

2011-2016

UTILITY DISTRIBUTION AGREEMENT

BETWEEN THE

**MICHIGAN INFRASTRUCTURE & TRANSPORTATION
ASSOCIATION (MITA)**

AND

MICHIGAN LABORERS' DISTRICT COUNCIL

Effective April 1, 2011 – March 31, 2016

INDEX

Article Number	Page Number
I Coverage	3
II Scope of Work	3
III Union Recognition and Union Security	4
IV Wage Rates, Classifications, Fringes	5
V Industry Advancement Fund	12
VI Hiring Procedures	13
VII Jurisdiction and Work Description	14
VIII Job Notification, Pre-Job Conference and Enforcement.....	14
IX Safety and Working Rules	15
X Hours of Work, Overtime and Holiday Pay	16
XI Union Representation and Access to Jobs	17
XII Reporting Time Pay	18
XIII Work Stoppages, Secondary Boycotts and Jurisdictional Disputes.....	18
XIV Procedure for Settlement of Grievances and Disputes.....	18
XV Apprenticeship Program	19
XVI Effective Date, Termination and Renewal	20
Acceptance of Agreement.....	21
Non-member Signature Page	23
Directory of Local Unions	24

**AGREEMENT BETWEEN
MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION (MITA)
AND
MICHIGAN LABORERS' DISTRICT COUNCIL**

AGREEMENT, made by and between the MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION (MITA), 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 the MICHIGAN LABORERS' DISTRICT COUNCIL, hereinafter referred to as the "Union".

WITNESSETH:

Whereas, the parties hereto desire to stabilize employment in the Michigan Distribution Construction Industry agree upon wage rates, hours and conditions of employment:

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

**I
COVERAGE**

(A) This Agreement shall apply to and cover all distribution work coming within the jurisdiction of the Union, contracted for or performed by the Employer within Michigan, as such work is more fully described in paragraph (B).

(B) UTILITY DISTRIBUTION work covered under this Agreement is defined as follows: The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas, or other similar materials, vapors or liquids, including portions of such pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. This Agreement also includes all other distribution lines for public utilities except sewer, water, and cable television, but including telephone lines and duct. (See Classification - Article IV - Duct.).

**II
SCOPE OF WORK**

(A) If and when the Employer shall perform work covered by this Agreement under its own name, or under a subsidiary, or under the name of another as a corporation or company or enterprise or any combination, this Agreement shall be applicable to such work.

(B) All of the work covered by this Agreement shall be done by the Employer or any subcontractor of said Employer; provided, however, that where specialized equipment is wholly or partially to be furnished by the owners of such equipment, or the work to be done

by said equipment is subcontracted, 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 the terms of this Agreement. The Employer shall not use this exception as a subterfuge to avoid the intention that all work shall be done under the terms and conditions of this Agreement.

(C) All of the work covered by this Agreement shall be done by the Employer or any Subcontractor of said Employer; provided, however, that this Agreement shall bind all Subcontractors while working for a Contractor upon whom this Agreement is binding. Contractors who sublet any of their work must sublet same subject to this Agreement.

(D) In no event shall the Employer be required to pay higher rates of wages, or be subject to less favorable working rules than those established by the Union for any other Employer engaged in work covered by this Agreement.

(E) This Agreement shall supersede all other Agreements between the parties or between the Employer and any Local of the Union for any work covered herein and described in Paragraph (B) of Article I above.

III UNION RECOGNITION AND UNION SECURITY

(A) The Employer hereby recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining in respect to wages, hours of employment and other conditions of employment for all of the employees covered by this Agreement.

(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, and that the Employer is the sole judge as to the competency of its Employees, and shall have the absolute right to discharge Employees.

(C) All Employees covered by this Agreement, as a condition of continued employment, shall, commencing on the 8th day following the beginning of their employment, or the effective date of this Agreement, whichever is the latter, acquire and for the duration of their employment, shall remain members of the Union in good standing.

