INDUSTRY ADVANCEMENT FUND - Each Employer covered by this Agreement shall pay to the Industry Advancement Fund three (.03) cents per hour for each hour paid by the Employer to his Employees within the bargaining unit. Payments shall be made with such instructions and on such forms as are furnished. Delinquent contributions shall be subject to such penalties or assessments as prescribed from time-to-time. If payments are not made as stated herein, it shall constitute a status of delinquency and a violation of this Agreement.
- E. All pay checks or pay receipts shall have the Employer's name and address, and list hours worked, all deductions, and week ended.

- F. The Employer hereby agrees to honor, upon presentation by the Union, all assignments for initiation fees, which have been properly signed by the Employee, and to deduct the amount stated thereon from the wages earned by the Employee, and to pay the amount so deducted to U.A. Local 190 by the 19th of the month following the month in which they were deducted.
- G. The total taxable rate shall be based on hours of work, overtime, holiday and vacation pay, Union dues check-off and P.A.C. fund contributions.

**ARTICLE VII
FRINGE BENEFIT ADMINISTRATION**

(Fringe Benefits mean: Pension, Insurance, Vacation, Check-off, Industry Promotion, and Political Action Committee.)

- A. The Trustees of the Local 190 Fringe Benefits are directed by the Agreements and Declarations of Trusts to operate and administer the Trusts, to collect contributions due to the Trusts, and to promulgate rules and regulations in connection therewith.

Mindful of these obligations to the participants and beneficiaries of the Trusts, the following rules and regulations for the payment of contributions have been adopted and take full effect November 1, 1992.

- B. Administration: every contractor shall file a written report with the depository of the Fringe Benefit Funds on or before the nineteenth (19th) day of every calendar month, listing on a prescribed form, all Employees in the Bargaining Unit represented by the Local, hired by the Contractor for the previous month, showing the hours worked and tabulating the benefits owed as a result thereof. Said reports shall be accompanied by the Contractors' contribution in full for the month reported.

If no payment has been received by the nineteenth (19th), the Administrator will send a certified letter to the delinquent contractors the next business day, notifying them of the delinquency and demanding payment.

The Administrator, by the end of the calendar month, shall notify both the Association and the Business Manager of any Contractors who have not paid the Fringe Benefits for the previous month, and the amount thereof and will provide a copy of any letter sent by the Administrator to the delinquent Contractor.

If, at that time, the payment has yet to be received, the Administrator will notify the Contractor to appear at the next Trustee's meeting to resolve the delinquency.

- C. Collection of delinquent fringe benefit reports and/or payments: if the delinquency and related charges are not paid in full or secured by an agreement to pay at the Trustee meeting, the Fund's attorney will be instructed to institute collection procedures through the National Labor Relations Board and/or the United States District Court or any other collection procedures available to the Board. The Trustees shall immediately notify the Business Manager that the delinquency and charges have not been paid and that no agreement has been reached.

An amount for liquidated damages attributable to the cost of collection shall accrue equal to ten percent (10%) of the amount in delinquency, plus interest (prime rate plus 4%) for late contributions received from the 20th through the 31st of each month and twenty percent (20%) of the amount in delinquency, plus interest (prime rate plus 4%) for late contributions received on or after the 1st of the following month and be added to the debt owed.

Any cost of expense, including actual attorney fees and auditing fees incurred by Local 190 or the Trustees for the collection of Fringe Benefit reports and/or payments, including audit fees for examination of records of the delinquent Contractor shall be the responsibility of the delinquent Contractor. It shall constitute part of such delinquency and shall be immediately due and payable whether or not collection procedures through the National Labor Relations Board and/or through District Court are instituted.

Payments shall be made in certified check or such other method that may be acceptable to the Trustees.

- D. Bonds, weekly payments: at any time during the term of this Agreement, the Trustees, in their discretion, in order to assure timely and regular payment of Fringe Benefits may require any contractor signatory hereto to provide the Funds with a payment bond, said payment bond to be ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per Employee.

The Trustee may also require, in their discretion, that any Contractor signatory hereto make Fringe Benefit reports and/or payments on a weekly basis.

- E. Audit requirements and procedures: the Trustees shall, during each fiscal year of the Fringe Benefit Funds, cause a simple selection audit to be made of the records of not less than ten percent (10%) of the Contractors signatory hereto.

