

2017-2020

UNDERGROUND AGREEMENT

Between

**The Labor Relations Division
MICHIGAN INFRASTRUCTURE AND TRANSPORTATION ASSOCIATION**

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNIONS
Nos. 247, 332, 337 and 614**

EFFECTIVE

April 1, 2017 – March 31, 2020

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THIS UNDERGROUND AGREEMENT between THE LABOR RELATIONS DIVISION, MICHIGAN INFRASTRUCTURE AND TRANSPORTATION ASSOCIATION (MITA), hereinafter also called the “Association” representing its members who are hereinafter referred to as the “Employer,” and **TEAMSTERS LOCAL UNION No. 247, 2741 Trumbull Avenue, Detroit, Michigan, LOCAL UNION No. 332, 1502 So. Dort Hwy, Flint, Michigan, and LOCAL No. 337, 2801 Trumbull Avenue, Detroit, Michigan, LOCAL UNION No. 614, 250 N. Perry Street, Pontiac, Michigan,** affiliates of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the “Union” shall remain in full force and effect from April 1, 2017 until March 31, 2020, and thereafter from year to year unless changed in accordance with Article XXIII of this Agreement.

FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to the Counties of WAYNE, OAKLAND, MACOMB, WASHTENAW, MONROE, ST. CLAIR, GENESEE, SHIAWASSEE AND LAPEER, in the STATE OF MICHIGAN, for its duration.

It is understood that the Labor Relations Division, Michigan Infrastructure and Transportation Association is acting as an agent in the negotiation of this Agreement, and that it is agent only for those Employers – individuals, partnerships and corporations – who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any employee of such Employers. It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

WHEREAS, it is the intent and purpose of the parties hereto to determine the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Employers may secure sufficient capable employees and the employees may have as much continuous employment as possible without interruption by strikes, lockouts or other labor troubles;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE I

Employment

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for their members performing the work within the classifications contained in this Agreement in the geographical area coming within the jurisdiction of the Union; and the Union recognizes the Association as the sole and exclusive collective bargaining agent for their members for the purpose of collective bargaining in the geographical area coming within the jurisdiction of the Union.

(b) If requested, the Union agrees to furnish competent workmen upon notification to the Secretary or Business Agent of the Union. The Union shall be given equal opportunity with all sources to provide suitable applicants. The Employer retains his right of freedom of selection of employees from among all applicants, regardless of the source.

(c) The Employers agree that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applicants because of membership or non-membership in the Union.

Each employee shall, as a condition of employment, become and remain a member of the Union for the term of his employment after the seventh (7th) calendar day after his employment by an Employer in the geographical area covered by this Agreement. The seven (7) day period within which an employee agrees to join the Union shall be computed from the first day such employee enters the employment of any member of the Association.

(d) In the event the National Labor Relations Act is amended, while this contract is in force, so that an employee may lawfully be required to become a member of a Union as a condition of employment in less than seven (7) days, then such shorter period of time shall immediately become operative under this Agreement, notwithstanding the provisions of (c) above.

(e) The Employer shall not be obligated hereunder to discharge any employee for non-membership in the Union:

1. If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members; or
2. If he has reasonable grounds for believing that membership was denied or terminated for various reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;

3. Unless the Employer shall be furnished with a notice in writing from the Union, signed by the proper officer, and setting forth that the employee has refused to join the Union in accordance with Section (c) above, although he has been offered membership on the same terms as other members, or that the employee's membership in the Union has been terminated for reason of non-payment of regular dues or regular initiation fees and that the Union requests that said employee be discharged for one of these above reasons.

(f) The parties agree that there shall be no discrimination for employment because of race, color, sex, age, creed or national origin.

(g) The Employer agrees to honor, upon presentation by the Union, authorizations and assignments signed by the employee which are in the form prescribed by applicable laws, and which authorize such legal deductions from wages for Union administrative purposes.

(h) During the terms of this Agreement, and in accordance with the terms of an individual and voluntary written authorization and assignment form in conformity with Section 302(c) of the Labor Management Relations Act, as amended, and submitted to the Employer, the Employer agrees to deduct, once each month, from the wages of each employee covered by this Agreement who signs said check-off authorization and assignment the sum of six cents (6¢) per hour for each hour worked by said employee during the month. It is agreed that if an increase in the amount herein described is constitutionally approved in convention of the Michigan State Building and Construction Trades Council, the organization who shall be the recipient of these sums as per capita tax of the Local, and the Employer is notified, it shall deduct such increased sum from wages of each employee covered hereby having signed an authorization and assignment form.

The amount deducted shall be remitted to the Michigan State Building and Construction Trades Council by the fifteenth (15th) day of the following month together with a statement setting forth the names and hours worked of each employee from those wages the deduction is made and a copy of said statement shall be furnished by the Employer directly to the Local Union.

(i) The Employer may require that employees in the following circumstances submit to a physical examination, to be paid for by the Employer, including substance abuse testing: Applicants, employees returning from leaves of absence or medical leaves, after accidents or injuries, or based on reasonable suspicion. During the terms of this Agreement, the Parties will meet and discuss the development of an industry-wide substance abuse testing program, which will replace any contractors individual program.