(D) Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security should the Federal Laws applicable thereto be changed, by giving the other party thirty (30) days written notice.

(E) In interpreting good standing, an Employer shall not discharge an Employee for non-membership in the Union: (1) If reasonable grounds for believing that such membership was not available to the Employee on the same terms or conditions generally applicable to

other members; or (2) that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

(F) It is recognized that because of the specialized nature of distribution pipeline construction work, it is necessary that the Employer have available experienced and qualified Employees, and that both parties shall cooperate in performing such work in a competent manner. The Employer shall be sole judge as to an Employee's competency.

(G) The Employer shall have the right to bring directly onto the job three (3) employees per crew of qualified Laborers who are considered by the Employer to have special knowledge and experience in distribution pipeline work, and shall have the right to keep such qualified Laborers on all work throughout the territory covered by this Agreement.

(H) Member employees of the Michigan Infrastructure & Transportation Association (MITA) shall have fifty (50) hours industry specific training to be determined by the Employer. All documented training provided by the Contractor up to fifty (50) hours would be recognized by the Apprenticeship Program toward training requirements.

IV WAGE RATES AND CLASSIFICATIONS

(A) The following job rates of wages and fringes shall apply to all work and every employee covered by this Agreement.

DISTRIBUTION WAGE SCHEDULE

ZONE 1: MACOMB, OAKLAND AND WAYNE COUNTIES.

Effective the first full pay period on or after April 1, 2011:

BASE RATE	\$16.47
VACATION PAY	<u>1.71</u>
TAXABLE RATE	\$18.18
HEALTH CARE	5.30
PENSION	6.13
TRAINING	.06
LECET	<u>.02</u>
TOTAL	\$26.69
IAF	.03

Effective the first full pay period on or after April 1, 2012, there will be a \$.70 increase; breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2013, there will be a \$.80 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2014, there will be a \$.85 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2015, there will be a \$.90 increase, breakdown to be determined by the Union.

ZONE 2: MONROE AND WASHTENAW COUNTIES.

Effective the first full pay period on or after April 1, 2011:

BASE RATE	\$15.14
VACATION PAY	<u>1.66</u>
TAXABLE RATE	\$16.80
HEALTH CARE	5.30
PENSION	6.13
TRAINING	.06
LECET	<u>.02</u>
TOTAL	\$28.31
IAF	.03

Effective the first full pay period on or after April 1, 2012, there will be a \$.67 increase; breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2013, there will be a \$.75 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2014, there will be a \$.80 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2015, there will be a \$.83 increase, breakdown to be determined by the Union.

ZONE 3: BAY, GENESEE, LAPEER, MIDLAND, SAGINAW, SANILAC, SHIAWASSEE AND ST. CLAIR COUNTIES.

Effective the first full pay period on or after April 1, 2011:

ALL OTHER WORK

BASE RATE	\$13.63
VACATION PAY	<u>1.40</u>
TAXABLE RATE	\$15.03
HEALTH CARE	5.30
PENSION	6.13
TRAINING	.06
LECET	<u>.02</u>
TOTAL	\$26.54
IAF	.03

TELEPHONE WORK

BASE RATE	\$11.43
VACATION PAY	<u>1.40</u>
TAXABLE RATE	\$12.83
HEALTH CARE	5.30
PENSION	6.13
TRAINING	.06
LECET	<u>.02</u>
TOTAL	\$24.34
IAF	.03

Effective the first full pay period on or after April 1, 2012, there will be a \$.67 increase; breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2013, there will be a \$.75 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2014, there will be a \$.80 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2015, there will be a \$.83 increase, breakdown to be determined by the Union.

ZONE 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAW, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES.

