

**NATIONAL DISTRIBUTION AND UTILITIES  
CONSTRUCTION AND MAINTENANCE AGREEMENT**

AGREEMENT made by and between the DISTRIBUTION CONTRACTORS ASSOCIATION, its Contractor Members and such other Distribution and/or Utility Contractors who execute an acceptance to the terms and provisions of this Agreement, hereinafter referred to as the "Employer," and the INTERNATIONAL UNION OF OPERATING ENGINEERS, hereinafter referred to as the "Union."

Whenever reference is made to gender in this Agreement the same shall be interpreted and construed as including both male and female.

**WITNESSETH**

WHEREAS, the parties hereto desire to stabilize employment in the Distribution and Utility Construction Industry, by agreeing 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, agree as follows:

**ARTICLE I**

**COVERAGE**

A. This Agreement shall apply to and cover all distribution pipeline, cable and communication lines (cable and communication does not apply where a Local Union has a separate agreement for cable and communication only), construction and maintenance work coming within the jurisdiction of Union, contracted for or performed by Employer within the areas set forth in Appendix B of this Agreement, as such work is more fully described in paragraphs B and C below. It is mutually agreed that this Agreement may be extended to cover additional territory.

B. Distribution work coming under this Agreement is that illustrated in accompanying charts and is defined as follows:

"This Agreement shall apply to and cover the repair, maintenance, construction, installation, treating and reconditioning of pipeline systems transporting coal, gas, oil or other similar materials, vapors or liquids (except sewer and water lines in all states and zones other than those in which such work is specifically included by designation in Appendix B), as well as cable, conduit, telephone lines, power lines and maintenance of steam lines within cities, towns or subdivisions, suburban areas, or within private property boundaries, more commonly referred to as "distribution or utility work," defined as follows: generally speaking, from the first metering station, connection, similar or related facility, at which point mainline pipeline or cable construction ceases.

"The phrase 'first metering station or connection,' means that point which divides mainline transmission lines or higher pressure lateral branch lines from lower pressure distribution systems. If a metering station or connection is located on a mainline transmission line, the work covered by this Agreement excludes the construction of all pipelines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines."

C. If and when Employer shall perform work covered by this Agreement under its own name, under the name of another, as a corporation, company, partnership, enterprise, or any combination, including a joint venture, this Agreement shall be applicable to all such work performed under the name of Employer, or under the name of any other corporation, company, partnership, enterprise, combination or joint venture.

D. All of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by the Employer or any subcontractor of said Employer. The temporary use of rented, fully-operated equipment shall be in no way used to circumvent the intent and provisions of this Agreement. It is further understood owner/operator shall be on the Employer's payroll the same as any other operator and shall be paid by separate check. It is recognized and understood that certain equipment used in the performance of distribution work may be subject to a maintenance, repair or service warranty or contract. Under such conditions, the Contractor shall not be required to have the work performed under this Agreement.

E. In no event shall Employer be required to pay higher wages, or be subject to more favorable working rules, than those established by Union for any other Employer engaged in work covered by this Agreement or any other Employer not signatory to this Agreement who has negotiated a more favorable separate Agreement with the Union, or who is working within the Union's jurisdiction with the knowledge or tacit approval of the Union.

F. In the event that any State or Federal statute or regulation shall supersede, invalidate, or be in conflict with any clause in this Agreement such statute or regulation shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect.

## ARTICLE II

### UNION RECOGNITION AND UNION SECURITY RECOGNITION OF EMPLOYER RIGHTS NOTIFICATION AND PRE-JOB CONFERENCES

A. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all Employees in the classification of work covered by this Agreement, for the purpose of collective bargaining, as provided by the Labor Management Relations Act of 1947.

B. The Union recognizes that 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 by the use of any machines, tools or labor-saving devices, and the right of Employer to determine the number of Employees required for each job and to hire and discharge Employees, subject to the provisions of this Agreement. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of Employer not enumerated which do not conflict with other provisions of this Agreement.