ARTICLE II
Steward

(a) The Employer recognizes the right of the Union to designate a company steward to perform the usual steward duties with the least interference possible to the Employer's work. The Employer shall be given the name of the steward in writing. Company stewards have no authority to take strike action or any other action interrupting the Employer's work in violation of the Agreement, or any action except as authorized by official action of the Union. The Employer recognizes this limitation upon the authority of company stewards. The Employer, in so recognizing such limitation, shall have the authority to render proper discipline, including discharge without recourse, to such company steward in the event the company steward has taken unauthorized strike action, slow-down or other work interference in violation of this Agreement. Company stewards shall be employees of the Employer and perform the duties of the classification for which they are employed.

(b) Taking into consideration the practical difficulty of Union representation by the company steward due to the widespread operational area of the Employer, the Employer recognizes the right of the Union to designate alternate stewards to represent the Union on projects. Such alternate stewards shall be subject to the conditions and limitations applying to company stewards as set forth in Section (a) above. It is further agreed and understood that each alternate stewards shall not acquire preferential job rights of any nature because of their designation.

(c) The Employer agrees to permit Union stewards to post and maintain Union notices within the business establishment or premises, when expressly authorized to do so by the Union.

(d) The employee designated to act as company steward shall have this name placed at the top of the seniority list, subject to qualifications as set forth in Article IX of this Agreement.

ARTICLE III
Extra Contract Agreements

(a) The Employer agrees not to enter into any agreement or contract with his employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

(b) If the Union shall enter into any agreement with another employer or employers, upon more favorable terms and conditions (including wage rates) than those contained herein, the Union agrees that such more favorable terms and conditions shall be extended to contractors covered by this Agreement.

(c) This Agreement shall be binding upon the parties hereto, their successors, administrators and executors.

ARTICLE IV Jurisdiction

This Agreement shall govern all Underground Construction work, which any Employer performs which comes within the jurisdiction of the Union. Underground Construction work shall be construed to mean any work which requires the excavation of earth, including industrial, commercial and residential building site excavation and preparation, land balancing, grading, sewers, utilities and improvements and also including but not limited to tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground Construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection work.

ARTICLE V Joint Adjustment Committee

(a) Disputes or controversies arising out of this Agreement shall first be taken up between the Employer and Union representative. Failing settlement by these parties, the dispute, except jurisdictional disputes and disputes covered in Section (c) below, shall be referred to the Joint Adjustment Committee. It is mutually agreed that disputes or controversies between the parties arising out of this Agreement, including differences as to interpretation of the terms of the Agreement, shall be settled in accordance with the procedures provided herein, and that there shall be no strikes, slow-downs, tie-ups, lockouts or any other form of work stoppage or delay on the part of the employees or the Union, nor shall the Employer use any methods of lockout.

(b) The Association and the Union shall create a Joint Adjustment Committee to be used in the adjustment and settlement of disputes or controversies arising out of this Agreement, excepting jurisdictional disputes and disputes covered in Section (c) below. The Committee shall be composed of two representatives of the Union and two representative of the Employer. All matters shall be referred to the Committee in written form by both parties and the Committee shall meet within five (5) days, or such other time as mutually agreed, from date such matter is referred to the Committee and consider the matter and make its decision, which shall be final. If the Committee cannot settle or adjust a dispute or controversy, it is agreed that the Committee shall select an Arbitrator. The majority decision of the Committee and the Arbitrator shall constitute the decision of the Committee. In the event the Committee is unable to mutually agree upon an Arbitrator within five (5) days from date of reaching impasse on a dispute, then the Association or the Union may file a written request to proceed to arbitration with the Federal Mediation and Conciliation Service Office of Arbitration Services (hereinafter

referred to as “FMCS-OAS”), notifying FMCS-OAS of their desire to obtain a panel of seven (7) arbitrators. Either party shall have the option of requesting a second and final panel of arbitrators from across the midwest. The arbitrator shall be selected from said panel or panels by an alternate striking of names. The moving party shall strike first and the parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator. The arbitrator’s fee shall be shared equally by the Contractor and the Local Union involved.

(c) No employee or Union grievance may be submitted for arbitration unless the President or Executive Board of the Local Union shall deem such grievance meritorious and approves its submission for arbitration.

(d) Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than fifteen (15) days after such has happened (unless circumstances of the case make it impossible for the employee involved, or the Union, as the case might be, to know that there are grounds for a claim within such fifteen (15) days).

(e) It is mutually agreed that the provisions of the Article shall not apply if the dispute arises over payment of wages, overtime, welfare fund, vacation pay, holiday pay and/or pension payments provided for under this Agreement, after the Union has given seventy-two (72) hours’ notice, excluding Saturdays, Sundays and holidays, of its intent to take economic action. Wage and overtime claims will be considered only for the thirty (30) day period prior to filing of a grievance by the employee on which the seventy-two (72) hour notice is based.

(f) The duly authorized Union representative carrying proper credentials shall be allowed to visit jobs during working hours to interview the Employer, steward or men working, but shall in no way hinder the progress of work.