Effective the first full pay period on or after April 1, 2011:

	ALL OTHER WORK
BASE RATE	\$13.00
VACATION PAY	<u>1.40</u>
TAXABLE RATE	\$14.40
HEALTH CARE	5.30
PENSION	6.13
TRAINING	.06
LECET	<u>.02</u>
TOTAL	\$25.91
IAF	.03

	TELEPHONE WORK
BASE RATE	\$11.80
VACATION PAY	<u>1.40</u>
TAXABLE RATE	\$13.20
HEALTH CARE	5.30
PENSION	6.13
TRAINING	.06
LECET	<u>.02</u>
TOTAL	\$24.71
IAF	.03

Effective the first full pay period on or after April 1, 2012, there will be a \$.67 increase; breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2013, there will be a \$.75 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2014, there will be a \$.80 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2015, there will be a \$.83 increase, breakdown to be determined by the Union.

ZONE 5: ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, EATON, EMMETT, GLADWIN, GRAND TRAVERSE, GRATIOT, HILLSDALE, HURON, INGHAM, IONIA, IOSCO, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, LENAWEE, LIVINGSTON, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCODA, OSCEOLA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES.

Effective the first full pay period on or after April 1, 2011:

ALL OTHER WORK

BASE RATE	\$13.00
VACATION PAY	<u>1.40</u>
TAXABLE RATE	\$14.40
HEALTH CARE	5.30
PENSION	6.13
TRAINING	.06
LECET	<u>.02</u>
TOTAL	\$25.91
IAF	.03

TELEPHONE WORK

BASE RATE	\$11.10
VACATION PAY	<u>1.40</u>
TAXABLE RATE	\$12.50
HEALTH CARE	5.30
PENSION	6.13
TRAINING	.06
LECET	<u>.02</u>
TOTAL	\$24.01
IAF	.03

Effective the first full pay period on or after April 1, 2012, there will be a \$.67 increase; breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2013, there will be a \$.75 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2014, there will be a \$.80 increase, breakdown to be determined by the Union.

Effective the first full pay period on or after April 1, 2015, there will be a \$.83 increase,

breakdown to be determined by the Union.

NOTES:

(1) On all duct work, the rate for a "Duct Layer" will be forty cents (.40) per hour over and above the base rate.

FRINGE BENEFITS

(B) HEALTH CARE. The Employer agrees to pay into the Michigan Laborers' Health Care Fund and make contributions in accordance to the Trust Agreement and agrees to be bound by all the provisions contained therein. All Health Care contributions shall be computed at the rate per hour as specified in the Wage Schedule on actual hours worked without regard to whether the Employee was working on straight time or overtime. These contributions shall be deposited each month, or at such 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.

(C) PENSION. The Employer agrees to pay into the Michigan Laborers' Pension Fund and make contributions in accordance to the Trust Agreement and agrees to be bound by all the provisions contained therein. All pension contributions shall be computed at the rate per hour as specified in the Wage Schedule on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month or at such regular intervals as may be determined by the Trustees of the Michigan Laborers' Pension Fund to such depository as may be designated by said Trustees.

(D) VACATION. The Employer agrees to pay into the Michigan Laborers' Vacation Fund and make contributions in accordance with the Trust Agreement and agrees to be bound by all the provisions contained therein. All vacation contributions shall be computed at the rate per hour as specified in the Wage Schedule on actual hours worked without regard to whether the Employee was working on straight time or overtime. The specified vacation payment shall be subject to overtime rates the same as wages, but the amount of such payment representing overtime payment shall be included in the Employee's paycheck. The contribution rates established by the Union shall be deducted from the base pay as herein before agreed upon. The contributions shall be deposited each month, or at such regular intervals as may be determined by the Trustees of the Michigan Laborers' Vacation Fund to such depository as may be designated by said Trustees.

(E) TRAINING. The Employer agrees to pay into the Michigan Laborers' Training and Apprenticeship Fund and make contributions in accordance to the Trust Agreement and agrees to be bound by all the provisions contained therein. All Training Fund contributions shall be computed at the rate per hour specified in the wage schedule on all hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such regular intervals as may be

determined by the Trustees of the Michigan Laborers' Training and Apprenticeship Fund to such depository as may be designated by said Trustees.