C. All Employees covered by this Agreement, as a condition of the continued employment, shall, commencing on the eighth 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, maintain membership in the Union. This provision shall not apply in any state where such a requirement for continued employment is prohibited by law.

D. Employer agrees to notify Union of jobs obtained by the individual Employer, describing the location, size and extent of distribution, or maintenance work, and the proposed starting date,

subject to the exceptions set forth in paragraph F below.

E. The Employer shall notify the Director of Pipe Line of the International Union of Operating Engineers of jobs awarded. Employer and representatives of the International Union and Local Union or Local Unions having jurisdiction involved shall set a mutually agreed upon location and shall hold a pre-job conference so that the start and continuation of work may progress without interruption, and the Union's representatives at such conference shall be authorized by Union to represent Union for the entire area covered by the job. It shall be the purpose of the pre-job conference for the Employer and the Union to agree on such matters as length of work week, the number of key employees to be brought in, the number of men to be employed, the applicable wage rates in accordance with the contract, and any other matters not including any interpretation of the clauses of this Agreement, it being agreed that any interpretation of the Agreement should be made between the principal parties hereto, so that proper application thereof may be made on the jobs.

F. However, it is recognized that many distribution pipeline construction jobs are awarded on relatively short notice and are of relatively short duration. Therefore, to make notification and to hold a conference prior to commencing each job and segment or segments of work would be unduly burdensome, and would serve no practical purpose for either the individual Employer or the Local Union involved. Normally, therefore, only one notification and one pre-job conference will be required where additional work is expected from the same owning company or municipality during the course of the working season. Such pre-job conference between any individual Employer and the Local Union involved shall be considered as having satisfactorily established the basic conditions under which any subsequent work shall be performed by such Employer in the Local Union's jurisdiction during the balance of the working season. The Employer shall notify the Local Union by telephone or other mutually acceptable method of the award of such additional work prior to starting.

G. The Union agrees to send a copy of this Agreement to each and every one of its Local Unions having jurisdiction over any area in which Employer becomes obligated to perform distribution work, and agrees that the terms of this Agreement shall be recognized by such Local and enforced by the Union, so that industrial peace will not be disturbed, and so that the Employees may perform Employer's work efficiently and continuously. The Employer agrees as well to furnish its supervisory personnel

copies of this Agreement, so that they may be familiar with the terms.

H. It is recognized that because of the special nature of distribution pipeline or cable construction work, it is necessary that Employer have available experienced and qualified Employees, and that both parties shall cooperate to the end that all of the Employees hired hereunder shall be capable of performing such distribution pipeline construction work in an experienced manner.

I. At the pre-job conference, Employer shall notify the Union of the number of classifications of "key men" and working foremen whom he desires to bring into the job. Key men will be men who are regularly employed by the Contractor. It is anticipated that the number of regular employees shall not be more than a majority of the total required. The Employer shall make fringe benefit contributions for the Employer's "key men" to the Trust Funds designated by the keyman as his home trust fund. The hiring of additional men shall be as set out in paragraph J herein below.

J. The hiring of men in addition to the Employer's "key men," either at the start of the job or later, shall be conducted in the following manner:

1. In the event a valid non-discriminatory exclusive referral procedure has been established by collective bargaining in the area in which the job is to be performed, Union shall notify the Distribution Contractors Association from time to time as to the existence of such referral procedures, and Employer agrees to utilize such referral procedures upon the following conditions.

- (a) Nothing in this Agreement shall affect the Employer's inherent right to determine the competency and qualification of his Employees, and his right to reject and discharge men accordingly.
- (b) The selection of applicants for referral to jobs shall be on a non-discriminatory basis, and shall not be based on or in any way affected by union membership, bylaws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policy or requirement.
- (c) Qualified applicants required by Employer must be referred by a Local referral office within forty-eight (48) hours of the receipt of the Employer's request. If the Local referral office fails to comply with these conditions, the Employer may secure qualified applicants from any other source.