ARTICLE VI Protection of Rights

(a) The Employer shall not request or instruct any employee covered by this Agreement to go through a legal picket line of a striking union. However, the Union agrees that in the event the Employer becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement.

(b) The insistence by any Employer that his employees covered by this Agreement go through a picket line after they have elected not to, and if such refusal has been approved in writing by the responsible officials of the Union, shall be sufficient cause for an immediate strike of all such Employer’s operations without any obligation of the Union to follow the dispute procedure

provided herein.

ARTICLE VII
Unauthorized Passengers

No driver shall be permitted to allow anyone other than passengers authorized by the Employer or his representative to ride on his truck.

ARTICLE VIII
Discharge

- (a) The Employer shall not discharge any employee without just cause.
- (b) When, however, the cause for discharge is either:
 - 1. tardiness, or
 - 2. absenteeism without notifying the Employer prior to the time the employee is scheduled to start his day's work, or
 - 3. inefficient work performance.

The employee shall not be discharged unless he has been given prior written warning notices, copies of which shall be sent to the Local Union, as follows:

- 1. First warning (Reprimand)
 - 2. Second warning notice for the same offense, subject to three (3) working days off without pay
 - 3. Third warning notice for the same offense, subject to discharge.
- (c) Any claim of wrongful discharge or discipline shall be submitted to the Joint Adjustment Committee within ten (10) days from the date of discharge or discipline. Warning notices shall be void nine (9) months after date of issuance.

ARTICLE IX
Layoff – Rehire and Leave of Absence
Layoff – Rehire

- (a) Seniority rights for employees shall prevail only for employees hired prior to June 1, 1999. In reducing the working force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off; provided, that the particular work done by the employee and the length of service of said employee shall be considered to be determining factors. In returning to work the last employee laid

off shall, if available, be the first employee rehired, subject to the determining factors, applicable of layoff. A list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at their place of employment.

(b) All employees hired after the date of the Agreement and those who have not worked for the Contractor for thirty (30) days shall be considered probationary employees for the first thirty (30) working days of their employment. The Contractor may terminate any employee who has not completed his probationary period and such action shall not be subject to the grievance procedure. Probationary employees may not complete their probationary period while absent or laid-off.

(c) A regularly employed driver, or a regularly employed owner-operator, is an employee driver who has worked for thirty (30) days since his last day of hire.

(d) Seniority shall be broken only by discharge for just cause, voluntary quit or layoff for a period of two (2) years or when notified to report for work after a layoff the employee fails to inform the Employer of his intent to return to work within three (3) days or, having notified the Employer of his intent to return to work, fails to report for work within seven (7) days of original notification by telegram or registered mail at their last known address as appearing on the Employer's records; or the employee fails to report for work upon termination of a leave of absence, vacation or disciplinary layoff without justifiable reason and/or without notifying the Employer by telegram or registered mail.

(e) When an Employer finds it necessary to send employee drivers of Employer-owned equipment outside the territorial area within the jurisdiction of the Local Union where the Employer has his principal office or home base, or in the case of an out-of-state Employer where he has his home base in the State of Michigan, he shall give all seniority employees of Employer-owned equipment an opportunity to take the out-of-town assignment. This opportunity shall be afforded on a seniority basis and once a crew has been selected or assigned there shall be no bumping by other employees for the duration of the project. Local Union No. 247 and Local Union No. 614 shall be considered as having the same territorial jurisdiction for purposes of this paragraph.

(f) In laying off or recalling employees and in the exercising of seniority rights no employee shall be entitled to displace the employee assigned to drive a low boy or fuel truck by the Employer regardless of seniority, unless the senior employee is accustomed to driving the low boy or fuel truck for such Employer.

(g) When Employer-owned trucks are left at the job site and employees are laid off from or prevented from working at such job site due to weather conditions, equipment breakdowns or other reasons beyond the control of the Employer, such employees shall not be permitted to exercise their seniority to displace any other employees of the Employer unless and until they have been

laid off from or prevented from working for two (2) consecutive working days.

Leave of Absence

(a) Any employee desiring a leave of absence from his employment shall secure written permission from his Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from his Employer. During the period of absence the employee shall not engage in gainful employment in the same industry in classifications covered by this contract. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. No leave of absence shall be granted by an Employer unless an employee shall submit in writing an authorization to deduct from his last wages sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence. It shall also be understood that copies of written permission for leaves of absence shall in all cases be forwarded to the Local Union.

(b) The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours' written notice is given to the Employer by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available qualified employees.

(c) Due to the seasonal fluctuation of work in the industry covered by this Agreement, it is necessary for the employees to turn to other types of work at the end of the working season. It shall be mutually agreed that when an employee is called for work by this Employer on his secondary job that the prime Employer will permit said employee to take such leave to fulfill his obligation with his secondary employer, if at all possible, and will contact the secondary employer in the event he is unable to release the employee from his prime job at the requested time.

ARTICLE X

Zones – Wages and Overtime

(a) This Agreement is divided into two (2) zones with the counties included in each zone as follows:

Zone 1: Wayne, Oakland, Macomb, Washtenaw, Monroe, St. Clair and Genesee.