(F) LABOR MANAGEMENT TRUST (LECET). The Employer agrees to pay into the Michigan Laborers' and Employers' Cooperation Trust (LECET) and make contributions in accordance to the Trust Agreement and agrees to be bound by all the provisions contained therein. All LECET contributions shall be computed at the rate per hour as specified in the wage schedule on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such regular intervals as may be determined by the Trustees of the Michigan Laborers' LECET to such depository as may be designated by said Trustees.

(G) ANNUITY. The Employer agrees to pay into the Michigan Laborers' Annuity Fund and make contributions in accordance to the Trust Agreement and agrees to be bound by all the provisions contained therein. All Annuity contributions shall be computed at the rate per hour as specified in the wage schedule on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month or at such regular intervals as may be determined by the Trustees of the Michigan Laborers' Annuity Fund to such depository as may be designated by said Trustees.

(H) Any changes or increases in the fringe benefit rates throughout the duration of this Agreement shall be adjusted from the wage increases as granted on the anniversary date of this Agreement. The contractor agrees to mail a copy of all monthly contribution report forms once each month to the Michigan Laborers' District Council and a copy to the Local Union in the area of which the Employer's main office is located. In addition, out-of-state contractors working in Michigan shall submit copies to each Local Union in whose area they are performing work.

(I) In the event that any of the Trust Funds referred to herein shall cease to exist, then the amount of contribution rates shall be included in the base pay of the employee.

(J) 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).

1. 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:

1. Interest on the unpaid contributions as determined by the JDC;
2. Liquidated damages (referred to as "audit assessments") in an amount equal to eight percent (8%) of the unpaid contributions; and
3. 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.

(K) CHECKOFF. The contractors agree to honor, upon presentation by the Union, all assignments for initiation fees, dues and assessments which have been properly signed by the employee, and to pay the amount stated herein from the wages earned by the Employee, and to pay the amount so deducted to the Local Union, by the 20th of the month, following the month in which they were deducted, provided, however, that this section shall apply only to those assignments which are not irrevocable for more than one (1) year or until the Agreement expires, whichever occurs sooner, and to those assignments which, in addition, provide that the employee may revoke said assignment by giving written notice thereof to the Contractor and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date.

V INDUSTRY ADVANCEMENT FUND

(A) Each Employer covered by this Agreement shall pay to the Industry Advancement Fund at the rate specified in ARTICLE IV for each hour paid by the Employer to the employees within the bargaining unit. Payment shall be made with such instructions and on such forms as are furnished by the Association. Delinquent contributions shall be subject to such penalties or assessments as the Directors may prescribe 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.

(B) The Directors of said program shall comply with all present and future Federal Laws governing the same.

(C) The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way whatsoever, with the Industry Advancement Fund.

VI HIRING PROCEDURES

(A) In hiring Employees, the Employer shall be the sole judge as to the number of Employees required and hired, subject to the provisions of the Agreement.

(B) The Employer agrees to utilize valid, non-discriminatory hiring practices in the local area not inconsistent with the terms of this Agreement. The Union agrees to notify the Employer from time to time as to the existence of any procedures to be followed in utilizing such hiring procedures.

(C) The selection of applicants for referral shall not be based on or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policy or requirement.

(D) The need for determination and designation of foremen is the sole responsibility of the Employer.

(E) The 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.

(F) The Employer retains the absolute and unconditional right to reject any job applicant and may exercise that right before the Union refers any applicant requested by the Employer, provided this is done in writing.

(G) There shall be no limitation on the Employer's right to select employees with particular skills or classifications from among the qualified Laborers brought onto the job by the Employer.