This audit shall be conducted by Certified Public Accountants retained by the Trustees for that purpose. The manner and method of conducting these audits shall be determined by the Certified Public Accountants conducting the audit, provided however, the auditors shall be permitted only to review any and all payroll records, and such other records as may be necessary to determine the obligation to pay fringe benefits of any Contractor at any time during business hours. The scope of such review shall be confined to the records necessary to perform the review of Fringe Benefit obligations only. The Trustees may direct that specific Contractors be audited in addition to those selected by the Certified Public Accountants, notwithstanding that a greater number than ten percent (10%) of signatory Contractors will be audited in any fiscal year.

If at any time reasonable grounds exist that any Contractor had filed an inaccurate or incomplete report, or that any report required to be filed has not been filed, or that the Contractor is otherwise in violation of any provisions of this Article, the Trustees may direct that an immediate audit be made with regard to that signatory Contractor.

ARTICLE VIII JOB NOTIFICATION, PRE-JOB CONFERENCES AND ENFORCEMENT

- A. Employer agrees to notify the Union of jobs obtained by Employer, describing the location, size and extent of distribution systems and the proposed starting date.
- B. However, it is recognized that many distribution pipeline jobs are awarded on relatively short notice and are of relatively short duration. Therefore, to hold a conference would be burdensome for all parties and would serve no practical purpose for either the individual Employer or the Union involved. Normally, therefore, only one pre-job conference will be required where additional work is expected from or awarded by the same owning company or municipality during the course of the working session. Such pre-job conferences between any individual Employer and Local Union 190 shall be considered as having satisfactorily established the basic conditions under which subsequent work shall be performed by such Employer in Local 190's jurisdiction during the balance of the working season. The Employer shall notify Local Union 190 by telephone or other mutually accepted method of the existence or aware of such additional work.

- C. The Union agrees to send a copy of this Agreement to each and every one of its Locals having jurisdiction over any area in which Employer becomes obligated to perform distribution work and agrees that the terms of this agreement shall be recognized by such Local and enforced by the Union, so that industrial peace will not be disturbed, and so that the Employees may perform Employers work efficiently and continuously. The Employer agrees, as well, to furnish its supervisory personnel copies of this Agreement so that they may be familiar with the terms. The Administration of the Agreement by the Union is vested in Local Union 190 as designated by the Union to handle work covered under this Agreement.

ARTICLE IX SAFETY AND WORKING RULES

- A. The time of the Employees shall start at the job site and shall end at quitting time on the job site; however, the lunch period shall be excluded.
- B. The pay shall be once each week. Employees are to be paid before the end of their regular shift, whether working in the Employers yard or in the field. When Employees are laid off or discharged, they must be paid wages due them at the time of the layoff or discharge.
- C. The Employer agrees to comply with all safety laws and regulations as required by the state or federal government.
- D. In performing its work, the "Composite Crew" shall be allowed relaxation from strict craft jurisdiction, provided the Employees from each craft are assigned to their craft's jurisdiction as far as practicable and possible but not inconsistent with the provisions of this Agreement.
- E. The Association and the Union acknowledge the fact that the U.S. Department of Transportation (DOT), through its Research and Special Programs Administration (RSPA), has established Drug Testing rules in 49 CFR Part 199 ("Part 19911) and Alcohol misuse as required by 49 CFR Sections 40 and 199 as amended in 1994, which require operators of gas and hazardous liquid pipelines and their contractors and subcontractors to have an anti-drug and anti-alcohol misuse program for Employees performing operating, maintenance, or emergency-response functions covered by the DOT pipeline safety standards in 49 CFR Parts 192, 193, 195, 199 and 40. This means that such testing programs are mandated by the law.

The CFR Part 40 mentioned above includes regulations on the following elements of such drug and alcohol misuse testing: documentation procedures; specimen collection procedures; laboratory analysis procedures; quality assurance and quality control; Medical Review Officer (MRO) qualifications and duties; reporting and review of results; protection of Employees records; individual access to test and laboratory certification results; and use of Department of Health and Human Services (DHHS) certified laboratories.

The Association and the Union hereby agree that the Association members shall be free under the Collective Bargaining Agreement to comply with such DOT rules set forth in 49 CFR 199 and 40, subject to the following conditions:

- (1) The cost of any drug or alcohol test shall be paid by the Employer.
- (2) The Employer agrees to indemnify and hold the Union harmless from all claims, suits or causes of action arising from his administration of the provisions of this Section, except those resulting from the Union's negligent or intentional misconduct. Such indemnity shall include payment of costs, attorney fees, judgments, damage awards and settlements.