Zone 2: Shiawassee and Lapeer.

(b) On any project subject to a governmental prevailing wage rate(s) determination where the prevailing wage rate(s) issued by the governmental agency is based on the prevailing wage work rate(s) set forth in this Agreement or the 2012-2017 Agreement between the Union and MITA, then the prevailing rate(s) herein set forth shall apply on the effective dates provided in this Agreement.

On any project subject to governmental prevailing wage rate(s) determination where the prevailing wage rate(s) issued by the governmental agency is not based on the Agreement or the 2012-2017 Agreement between the Union and MITA, and the prevailing wage rate(s) are less than the prevailing wage rates provided in this Agreement, then the governmental agency's wage rate(s) determination shall apply on that project. The Contractor shall furnish the Union a copy of the governmental agency's wage rate(s) determination for the project.

(c) It is recognized by the Parties that the union construction market has been threatened by non-union competition. Where the mutual interests of the Union and the Association are served by cooperating to enable union contractors to compete more effectively, it is agreed that the Association and the Union will meet to negotiate a market recovery rate on a project basis.

In cases where market recovery is desired, a two-person panel, one from the Union and one from the Association or Employer, will be established. The Union will notify the Association of all market recovery reached with contractors. The panel will have the authority to accept, modify or reject wage rates on a project basis. In the event of a dispute the two person panel will seek an independent third party in an expedited procedure to resolve the dispute and determine whether the proposed rate is consistent or inconsistent with comparable area rates. The independent third party will be selected by mutual agreement between the Association and the Union. Market recovery shall apply to all projects covered by this Agreement.

ZONE 1 Wages

Truck Driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, euclid, double bottom and fuel trucks)

Effective 4/1/17	Effective 4/1/18	Effective 4/1/19
\$23.87	\$24.12	\$24.37

Truck Driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

Effective 4/1/17	Effective 4/1/18	Effective 4/1/19
\$24.01	\$24.26	\$24.51

Truck Driver on low boy, euclid and double bottom

Effective 4/1/17	Effective 4/1/18	Effective 4/1/19
\$24.20	\$24.45	\$24.70

ZONE 2 Wages

Truck Driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, euclid, double bottom fuel trucks)

Effective 4/1/17	Effective 4/1/18	Effective 4/1/19
\$23.57	\$23.82	\$24.07

Truck Driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

Effective 4/1/17	Effective 4/1/18	Effective 4/1/19
\$23.66	\$23.91	\$24.16

Truck Driver on low boy, euclid and double bottom

Effective 4/1/17	Effective 4/1/18	Effective 4/1/19
\$23.87	\$24.12	\$24.37

(d) Where an employee has worked more than eight (8) hours in any one day, Monday through Friday, he shall be paid overtime at the rate of time and one-half (1½) for all hours worked over (8) hours, except as otherwise provided in Paragraph (e) of this Article X. He shall be paid overtime at the rate of time of one-half (1½) for all work performed on Saturday. He shall be paid double time (2) for all work performed on

Sunday and on a holiday listed in Article XII and for all hours worked in excess of four

(4) hours on December 24th and December 31st. The employee's paycheck stub shall

show the straight time hours and overtime hours worked. Eight (8) hours shall constitute a workday except when a schedule for four (4) ten (10) hour days is worked. Where two or more shifts are worked, employees working on the second or third shift shall be allowed a one-half (½) hour lunch period in each shift to be paid for as working time.

(e) The Employer shall have the option of scheduling employees to work on the basis of four (4) ten (10) hour days. Monday through Friday, at straight time, for any workweek, on a company-wide basis, a work crew basis or a project basis. When employees are scheduled to work on a four (4) day ten (10) hour day schedule, time and one-half (1½) shall be paid for all hours worked over ten (10) in one day.

1. The four (4) ten (10) hour days shall be scheduled on a weekly basis, Monday through Friday. Employees may be scheduled to work Monday through Thursday and Tuesday through Friday.

2. In the event work is unable to be performed on account of weather Monday through Thursday, the Friday work may be scheduled for the ten (10) hours in a day, or forty (40) hours in a week, and all work performed on Saturdays, Sundays and holidays shall be at time and one-half (1½).

3. The Contractor may work split-crews, that is scheduling some employees to work Monday through Thursday and others to work Tuesday through Friday.

4. On any job where the employees are scheduled to work four (4) ten (10) hour days the Contractor shall not bring in employees not scheduled to work four (4) ten (10) hour days to avoid the payment of overtime when the Contractor elects to work that job five (5) days in the week.

5. When the Contractor elects to work four (4) ten (10) hour days under this Section, the Contractor will call the Local Union and offer to hold a pre-job conference to inform the Union of the contemplated work schedule for the job(s).

(f) No employee will be requested to work on Labor Day except for protection of life or property.

(g) **RUNNING TIME:** Running time is the time consumed in transporting Contractor-owned equipment from the garage or yard to the job site at the beginning of the day's operation and from the job site to the garage or yard at the end of the day's operation. Drivers shall receive one (1) hour's pay for such time. Where "running" time is involved, and were a drive has worked eight (8)

hours or more in any one day at the site of the job, he shall be paid one (1) hour "running" time at the rate of time and one-half (1½). All time spent at work for the employer is paid-for time.