(H) The Union must refer the Employees requested by the Employer at the start of a job within forty-eight (48) hours of the receipt of the Employer's request. The Union must refer Employees requested by the Employer after a job has started within twenty-four (24) hours. Whether referred locally or otherwise, if the Union does not comply with these conditions, or if the Union is unable to refer or supply qualified Employees, the Employer may secure qualified Employees from any other source. The intent of this provision is understood to be that only Employees experienced and qualified in distribution construction work shall be

referred by the Union to the Employer.

(I) Once the original crew has been established, the Employer shall have the right to keep such crew on all work throughout the territory covered by the particular job or jobs, regardless of the Local Union jurisdiction.

VII JURISDICTION AND WORK DESCRIPTION

(A) All questions as to the territorial jurisdiction of a Local Union or an "open territory" shall be decided by the Union.

(B) The Employer agrees to abide by the wage rates and fringe benefits as set up and agreed upon in the Collective Bargaining Agreement between the MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION (MITA), and MICHIGAN LABORERS' DISTRICT COUNCIL.

(C) The work coming under the jurisdiction of the Union and covered by the terms of this contract includes all Laborers' work for the clearance of right of way preparatory to the installation of distribution lines, the digging, pumping of water and trimming trenches and ditches, building of manholes, headwalls, replacing of concrete, etc., and all work incidental therewith for distribution lines; work in connection with the distribution of pipe, duct, cable and all occasional and incidental truck driving, traffic control, together with the placing of skids and pipe over the trench; the cleaning, sealing, etc., of the pipe; all Laborers' work in connection with the line up crew, helping the welders; the cleaning wrapping, and doping of pipe before lowering after the welding of joints has been made; the cleaning, wrapping and doping the pipe in the Employer's yard; the work in connection with the lowering and installation of the pipe, duct and plastic pipe, duct rodding, and removal of the skids; all work in connection with the backfilling of trenches after the pipe, conduit, and cable has been laid; all work in connection with clean-up after pipe and conduit has been laid and the trenches backfilled; demolition, takeup and reconditioning of old pipe, directional boring and all work incidental to directional boring and other appurtenances, and all other general and miscellaneous Laborers' work in connection with the entire operation.

(D) 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.

VIII JOB NOTIFICATION, PRE-JOB CONFERENCE AND ENFORCEMENT

(A) The Employer agrees to notify the Union of jobs obtained by the Employer, describing the location, size and extent of distribution systems and the proposed starting date.

(B) The Employer and representatives of the Local Union having jurisdiction involved shall hold a pre-job conference so that the start and continuation of work may progress without interruption, and the Union's Representative at such conference shall be authorized by the Union to represent the Union for the entire area covered by the job.

(C) The Employer shall notify the Local Union by telephone or other mutually accepted method of the existence or award of such additional work.

(D) The Union agrees to send a copy of the Agreement to each and everyone of its Locals having jurisdiction over any area in which the 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. 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 this Agreement by the Union as vested in the Local Unions as may be designated by the Union to handle work covered under this Agreement.

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 employees shall be paid for all work under this Agreement as designated by the Employer. The lunch period shall be excluded.

(B) The payday shall be once each week. When employees are discharged, they must be paid wages due them at the time of the discharge.

(C) 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 in United States Currency or by a check drawn on a Michigan Bank. If the regular payday falls on a holiday, the employee shall be paid the day before the holiday.

(D) An Employee shall not be required to work more than five (5) hours between eating periods, if possible.

(E) All paychecks shall show total hours worked, straight time pay, overtime pay, gross pay, plus deductions for all taxes, union initiation fees and all other deductions.

(F) There shall be no inequitable minimum or maximum amount of work which an Employee may be required to perform during the working day, and there shall be no restrictions imposed against the use of any type of machinery, tools or labor saving devices. Also, where work heretofore performed by Laborers affected by the introduction of new devices or equipment, the question of its classification may become a matter of negotiation at the option of either party upon a thirty (30) day written notification. Employees may be changed from one classification to another within the jurisdiction of the

Union.

