

**STATE OF MICHIGAN
ADDENDUM
TO
THE NATIONAL DISTRIBUTION
PIPELINE AGREEMENT**



**May 1, 2016
through
April 30, 2021**



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The undersigned Employer, by its duly authorized representative, hereby certifies that it has read and agrees to accept and to abide by the terms of the National Distribution Pipeline Agreement ("National Agreement" or "Agreement") as currently in effect, or as modified in the future by and between the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("United Association" or "Union") and the Distribution Contractors Association ("DCA"), the same if party thereto; except, however, that for work performed under said Agreement in the State of Michigan, the terms of said Agreement shall be modified by this Addendum or future Addendum, which shall control with respect to such modifications.

ARTICLE I COVERAGE AND JURISDICTION

- A. This Addendum shall apply to and cover all gas distribution pipeline construction work coming within the State of Michigan.
- B. Except where provided herein, this Addendum is intended to supplement, not replace the National Agreement. If any provision of this Addendum is in conflict with a provision of the National Agreement, the provision of this Addendum shall prevail and shall supersede the provision of the National Agreement.
- C. This Agreement covers the rates of pay, rules and working conditions of all Journeymen Welders, **Installers** and Apprentice Helpers engaged in the construction, installation, pipe fabrication, testing, treating and re-conditioning 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, including all work on the gate stations and all work down-stream of the gate stations, more clearly defined by the schematic drawings attached hereto as Exhibit A.
- D. Journeymen Welders and **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.

ARTICLE II CLASSIFICATIONS

A. 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 the qualification tests to become a UA journeyman welder.

B. INSTALLER

Shall be a person 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.

C. 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 Addendum. Before obtaining journeyman welder status, he must have at least five (5) years of experience in the piping industry and shall pass the UA qualification tests. He may also work as a member of a composite crew. An Apprentice/Helper who has qualified for the gas utility company may perform work as a welder so long as he is paid the applicable rate. The vacancy created by this temporary reclassification shall be filled by another Apprentice/Helper as defined in this Agreement.

ARTICLE III HIRING PROCEDURES

- A. The Employer shall hire all Employees covered by this Agreement through Local 190. Local 190 will refer applicants for employment on a non-discriminatory and non-exclusive basis. The Union will not transfer Employees from an Employer without mutual consent between the Union and the Employer.
- B. 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.
- C. On steel welded pipe, the Employer shall employ a Journeyman Welder and Apprentice/Helper on each crew installing services two (2) inches and above in diameter. On the installation of services two (2) inches and

below in diameter, the Employer shall employ one (1) Journeyman Welder. The Employer shall employ one (1) Journeyman Welder and one (1) Apprentice/Helper on each crew installing mains up to eight (8) inches in diameter. On installation of mains over eight (8) inches in diameter, the Employer shall employ one (1) Journeyman Welder and one (1) Apprentice/Helper; if more than one (1) Journeyman Welder is needed, an Apprentice/Helper will work with him. The welding Rig rate will be negotiated between the Employer and the Journeyman Welder.

- D. On Gas Distribution work done by modes or methods other than welding, the Employer shall employ one (1) 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) 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.

ARTICLE IV WAGES AND BENEFITS

- A. Wages and fringe benefit contributions shall be paid according to the following Zones:

(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.

- B. For the period of May 1, 2016 through April 30, 2017, the Employer shall pay wages and benefits in accordance with the attached Schedule (see Exhibit B.)

- C. The following rate increases will go into effect May 1, 2016, May 1, 2017, May 1, 2018, May 1, 2019 and May 1, 2020 subject to allocations of wages and fringe benefits decided by the Union.

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
J'man-Welder	\$1.54	\$1.54	\$1.54	\$1.54	\$1.64
*Installer (Zone1)	\$1.06	\$1.06	\$1.06	\$1.06	\$1.16
App./Helper (Zone 1)	\$1.06	\$1.06	\$1.06	\$1.06	\$1.16
*Installer (Zone 2)	\$1.06	\$1.06	\$1.06	\$1.06	\$1.16
App./Helper (Zone 2)	\$1.06	\$1.06	\$1.06	\$1.06	\$1.16

*Installers who are newly hired to the industry will be paid at 85% of the base rate. Such Installers will not advance to 100% of the base rate until either:

(a) the Installer provides documentation to the Employer that he has worked for any Employer performing work covered by this Addendum or the National Distribution Pipeline Agreement for a total of 60 (sixty) days or:

(b) the Installer provides documentation to the Employer that he has passed all fusing qualifications required by the Gas Company.

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

All deductions 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.