(h) When employer-owned trucks are left at the job site the employee shall be paid the equivalent of one-half (½) hour's pay for servicing the truck in addition to all other compensation provided for in this Agreement. Whenever the employee is entitled to receive eight (8) or more hours' pay on any day under this Agreement, such one-half (½) hour shall be paid at the rate of time and one-half (1½).

(i) In the event an employee is ordered to report for work on any work day but is not put to work that day, weather permitting, he shall be paid two (2) hours for show up time. During such two (2) hours' time the workman may be required to perform such work as is necessary for the maintenance of his truck that is not within the jurisdiction of the members of the same or other unions.

If the employee actually commences work at the site of the job, he shall be paid at least four (4) hours' pay, weather permitting. After actually commencing work at the site of the job, and being recalled, the workman may be required, during the balance of the four (4) hours, to perform such work as is necessary for the maintenance of his truck that is not within the jurisdiction of the members of the same or other unions.

Any employee who reports in the morning or at the beginning of a shift and begins his fifth hour of work, Monday through Friday, or his sixth hour Saturdays, Sundays and holidays, weather permitting, shall received one (1) day's wages or eight (8) hours' pay. After commencing the fifth hour of work and being recalled, the workman may be required, during the balance of the afternoon or shift, to perform such as is necessary for the maintenance of his truck that is not within the jurisdiction of the members of the same or other unions.

(j) All employees covered by this Agreement shall be paid weekly on regular paydays.

ARTICLE XI

Shift Work

(a) Shift wages shall apply for shift work for one (1) day or any number of days. On any shift, starting on or after 4:00 p.m., whether the first or second shift, shift rate of wages shall be paid. The shift wage rate shall be eighty cents (.80) per hour more than the day rate per hour as shown in Article X of the Truck Drivers Agreement, the Supplemental Agreement – Warehousing and the Supplemental Agreement – Owner/Operator. However, where three (3) shifts are worked Monday through Friday, the last shift worked on the fifth day of the work week shall be paid at straight-time for seven and one-half (7½) hours worked and time and one-half (1½) thereafter, unless the fifth day shall fall on any of the holidays named in Article XII, Section (a), then such time worked would be paid at the double time rate.

(a) When three (3) shifts are employed, Monday 8:00 a.m. to Saturday 8:00 shall constitute a week's work. All terms and conditions of this Agreement shall apply, except seven and one-half (7½) hours shall constitute a day's work for the purpose of guarantees and the payment of premium pay for overtime work.

ARTICLE XII
Holiday Pay

(b) A regularly employed driver shall be eligible to be paid (8) hours' pay at the regular straight-time hourly rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

If the holiday should fall on Saturday or during an employee's scheduled vacation, the employee, complying with other requirements of this Agreement, shall be paid for such holiday.

(c) To be entitled to pay for such holidays, the employee must have worked his last scheduled work day prior to and his next scheduled work day after such a holiday, except as provided in Section (c) of this Article XII; provided, however, that if an authorized representative of the Employer agrees with the individual employee that he need not work the day before or the day after a holiday, or either one of such days, then the employee shall be qualified to receive pay for such holiday because of said agreement. The authorized representative of the Employer shall be the person designated by the Employer as such. Any permission given by the authorized representative of the Employer to the employee to not work the day before or the day after a holiday, as stated above, shall be in writing.

(d) If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday falling within said thirty (30) day period, which shall be included in his first week's pay check. Said extra day's pay shall be equivalent to eight (8) hours at the regular straight-time hourly rate specified in this Agreement. An employee who is laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return.

(e) Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to proven illness or non-occupational injury.

ARTICLE XIII
Vacation Pay

- (a) For each month worked, a driver who has been in the employ of his Company for up to three (3) years shall be entitled to one-half day's pay as a vacation allowance. The one-half day so earned each month shall consist of four (4) hours at his basic straight-time hourly rate.
- (b) For each month worked, a driver who has been in the employ of his Company for more than three (3) years shall be entitled to one (1) day's pay as a vacation allowance. The one-day so earned each month shall consist of eight (8) hours at his basic straight-time hourly rate. For the purpose of determining three (3) years' service an employee must have accumulated thirty (30) months employment with the Employer as of the year in question.
- (c) For each month worked, a driver who has been in the employ of his Company for more than ten (10) years shall be entitled to one and a half (1½) days' pay as a vacation allowance. The one and a half days so earned each month shall consist of twelve (12) hours at his basic straight-time hourly rate.
- (d) For each month worked, a driver who has been in the employ of his Company for more than fifteen (15) years shall be entitled to two (2) days' pay as a vacation allowance. The two (2) days so earned each month shall consist of sixteen (16) hours at his basic straight-time rate.
- (e) Such accrued vacation time shall be accumulated yearly for the employee until May 1 of each year, unless he shall prior to that time leave the employ of the Company, in which event he shall at the time of termination be paid the vacation hours accumulated by him.
- (f) Employees shall be required to take a vacation based upon the number of hours accumulated under the provisions of this Agreement outlined above, and the time that such vacations are to be taken will be in the discretion of the employer. If the Employer requests, the Union agrees to furnish said Employer with a substitute driver during the period in which the regular driver is on vacation.
- (g) Absence from work not to exceed six (6) months caused by compensable job injury shall not disqualify employees for vacation allowance.
- (h) Employees with the most seniority with the Company shall be given first preference in choosing the time of the year for taking their vacations.
- (i) For purposes of calculating vacation pay in (a), (b), (c), and (d) above the Employer shall use the rates for underground construction as listed in Section X (c) of this Agreement.