(G) The Michigan State Safety Rules and Regulations as amended and adopted by the State of Michigan shall become a part of the Agreement. The Employer agrees to abide by and remain in compliance with the Michigan State Safety Rules and Regulations. The Employer shall have the right to make and revise from time to time safety working rules which are not inconsistent with any of the terms of the Agreement.

(H) Tools, Hard Hats, Safety Equipment and clean drinking water shall be supplied by the Employer.

(I) 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 199"), which require operators of gas and hazardous liquid pipelines and their contractors and sub-contractors to have an anti-drug program for employees performing, operating, maintenance, or emergency response function covered by the DOT pipeline safety standards in 49 CFR Parts 192, 193, 195 and 40. This means that such a testing program is mandated by the law.

The CFR Part 40 mentioned above includes regulations on the following elements of such drug 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 employee's 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, subject to the following conditions:

1. The cost of any drug 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.

X
HOURS OF WORK, OVERTIME
AND HOLIDAY PAY

(A) OVERTIME. Eight (8) hours of continuous employment, except for lunch periods, shall constitute a day's work, beginning at 7:00 - 8:00 a.m. on Monday through Friday of each week. The Employer agrees to notify the Union of special starting times. 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.

(B) The work week shall begin on Monday and shall end on Saturday. However, Saturday shall be paid for at the rate of time and one half (1 1/2) straight time rate except as described in Section C.

(C) All hours worked on Sunday shall be paid for at the rate of double the straight time rate.

(D) Work performed on Christmas, Thanksgiving, Labor Day, New Year's Day, Memorial Day and July Fourth shall be paid for at double the straight time hourly rate. No work shall be done on Labor Day, except in extreme emergencies.

(E) If one of the Holidays named in paragraph (D) falls on Sunday, it shall be observed on Monday. Accordingly, if such an event occurs, work performed on Sunday shall be paid for at the regular rate (double time) for that day; work performed on Mondays will be paid for at double the straight time hourly rate. If no work is performed on Monday, no pay shall be required.

(F) Employees whom are required by the Employer to take a drug test or a commercial drivers license test during normal working hours shall be paid the appropriate scale of wages and fringes for time spent complying with the test excluding pre-employment testing.

XI UNION REPRESENTATION AND ACCESS TO JOBS

(A) There shall be a working steward on the job as long as there are employees covered by this Agreement working on the job. The steward shall be appointed by the Business Agent from among the employees working on the job. In case a steward shall be removed from the job for any reason, other than their own, the Employer shall notify the Union prior to their removal.

(B) The stewards shall be given sufficient time to conduct the business of the Union on the job; however, said steward shall first notify the foreman before they leave their operation to conduct said business. No person shall have the right to visit with the employees during working hours, except the official Union Representative of the respective Union and the steward who may consult with the employees on the job.

(C) Employees injured during working hours shall be paid for all time lost on the day of injury and such other days when periodic medical attention is required during the employee's working hours while on the job. Transportation to and from the doctor will be furnished by the Employer.

XII REPORTING TIME PAY

(A) Any employee, after being hired and ordered to report for work at the regular time and no work is provided for them on the day that they have so reported, shall receive the equivalent of two (2) hours at the prevailing wage rate; this provided that they were not notified by the Employer before leaving their place of residence not to report. If employees are scheduled to report for work and report for work and are directed by the Contractor to remain on the job site until it is determined if the work will begin, they shall be paid for the time waited on the job site ready to begin work.

(B) The employee shall furnish the Employer with current telephone number or other contact at the start of each job, and notify the Employer of any subsequent change or changes in such contact during the course of the job.

(C) If employees commence work they shall receive two (2) hours' pay or two (2) hours' work. If employees commence work and work beyond two (2) hours, they shall receive four (4) hours' pay or four (4) hours worked. On emergency maintenance work, employees shall be paid for actual hours worked, except, in no case shall they be paid for less than two (2) hours.