2. In the event there is no valid exclusive referral procedure established in the area where the particular job is to be done, or the proper conditions set out hereinabove have not been met by the referral procedure which has been established, Employer will

at the pre-job conference notify Union, as one of the sources from which men are to be recruited, as to the number of men who will be needed in addition to key employees. Employer shall give preference in employment to men in the area who have had previous distribution pipeline construction experience. It is understood the Employer will hire all Employees at the job site in a nondiscriminatory manner, and shall have the absolute right to determine the competency and qualifications of applicants and employees, and to reject and discharge accordingly.

3. Once the original crew has been employed, Employer shall have the right to keep such crew on all work throughout the territory covered by the particular job or jobs for which job notification was given or the pre-job conference was held, regardless of local union jurisdiction. Where a job involves the jurisdiction of two or more Local Unions, manning and appropriate wages shall be determined at the pre-job conference.

K. The Union shall post, in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of this hiring arrangement, including the provisions herein set forth. The Employer shall similarly post, in places where notices to Employees and applicants for employment are customarily posted, all provision relating to the functioning and operating of the hiring arrangements, including these provisions.

L. There is hereby established a Joint Appeal Board, composed of one representative of the Distribution Contractors Association and one representative of the Union, who shall hear and determine any and all disputes or grievances arising out of the operation of the hiring procedure. Any Employee or applicant for employment who feels he has been discriminated against shall have the right to appeal to the Joint Appeal Board, provided such appeal is in writing and filed with the Board within five (5) days of the date of the alleged discrimination. The Joint Appeal Board shall, in the event it is unable to reach a decision, agree upon an impartial umpire whose decision shall be final.

M. In the event a master mechanic or craft foreman is employed, he shall be in charge of all equipment on the job, and shall not normally have any supervision over Employees. In the event, however, a master mechanic is to be employed in a supervisory capacity, his selection shall be discussed at the pre-job conference. Such a master mechanic shall be paid at least fifty cents (\$.50) per hour above top rate for operators.

### ARTICLE III

## WORKING RULES

A. The time of men shall start at the job site and shall end at quitting time on the job site; however, the lunch period shall be excluded.

B. The pay day shall be once a week. Employees are to be paid at the end of their regular shift, whether working in Employer's yard or in the field. When the services of an employee are no longer required, he shall receive a full day's pay for the day he is terminated and receive all of his wages before his quitting time or by mail postmarked within twenty-four (24) hours after his quitting time. If not paid within said twenty-four hours, the Employer shall pay penalty of four (4) hours of pay to such employee at the straight time rate of pay for such succeeding twenty-four (24) hours of delay. It is understood that said twenty-four (24) hour periods shall not include Sundays or Holidays. Employees shall not be called at home and terminated. If an Employee is discharged/fired for cause, he shall be paid wages due at the time of discharge. However, if an employee is receiving wages by direct deposit, payment of any wages for the week due at the time of termination shall be satisfied by direct deposit.

C. The Union shall place no limitation upon the amount of work which an Employee shall perform or the types of equipment to which he is assigned during the working day, and there shall be no restrictions imposed against the use of any type of machinery, tools or labor-saving devices. At the discretion of Employer, men may be changed from one machine to another without restriction, provided they are paid the higher rate, if applicable, so long as such action is not used for reduction of agreed upon work force.

D. In the operation, care and maintenance of welding machines, pumps, air compressors, concrete mixers and small secondary equipment, a man or men will be employed at the appropriate rate to perform such work, such rate to be decided upon at the pre-job conference, and in no case will there be any limitation upon the number of such machines placed under the operation, care and maintenance of any one or more men. It is the intention of the parties hereto that there shall be no abuse by either party of this condition. It is not the meaning of this paragraph to require the Employer to hire or use an Employee exclusively for the performance of this work.