(j) For purposes of vacation pay calculations, forty (40) hours per month qualifies as a month worked.

ARTICLE XIV Health and Welfare

(a) Effective April 2, 2017, the Employer agrees to pay into the MCTWF for each regularly employed driver and each regularly employed owner-operator the sum of Four Hundred Thirty-Nine Dollars and Seventy-Five Cents (\$439.75) per week.

(b) Effective April 1, 2018, the Employer agrees to pay into the MCTWF for each regularly employed driver and each regularly employed owner-operator the sum of Four Hundred Thirty-Five Dollars and Seventy-Five Cents (\$435.75) per week.

(c) Effective March 31, 2019, the Employer agrees to pay into the MCTWF for each regularly employed driver and each regularly employed owner-operator the sum of Four Hundred Forty-Four Dollars and Sixty-Five Cents (\$444.65) per week.

(d) Any increase in Welfare Fund contributions exceeding the rates stated above in (a) through (c), will be paid by the employee through a lump sum weekly payroll deduction.

(e) Effective April 1, 2017, the employer will deduct the sum of Twenty dollars (\$21.67) per week from the gross wages of each regularly employed driver and each regularly owner-operator. The purpose of this deduction is considered to be the employees' contribution to health care coverage.

(f) Effective April 1, 2018, the employer will deduct the sum of Twenty-two dollars (\$22.00) per week from the gross wages of each regularly employed driver and each regularly owner-operator. The purpose of this deduction is considered to be the employees' contribution to health care coverage.

(g) Health and Welfare – If a regularly employed driver works 35 weeks or more during any calendar year, the employer shall make the necessary weekly contribution so that the employee receives the 40 weeks of contributions necessary to obtain retiree health care coverage. Similarly, if an employee works 46 weeks or more, the employer shall make the necessary weekly contribution to bring the employee to 50 weeks of contributions. In no event shall the employer pay more than once for the same week of coverage.

(h) All payments into the MCTWF must be made within fifteen (15) days from the end of each calendar month to the J.P. Morgan Chase Bank N.A.,

which bank has been made depository for the MCTWF.

(i) The Employer agrees to abide by the Michigan Conference of Teamsters Welfare Fund's policies and procedures as provided in their Participation Agreement.

(j) The Employer agrees to allow bargaining unit employees to opt-out of the Michigan Conference of Teamsters Welfare Fund (MCTWF) coverage pursuant to the Employer's Cafeteria Plan maintained in compliance with section 125 of the Internal Revenue Service Code and subject to and in accordance with the terms and conditions of MCTWF's Opt-Out Rules and compensate said employee(s), during the opt-out period, fifty percent (50%) of the total Employer weekly contribution amount.

ARTICLE XV

Pension

(a) Effective April 1, 2017, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver and each regularly employed owner-operator a contribution of \$64.40 for each day worked up to a maximum of **\$322.00** per workweek.

(b) Effective April 1, 2018, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver and each regularly employed owner-operator a contribution of \$67.00 for each day worked up to a maximum of **\$335.00** per workweek.

(c) Effective April 1, 2019, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver and each regularly employed owner-operator a contribution of \$68.40 for each day worked up to a maximum of **\$342.00** per workweek.

(d) All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, Illinois 60690, Account No. 7000.

(e) A regularly employed driver, or regularly employed owner-operator, is an employee driver who has worked for thirty (30) days since his last date of hire.

(f) Contributions to the MCTWF and Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations. Employees who work either temporarily, or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph.

(g) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the MCTWF and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

(h) Should a regularly employed driver receive 160 days or more of pension contributions but less than 180 days of contributions, the Employer will submit payment to the Pension Fund to assure that the regularly employed driver receives 180 days of contributions.

This provision does not apply to regularly employed drivers who voluntarily quit, are discharged for just cause or who retire prior to the end of a calendar year.

(i) In those instances where the Employer is involved in an "owner-operator" arrangement, there shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the MCTWF and the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

(j) Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contributions to the MCTWF and/or Pension Fund, in accordance with the rules and regulations of the Trustees of such funds, and after the proper official of the Local Union shall have given seventy-two (72) hours' notice, excluding Saturdays, Sundays and holidays, to the Employer of such delinquency in the MCTWF and Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made; and it is further agreed that the employer shall be

responsible to the employees for loss of Health and Welfare and Pension benefits resulting from the Employer's delinquency.

(k) It is agreed that the MCTWF and Pension Fund will be separately administered, each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal, and that Employers executing this Agreement may, if they so desire, appoint a representative to be made a member of such existing joint trusteeship presently administering the Fund.