XIII WORK STOPPAGES, SECONDARY BOYCOTTS AND JURISDICTIONAL DISPUTES

(A) There shall be during the term of this Agreement and as to any work covered hereby, no slow-down, no stoppage of work, no strike (unless Article XIV, Section B is applicable) and no lockout over the terms and conditions of this Agreement, it being good faith intention of the parties hereto that by the execution of this Agreement industrial peace shall be brought about and maintained, that the parties shall cooperate to the end that work may be done efficiently and without interruption. In the case of any violation of this Agreement, the Employer and the Union shall be notified immediately.

(B) It shall not be a violation of this Agreement or of the no strike clause if members of the Union refuse to cross a picket line.

XIV PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

(A) If any difference of opinion or dispute between the Employer and the Union over the interpretation of this Agreement or the operation of either party hereunder cannot be adjusted between the Employer and the Union, then the Executive Vice President of the Michigan Infrastructure & Transportation Association (MITA) shall be notified of such difference of opinion or dispute, and the necessary steps to attempt to adjust such

difference of opinion or dispute shall be taken. If no adjustment or settlement can be resolved, then the Executive Vice President shall, within forty-eight (48) hours, call a meeting between the Labor Committee of the Michigan Infrastructure & Transportation Association (MITA) and the party or parties involved in the dispute, at which time an attempt shall be made to adjust the difference of opinion or to settle the dispute. If no settlement can be resolved at that time, then such difference of opinion or dispute shall within forty-eight (48) hours, be referred to an Arbitration Board consisting of two (2) members, one to be named by the Employer and one by the Union. These two (2) Arbitration Board Members shall have authority to choose a third member. If no third member can be agreed upon within forty-eight (48) hours, then application shall be made to the State of Michigan Employment Relations Commission for appointment of a third member. A decision of the majority of the Arbitration Board shall be binding upon both parties, and both parties agree to abide thereby to carry out the decision. Pending settlement of any such dispute, however, it is agreed that the work shall proceed without a slow-down, work stoppage or lockout.

(B) Except as herein otherwise provided, the violation of payment of rates of pay, overtime work, any and all fringe benefit payments, as provided in this Agreement, shall not be considered as subject to arbitration, provided the Union gives twenty-four (24) hours written or telegraphic notice to the Association and the Employer concerned, prior to taking economic action (including strike) for violation of payment, as provided in this Agreement. The Arbitration Board shall have no power to modify, change, amend or abrogate this Agreement in any way.

(C) The above procedure applies to Employer Members of the Michigan Infrastructure & Transportation Association (MITA). However, the Executive Vice President and Labor Committee of the Association are not precluded from taking whatever action is deemed necessary and appropriate with respect to the adjustment of disputes between the Union and other Employers.

(D) In the event the Employer fails or refuses to comply with the grievance procedure set out in Paragraph (A) hereinabove, the provisions of Article XIII shall not be binding upon the Union. If the Union fails or refuses to comply with the grievance procedure set out in Paragraph (A) hereinabove, then the Employer shall have the right to declare this entire Agreement null and void.

(E) No proceedings thereunder based on any dispute, complaint or grievance should be recognized unless called to the attention of the Employer and the Union in writing within fourteen (14) calendar days after the alleged violation occurred.

XV APPRENTICESHIP PROGRAM

All registered apprentices will work in accordance with the wage and training requirements.

<u>RATE</u>	<u>WORK HOURS</u>	<u>TRAINING HOURS</u>
75%	0 - 1,000	Plus 100
80%	1,001 - 2,000	Plus 100
85%	2,001 - 3,000	Plus 100
95%	3,001 - 4,000	Plus 100

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

**XVI
EFFECTIVE DATE
TERMINATION AND RENEWAL**

(A) This Agreement shall become effective April 1, 2011, when signed by the parties hereto, and shall remain in full force and effect until its termination as provided herein.