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

- E. The Employer shall make contributions during each year of this Addendum to the following trust funds for each hour worked by Employees covered by this Addendum:

1. UA Local 190 Pension Trust;
2. UA Local 190 Defined Contribution Trust;
3. UA Local 190 Health and Welfare Trust;
4. UA Local 190 SUB Trust;
5. UA Local 190 Individual HRA Trust;
6. UA Local 190 Scholarship Trust;
7. UA Local 190 Labor Management Trust Fund (Training Fund);
8. International Training Fund; and
9. National Distribution Pipeline Industry Communications & Productivity Fund

- F. For the period of **May 1, 2016 through April 30, 2017**, the Employer shall contribute the amount set forth in the Schedule of Wages and Benefits (see Exhibit B) to the above-designated funds. The hourly wage and fringe benefit contribution rates are subject to change annually depending on allocations determined by the Union on the Agreement's anniversary date.
- G. All pay checks or pay receipts shall have the Employer's name and address, and list hours worked, all deductions, and week ended.
- H. 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.

ARTICLE V

FRINGE BENEFIT ADMINISTRATION AND COLLECTIONS

- A. The requirements of Article XV of the National Agreement shall apply in full to all local union trust funds to which contributions (including deductions) are required to be paid pursuant to this Addendum.
- B. The Trustees of the Local 190 Fringe Benefits Funds 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 are required to be followed for the payment of contributions and deductions under this Agreement.

- C. Administration: Each Employer 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 performing work under this Agreement for the previous month, showing the hours worked and tabulating the benefits owed as a result thereof. Said reports shall be accompanied by the Employer's 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 Local 190 Business Manager of any Employers that 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 Employer.

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

- D. 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 or 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 Employer shall be the responsibility of the delinquent Employer. 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.

- E. 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 Employer to provide the Funds with a payment bond, said payment bond to be ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per Employee.

The Trustees may also require, in their discretion, that any Employer make Fringe Benefit reports and/or payments on a weekly basis.

- F. 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 Employers 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 Employer 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 Employers be audited in addition to those selected by the Certified Public Accountants, notwithstanding that a greater number than ten percent (10%) of signatory Employers will be audited in any fiscal year.

If at any time reasonable grounds exist that any Employer had filed an inaccurate or incomplete report, or that any report required to be filed has

not been filed, or that the Employer 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 Employer.

- G. Contributions to the C&P Fund and the ITF shall be made in accordance with the terms of the National Agreement and the rules and regulations adopted by those Funds for the collection of contributions.

**ARTICLE VI
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. Where such jobs are part of a blanket agreement in which additional work has been awarded by the same owner company or municipality during the course of the working session, only one pre-job conference will be required. Such pre-job conferences between any individual Employer and the Union shall be considered as having satisfactorily established the basic conditions under which subsequent blanket agreement work shall be performed by such Employer under this Addendum. The Employer shall notify Local Union 190's Business Manager in writing of all work covered by the blanket agreement.

**ARTICLE VII
SAFETY AND WORKING RULES**

- A. The Parties acknowledge that the Union and the DCA have negotiated separate substance and alcohol abuse policies, a copy of which are available by contacting the Union or the DCA. Such policies will apply to all work covered under this Addendum.
- B. The cost of any drug or alcohol test shall be paid by the Employer.

**ARTICLE VIII
HOURS OF WORK,
OVERTIME AND HOLIDAY PAY**

- A. Eight (8) hours of work shall constitute a day's 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 ($1\frac{1}{2}$) the straight time rate.
- E. All hours worked on Saturday shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) 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 Year's 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 IX 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 Manager of Local Union 190,

or his designee. If the Employer and the Business Manager of Local Union 190, or his designee, cannot agree on the discipline or discharge of a Steward, the matter shall be referred to the National Arbitration Board.

ARTICLE X 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 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. The two (2), five (5) and ten (10) rule referenced above will also apply to the fifth day when a pre-job conference has been held and a five (5) ten (10) hour work week has been agreed upon.
- E. 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, the Employer may stop work. Should the conditions described in this paragraph exist, the Employee shall be entitled to pay for only time actually worked.
- F. Any Employee 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.

- G. All Journeyman Welders, **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.
- H. If an Employee covered by this agreement is required to obtain a Commercial Driver's License in order to operate any company vehicle for the Employer, the Employer shall pay any testing fees incurred in obtaining that license.

ARTICLE XI EFFECTIVE DATE, TERMINATION AND RENEWAL

- A. This Agreement shall become effective **May 1, 2016**, 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, 2021**, and thereafter until terminated at the option of either party after sixty (60) days notice in writing to the other.

As evidenced by the signatures affixed below, the United Association, the DCA, and the Employer hereby accept and agree to abide by all terms and provisions of this Addendum, as specifically modified above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum this **23rd day of May 2016**.

FOR THE EMPLOYER:

FOR THE UNION:

Name
Executive Vice President

Tom Gross
Director of Pipeline
and Gas Distribution
United Association

FOR THE DCA

Name

Kevin Groeb
Business Manager
U.A. Local No. 190