(l) By execution of this Agreement, the Employer authorizes the Employers' Associations, who are signatories to similar collective bargaining agreements signed with Teamsters' Union, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the employer Trustees under such trust agreements, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

ARTICLE XVI Defective Equipment

No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all applicable safety equipment as prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless refusal is unjustified.

ARTICLE XVII Overweight Tickets

The Employer will be responsible for any overweight ticket received by his employee in the course of this employment, provided the employee received the ticket while traveling the route designated by the Employer.

ARTICLE XVIII Liability of Parties

(a) The Employer agrees it will not hold the Union liable for any acts of its members not authorized by said Union. The Union agrees that it will, on written request of the Employer, notify the Employer in writing within forty-eight (48) hours after receipt of said request whether the act of the member or members of the Union so complained of was or was not authorized, and, if not authorized, the Union agrees that it will take immediate steps to rectify the situation complained of.

The Union agrees that it will not hold the Employer liable for any acts of the

agents of said Employer not authorized by said Employer. The Employer agrees that it will, on written request by the Union, notify the Union in writing within forty-eight hours after receipt of said request at the office of said Employer whether or not the act of the Employer's agent so complained of by the Union was authorized, and, if not authorized, the Employer agrees that it will take immediate steps to rectify the situation complained of.

ARTICLE XIX

Invalidity

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and re-negotiate the inoperative portion of the Agreement.

ARTICLE XX

Funeral Pay

(a) When a death occurs in the employee's immediate family as defined below, he shall be entitled to receive up to three (3) days off with pay (eight (8) hours at his basic straight-time hourly rate for each day) to attend the funeral. an employee who is otherwise scheduled to work shall be entitled to take off work and receive eight (8) hours pay at his basic straight-time hourly rate the day before the funeral, the day of the funeral and the day following the funeral. If any of said three (3) days falls on a Saturday or Sunday or holiday, no payment shall be made for such day. Any driver hired after April 1, 2007, is eligible for only one day's pay at the straight time rate.

(b) The employee's immediate family shall be the employee's spouse and the following relatives of the employee:

1. Children, including stepchildren and adopted children.
2. Brothers and sisters, including half-brothers and half-sisters, adopted brothers and sisters, and brother-in-law and sister-in-law.
3. Father and mother or father-in-law and mother-in-law.

ARTICLE XXI

Credit Union Deduction and DRIVE Deduction

(a) The Employer will make weekly deductions from the pay of an employee who chooses to deposit money in the Teamsters Credit Union of Wayne and Oakland County, provided the employee delivers written authorization to the Employer and provided the authorized deduction is in even dollar amount. Such payroll deduction authorization must be effective without change for a period of fifteen (15) weeks. If the wages earned by an employee in any week are not sufficient to pay the full amount of any authorized payroll deduction, no deductions shall be made.

(b) The Employer will make weekly deductions from the pay of an employee who wishes to contribute to DRIVE, provided the employee delivers a written authorization to the Employer and provided the authorized deduction is in an even dollar amount. Such payroll deduction authorization shall not be changed or revoked without thirty (30) days prior written notice delivered to the Employer by the employee. If the wages earned by an employee in any week are not sufficient to pay the full amount of any authorized payroll deduction, no deduction shall be made. DRIVE deductions shall be transmitted to: National DRIVE, International Brotherhood of Teamsters, 25 Louisiana, N.W., Washington, D.C. 20001.

ARTICLE XXII Industry Advancement Fund

(a) The Association has established an Industry Advancement Fund whose activities shall be determined by the Association and which Fund shall be financed by the payments hereinafter provided for.

(b) Effective June 1, 1999, the Employer agrees to pay to the Industry Advancement Fund Twelve Cents (12¢) per hour for actual hours paid each employee working under this Agreement.

(c) Any Contractor who does not elect to contribute the above stated contribution to the Industry Advancement Fund shall, in the alternative, contribute an equal amount for each hour worked by each employee to the employee as Holiday Pay, the same to be paid in a lump sum at the time the Thanksgiving Day holiday pay would be paid. Such lump sum payment shall be in addition to the Thanksgiving Day holiday pay provided for in Article XII of this Agreement.

(d) These contributions will be reported on the forms provided and sent to such depository as shall be named by the Association.

ARTICLE XXIII Duration

This Agreement shall remain in full force and effect until the thirty-first (31st) day of March, 2020, and shall thereafter be renewed from year to year unless either party hereto shall notify the other party, in writing, at least ninety (90) days prior to March 31, 2020, or any subsequent anniversary date of this Agreement, of its desire to change or to terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

LABOR RELATIONS DIVISION, MICHIGAN INFRASTRUCTURE AND
TRANSPORTATION ASSOCIATION, INC.