### ARTICLE IV

#### STEWARDS

A. There shall be no non-working steward or stewards. Unions may select an Employee of

Employer who shall act as steward for the Union. Such man shall perform his work for Employer the same as any other worker and shall not be entitled to any extra pay merely because he is acting as a steward. Steward may not be discharged without previous notice to Union. Although it is agreed that there will be no non-working stewards, it is also recognized by both parties that the steward has an important function in maintaining harmony and cooperation on the job and therefore his job assignment should not be such as to prevent his normal function as a steward. Therefore, the parties agree that his job assignment will be a subject to be decided at the pre-job conference.

B. It is agreed that the steward has no authority from Union to cause a work stoppage, and if a work stoppage is brought about by any action of the steward or lack of action on his part, then he may be discharged without notice to Union.

C. Where the steward has been regularly working on a job and for some unanticipated reason does not show up for work on a particular day, the Employees shall start and continue to work, and the superintendent shall notify the Local Union office of the steward's absence.

D. The Union shall not interfere with the Employer's employees during working hours; provided, that the business representative of the Local Union shall have access to the job at all times.

### ARTICLE V

#### COMPOSITE CREW

A. Contractor may establish for a project or job a crew or crews, known as a "composite crew" which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the Employees from each craft are assigned to their crafts' jurisdiction as far as practicable and possible but not inconsistent with the provisions of this Agreement. Provision of this paragraph will prevail only if agreeable with all crafts.

### ARTICLE VI

#### WAGE RATES AND CLASSIFICATIONS

A. The classifications and wages to be paid for all work covered by this Agreement are set out in Appendix A and Appendix B.

1. Wage and fringe contributions changing within the terms of this Agreement shall become effective on all work on the first payroll period

beginning after notification of such wage and fringe benefit increases. Such fringe benefits shall be those negotiated by the local union in whose jurisdiction work is performed. The above applies to those periods of time which rates are not shown in Appendix B.

2. The Employer also agrees to deduct from Employees' wages the applicable working dues assessments for the Local Union in which the work is being performed when proper authorization cards are signed.

B. On any work in which government regulations, such as the predetermination made by the Davis-Bacon Division of the U.S. Department of Labor, specify minimum wage rates and fringes, they shall be paid by Employer; provided that in no case shall wage rates and fringes be paid which are lower than those set out in Appendix B.

C. In those states and zones not identified in Appendix B, the Distribution Contractors Association shall contact the IUOE Construction Department, 1125 17th N.W., Washington D.C. 20036 (Tel:202-778-2684) to determine existing rates of pay and fringe benefits for such states or zones. In those areas in which a separate agreement is to be recognized, such agreement is to be referred to as set forth in Appendix B and considered a separate part of this Agreement.

D. The work coming under the jurisdiction of the union and covered by the terms of this contract includes the operation and maintenance and repair of the following equipment: all cranes, trenching machines, backhoes, draglines, bulldozers, boom cats, angle dozers, back fillers, cleaning machines, wrapping machines, tow tractors, bending machines, welding machines, pumps, forklifts, boring machines, straightening machines, directional drilling, skid steer loaders, and any other power operated equipment. Any new power operated equipment shall be classified by the Joint Policy Committee with reference to rate paid for such equipment on comparable work.

## **ARTICLE VII**

### **NATIONAL TRAINING FUND**

The employer agrees effective June 1, 2016 to pay into the IUOE National Training Fund the sum of ten cents (\$.10) per hour for all hours paid by the employer to all employees covered by this agreement. These contributions will be made on the forms provided and sent to such depository as shall be designated by the Fund.

## **ARTICLE VIII**

## **INDUSTRY ADVANCEMENT FUND**

Each employer/member DCA covered by this agreement effective June 1, 2016 shall pay to the DCA Industry Advancement Fund five cents (\$.05) per hour for each hour paid by the employer to their employees covered under this agreement. These contributions will be made on the forms provided and sent to such depository as shall be designated by the Association.