(B) The provisions of this Agreement shall continue in full force and effect until March 31, 2016 and thereafter until terminated at the option of either party after sixty (60) days notice in writing to the other. However, the fringe benefit and the Industry Advancement Fund provisions of this Agreement shall be subject to adjustment annually; any changes in such provisions to become effective the 1st day of April of each year. In the event of failure of the parties to agree upon fringe provisions on the anniversary date of the Agreement each year, the Union shall not be considered in violation of Article XIV hereof in the event a work stoppage results because of the failure to agree upon such fringe provisions on and after April 1st of each year.

(C) It is understood that the Michigan Infrastructure & Transportation Association (MITA) is acting merely as a collective bargaining agent in the negotiation of this Agreement and that 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 by principal or be held liable in any manner for any breach of contract by any of the Contractors signing the same.

(D) It is further understood that no liability shall arise on the part of the Michigan Laborers' District Council herein by reason of any unauthorized act by any employee of the Contractors or any Local Union or Official thereof affiliated with the Michigan Laborers' District Council, unless and until such unauthorized act is brought to the attention of the Michigan Laborers' District Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of April, 2011.

MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION (MITA)

Michael A. Nystrom, Executive Vice President

MICHIGAN LABORERS' DISTRICT COUNCIL

Geno Alessandrini, Sr., Business Manager

Alex Zurek, Secretary-Treasurer

MICHIGAN LABORERS' DISTRICT COUNCIL

1118 Centennial Way, Suite 100

Lansing, MI 48917-9280

(517) 321-2349

FAX (517) 321-3266

www.mi-laborers.org

MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION (MITA)

P.O. Box 1640

Okemos, MI 48805-1640

(517) 347-8336

FAX (517) 347-8344

www.mi-ita.com

**CONTRACT TO BE EXECUTED BETWEEN AN EMPLOYER WHO IS NOT A MEMBER OF
THE SIGNATORY GROUPS COVERED BY THIS AGREEMENT
(2011-2016 MITA-UTILITY DISTRIBUTION)**

We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement by and between the Michigan Infrastructure & Transportation Association (MITA) and the Michigan Laborers' District Council 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 XV, 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.

(A) 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

(B) It is hereby agreed that the Employer shall voluntarily recognize the Union as the exclusive collective bargaining representative, within the meaning of Section 9(a) of the N.L.R.A. 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 _____

Telephone Number (_____) Fax Number (_____)

Signature _____ Title _____

Local Union Number _____

Signature _____ Title _____

Dated _____

DIRECTORY - LOCAL UNIONS

CITY, LOCAL NUMBER, ADDRESS, TELEPHONE, FAX AND COUNTIES

Battle Creek, #355: 1500 E. Columbia Ave., 49017, (269) 962-8010, FAX (269) 962-1431, 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 Counties.

Ann Arbor, #499: 3080 Platt Road, 48108-1808, Phone: (734) 971-5212, Toll Free: (877) 499-2100, FAX (734) 971-0094. Counties: Clinton, Eaton, Hillsdale, Ingham, Jackson, Lenawee, Livingston, Monroe and Washtenaw.

Flint, #1075: P.O. Box 5188, 48505, (810) 686-8381, FAX (810) 686-1906, Genesee, Lapeer, Sanilac, Shiawassee and St. Clair Counties.

Pontiac, #1076: 760 Joslyn Ave., 48340, (248) 334-0509, FAX (248) 334-0584, Oakland and the Northeast portion of Livingston County bordered by M-151 (Oak Grove Road) on the West and M-59 on the South.

Saginaw, #1098: 345 Morley Drive, 48601, (517) 752-6146, FAX (517) 752-5799, 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 Counties.

Detroit, #1191: 2161 W. Grand Blvd., 48208, (313) 894-2241, FAX (313) 894-6250, Wayne and Macomb Counties.

Iron Mountain, #1329: P.O. Box 863, 49801, (906) 774-6070, FAX (906) 774-1199, Entire Upper Peninsula.