**ARTICLE X
HOURS OF WORK
OVERTIME AND HOLIDAY PAY**

- A. Eight (8) hours of work shall constitute a days work. The normal work day shall begin at 8:00 A.M. and end at 4:30 P.M., provided, however, that the starting time may be changed by agreement between the Union and the Employer.
- B. By agreement between the Union and the Employer the hours of work and work week may be changed to permit a four (4) day, ten (10) hour per day work week without the requirement of overtime pay as provided in paragraph D of this Article.
- C. When Employees are scheduled to work a four (4) day, ten (10) hour per day work week, it may become necessary to schedule an additional day of work to fulfill a forty (40) hour work week and make up time that is lost due to weather or other conditions. In that event, the Union and the Employer may agree by mutual consent to adjust the work schedule to include a make up day in that work week.
- D. The work week shall begin on Monday and shall end on Friday. All hours worked on any regular work day prior to the starting time and after the quitting time established herein, or agreed upon by the Local Union and the Employer, shall be paid for at the rate of time and one-half (1-¹/₂) the straight time rate.
- E. All hours worked on Saturday shall be paid for at the rate of time and one-half (1-¹/₂) the straight time rate.
- F. All hours worked on Sunday shall be paid for at the rate of double (2) the straight time rate.
- G. Work performed on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight time rate.

**ARTICLE XI
UNION REPRESENTATION AND ACCESS TO JOBS**

- A. The authorized representative of the Union may visit jobs during working hours, but, however, must not hinder or interfere with the progress of work. The Employer shall, upon request by the Union Representative, inform the Union of the exact locations of their jobs.
- B. The Steward shall be a working Employee appointed by the Business Manager of Local Union 190, who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Local 190 duties as cannot be performed at other times and as expeditiously as possible, and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties. Each Steward shall remain on the job as long as there is work in his particular craft or trade, unless circumstances warrant his removal, and such removal must be approved by the Business Representative of Local Union 190. If the Employer and the Business Representative of Local Union 190 cannot agree on the discipline or discharge of a Steward, the matter shall be referred to the Joint Labor Management Board.

**ARTICLE XII
REPORTING TIME PAY AND TESTING TIME**

- A. Any Employee, after being hired and ordered to report for work at the regular starting time and for whom no work is provided on the day that he has so reported, shall receive the equivalent of two (2) hours at the prevailing wage rate; this provided he has not been notified by the Employer before leaving his place of residence not to report. However, there shall not be any calls between 10:00 P.M. and 6:00 A.M.
- B. Any Employee who reports to work and for whom any work is provided, regardless of the time that he works, shall receive the equivalent of not less than four (4) hours pay. If the employee works four ten's, the employee will receive the equivalent of not less than five (5) hours pay.
- C. Any Employee who reports to work and who works more than four (4) hours in any one day shall receive the equivalent of not less than eight (8) hours pay for said day. If the employee reports to work on a four ten's work week, works more than five (5) hours in one (1) day, shall receive the equivalent of not less than ten (10) hours pay for said day.
- D. However, the exceptions to the provisions set forth in Paragraphs A, B and C above shall be:
 - (1) When any Employee leaves the job site without permission of the Employer or refuses to work or continue work.
 - (2) When strike or work stoppage conditions prevent or make ill-advised, in the opinion of the Employer, the performance of any work or the continuance of work once started. Should the conditions described in this paragraph exist, the Employee shall be entitled to pay for only time actually worked.
- E. Any UA 190 member taking a gas utility company's test will be paid six (6) hours at the prevailing wage rate if he does not pass the test. If he passes the test, he shall be paid for testing, plus the time he works on the job with a minimum of eight (8) hours for the day.
- F. All Journeyman Welders, Journeyman Installers and Helpers when reporting to a new job site location over fifty (50) miles from his previous location and no work is provided, will receive eight (8) hours pay at prevailing rate.
- G. If an Employee covered by this agreement is required to obtain a Commercial Drivers License in order to operate any company vehicle for the Employer, the Employer shall pay any testing fees incurred in obtaining that license.