By: _____
Michael A. Nystrom
Executive Vice President/ Secretary

**TEAMSTERS' LOCAL UNIONS Nos. 247, 332, 337 and 614 affiliates of
the INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

By: _____
Lloyd A. Dubroy
Michigan Teamsters Joint Council No. 43 Construction
Director Local 247 Recording Secretary and Business
Representative

By: _____
Nina Bugbee
Local 332 Principal Officer President

By: _____
Jim Parrinello
Local 337 Trustee and Business Representative

By: _____
Dennis Krogstad
Local 614 President

SUPPLEMENTAL AGREEMENT – OWNER-OPERATOR

The following Agreement embraces only owner-operator drivers and shall be signed by those Contractors who desire to hire owner-operator drivers in the Counties of Wayne, Oakland, Macomb, Washtenaw, Monroe, St. Clair, Genesee, Shiawassee and Lapeer in the State of Michigan.

An owner-operator driver shall be defined as a person who is the registered owner of one truck only, which he drives himself. Persons not covered by the above definition shall not be covered by this Agreement.

The Employer signatory to this Agreement agrees to place said owner-operator on his payroll and pay the wages and other benefits applicable under this Agreement and negotiate with such owner-operator for the rental to be paid for the truck. The owner-operator shall submit to the Employer the registration certificate and evidence of required insurance coverage.

The Employer will obtain certification (at time of hiring) from the owner-operator that the truck rental rate agreed upon is equal to, or in excess of, his certified cost of operating that particular truck, and will notify the owner-operator that a copy of said lease agreement, or rental certification, must be sent by him to the Union.

Any certification accepted by the Employer that shows less than the normal cost of operation by the owner-operator shall subject the rental agreement to cancellation by the owner-operator.

As a criteria for determining normal cost of operation, the truck rental rates as established by the Michigan Public Service Commission shall be minimum rates for the classification of the truck being hired.

The owner-operator shall be paid with two (2) checks – one for wages and one for equipment rental.

One hour of running time shall be paid as owner-operator driver for the total time consumed in getting his truck to the job site at the beginning of the day's operation and returning it to its place of keeping at the end of the day's operation. This running time shall only be paid on the wage portion of the driver's check and is not paid on the truck rental portion of the driver's check. In the event that an owner-operator driver has worked eight (8) hours or more at the job site in any one day, the one hour of running time shall be paid at the rate of time and one-half (1½).

(a) This Agreement is divided into two (2) zones with the counties included in each zone as follows:

Zone 1: Wayne, Oakland, Macomb, Washtenaw, Monroe, St. Clair and Genesee.

Zone 2: Shiawassee and Lapeer.

On any project subject to a governmental prevailing wage rate(s) determination where the prevailing wage rate(s) issued by the governmental agency is based on the prevailing wage work rate(s) set forth in this Agreement or the 2007-2012 Agreement between the Union and MITA, then the prevailing rate(s) herein set forth shall apply on the effective dates provided in this Agreement.

On any project subject to governmental prevailing wage rate(s) determination where the prevailing wage rate(s) issued by the government agency is not based on this Agreement or the 2007-2012 Agreement between the Union and MITA, and the prevailing wage rate(s) are less than the prevailing wage rates provided in this Agreement, then the governmental agency's wage rate(s) determination shall apply on that project.

The Contractor shall furnish the Union a copy of the governmental agency's wage rate(s) determination for the project.

ZONE 1 Wages

Truck Driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

Effective	Effective	Effective
4/1/17	4/1/18	4/1/19
\$23.87	\$24.12	\$24.37

Truck Driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

Effective	Effective	Effective
4/1/17	4/1/18	4/1/19
\$24.01	\$24.26	\$24.51

Truck Driver on low boy, euclid and double bottom

Effective	Effective	Effective
4/1/17	4/1/18	4/1/19
\$24.20	\$24.45	\$24.70

ZONE 2 Wages

Truck Driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, euclid, double bottom and fuel trucks)

Effective	Effective	Effective
4/1/17	4/1/18	4/1/19
\$23.57	\$23.82	\$24.07

Truck Driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

Effective	Effective	Effective
4/1/17	4/1/18	4/1/19
\$23.66	\$23.91	\$24.16

Truck Driver on low boy, euclid and double bottom

Effective	Effective	Effective
4/1/17	4/1/18	4/1/19
\$23.87	\$24.12	\$24.37

(b) In addition to the wage rates specified above, the classifications covered by this Agreement shall also receive the same health and welfare, pension, vacation and holiday benefits as set forth in the Truck Drivers' Agreement. It is further agreed and understood that all other terms and conditions contained in the Truck Drivers' Agreement shall be applicable under this Agreement, except as stated below.

It is hereby agreed and understood that violation of the terms of this Agreement by the signatory Employer shall in no manner involve members of the Michigan Infrastructure and Transportation Association who have not signed this Agreement, insofar as strikes, stoppages or slowdowns are concerned. Article V of the Truck Drivers' Agreement shall not apply to this Supplemental Agreement.

This Supplemental Agreement shall remain in full force and effect and expire along with the Truck Drivers' Agreement.

**SUPPLEMENTAL AGREEMENT –
OWNER-OPERATOR**

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year shown below.

FOR THE EMPLOYER

(Employer [Firm] Name)

(Name) (Title)

(Address)

(City) (State) (Zip)

(Area Code) (Telephone No.)

FOR THE UNION

(Name) (Title)