**ARTICLE XIII
WORK STOPPAGE, SECONDARY BOYCOTTS AND JURISDICTIONAL DISPUTES**

- A. It shall not be a violation of this Agreement if members of Local 190 refuse to cross a picket line established in accordance with the rules of the Building and Construction Trades Department.

**ARTICLE XIV
GRIEVANCE AND ARBITRATION PROCEDURE**

- A. A grievance is a dispute between an Employee or the Union and the Company involving the interpretation or application of this Agreement.
- B. A grievance must be filed in writing within seven (7) days after the facts were known or could reasonably have been known. Grievances which are not timely filed are void and of no effect.

- C. When a grievance is filed, the Union representative and a representative designated by the Employer shall meet within seven (7) days in order to discuss and attempt to settle the grievance.
- D. If the Union representative and the representative designated by the Employer are unable to settle the grievance within seven (7) days, it shall be referred to an arbitrator whose decision shall be final and binding.
- E. The arbitrator will be selected by mutual agreement and the fees for arbitration shall be equally divided between the parties.
- F. Should any grievance arise between any Employer and the Union members thereof, it is specifically agreed that there will be no lockouts, strikes or stoppages of work of any sort and all grievances and complaints which the parties involved are unable to adjust shall be submitted to Arbitration for settlement.

ARTICLE XV
EFFECTIVE DATE, TERMINATION AND RENEWAL

- A. This Agreement shall become effective May 1, 2009, when signed by the parties hereto and shall remain in full force and effect until its termination as provided herein below.
- B. The provisions of the Agreement shall continue in full force and effect until April 30, 2011, and thereafter until terminated at the option of either party after sixty (60) days notice in writing to the other. However, the parties agree that they will meet during the month of April of 2010 and April of 2011 at the request of either party for the purposes of negotiating wage rates to become effective on May 1, 2010 and May 1, 2011. In the event that the parties are unable to agree upon a wage rate at that time, and notwithstanding any other provisions of this agreement, this agreement will be terminated on May 1, 2010, or seven days after a notice of intent to terminate the agreement is delivered by the MDCA or Local 190 to the other party, whichever occurs later.
- C. It is understood that the Michigan Distribution Contractors Association is acting merely as collective bargaining agent in the negotiation of this Agreement and it is agent only for those of its members, and none other, who accept and sign this Agreement, and in no event shall it be bound as a principal or be held liable in any manner for any breach of this contract by any of the contractors signing the same.
- D. All Employers, whether belonging to the Association or not, will be compelled to sign individual copies of this Collective Bargaining Agreement.

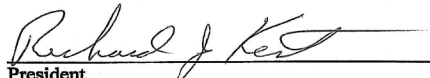
As evidenced by the signatures affixed below, Local 190 and the Michigan Distribution Contractors Association hereby accept and agree to abide by all terms and provisions of this Agreement, as specifically modified above.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2009.

LOCAL 190 UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO:


Business Manager

MICHIGAN DISTRIBUTION CONTRACTORS ASSOCIATION:


President


Labor Chairman

NEGOTIATING COMMITTEE

LOCAL 190

Robert B. Mitchell
Chairman
Mark McMillen
Alfred Culbreath
Jason Roggow
Dale Roberts
Jeffrey Young
Thomas Wilcox

M.D.C

Remi Coolsaet,
Chairman
Madelyne Lawry
Executive Director
Richard Kent
Darrell Kaltz
Doug Kaltz
Leroy Day
Russell Doersch

LETTER OF ASSENT

The undersigned, having read the Collective Bargaining Agreement entered into between the Michigan Distribution Contractors Association and Plumbers and Pipefitters, Local Union 190, dated May 1, 2009, agrees to be bound by all of the terms thereof for the duration of the Agreement.

Date: _____

By: _____

Title: _____

Contractor (firm) Name

By: _____

Title: _____

Phone: _____

MEMORANDUM OF UNDERSTANDING

During the course of negotiations the parties discussed the Union's interest in developing new or additional retirement or 401(K) benefits to be funded entirely by the allocation of existing monies under Article VI. The parties agreed to discuss any such proposals that may be made by the Union during the period of the contract and, if the parties mutually agree, to take appropriate steps to implement that proposal.

LOCAL 190 UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO:

Business Manager

MICHIGAN DISTRIBUTION CONTRACTORS ASSOCIATION

President