The activities of the DCA Industry Advancement Fund shall be determined by the Association and shall be financed from the payments herein provided for.

## **ARTICLE IX**

### **OVERTIME AND HOLIDAY PAY**

A. The work week shall begin on Monday and shall end on Sunday.

B. Eight (8) hours of work shall constitute a day's work. In all states and counties other than those indicated in Appendix B of this Agreement, all hours worked by an Employee in excess of eight (8) hours of work on any regular work day shall be paid for at the rate of time and one-half the straight time hourly rate, except as otherwise provided for in Appendix B. At the pre-job conference a four-tens work week may be established for the duration of the project. Under the four-ten hour week, there will be 2-5-10 show up time concept. When working a 4-ten hour schedule, Friday may be used as a make up day due to inclement weather.

C. All hours worked on Saturday and all hours worked on Sunday shall be paid for at the rate of time and one-half the straight time hourly rate; provided, however, that Saturday shall be a make up day. In the event that weather conditions or other conditions beyond the control of the Employer prevents or makes ill-advised the performance of work on any regular work day during the work week, work performed on the succeeding Saturday shall be paid for at time and one-half the regular straight time hourly rate. If any other craft receives double time, it will also apply to Operating Engineers.

D. Work performed on Christmas Day, Thanksgiving Day, Labor Day, New Year's Day, Memorial Day and Independence Day shall be paid for at double the straight time hourly rate.

E. If one of the holidays named in paragraph D above 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 for that day; work performed on Monday shall be paid for at double the straight time hourly rate. If

no work is performed on Monday, no pay shall be required.

## ARTICLE X

### REPORTING PAY

A. After a person has been hired and ordered to report to work at the regular starting time, and no work is provided for him on the day that he has so reported, he shall receive pay equivalent to two (2) hours at the rate applicable for that day. This pay shall not be provided if he has subsequently been ordered not to report for work on that particular day. If the person has been working regularly, and the Employer has failed to notify him not to report for work before leaving his residence, he shall be entitled to two (2) hour reporting time at the applicable rate for the day.

B. Employees shall furnish Employer with current telephone or other contact at the start of each job, and advise Employer of any subsequent change or changes in such contract during the course of the job.

C. Any person 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 for said day.

D. Any person 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.

E. It is expressly provided, however, that if the Employee leaves the job site without permission of Employer, or when a person refuses to work or continue to work, or work stoppage conditions brought about by a third party or parties prevents or makes ill-advised, in the opinion of the Employer, the performance of any work or the continuance of work once started, no pay for time not actually worked shall be required under any of the above enumerated conditions.

F. Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the steward shall be sufficient notification to the men, provided the steward is permitted enough time during working hours to notify the men.

## ARTICLE XI

### WORK STOPPAGES

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 and no lockout over jurisdictional or other disputes or over the terms and

conditions of this Agreement, it being the good faith intention of the parties hereto that by 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 case of any violation of this Agreement, the Employer and the Union shall be notified immediately. If in years four and five of this Agreement the parties are unable to agree on the terms for wages, the matter in dispute shall be referred to binding arbitration before the American Arbitration Association, which shall be requested to appoint an arbitrator to hear the matter and issue a decision within ten days of the hearing. The parties shall jointly bear the cost of the arbitration.

## ARTICLE XII

### PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

A. Grievances, disputes or differences of opinion between the Employer's supervisory personnel and Union representatives in the field shall be settled on the job whenever possible; provided that such settlement shall not vary any of the wages, terms or conditions of this Agreement. However, any settlement where hours of pay are involved shall be retroactive.

If a grievance, dispute or difference of opinion cannot be settled on the job, then the Union representative in the field shall refer it to the appropriate International Union representative, and the Employer's supervisory personnel shall refer it to the Employer's executive personnel, and if necessary, the Executive Vice President of the Distribution Contractors Association. These parties shall immediately make every effort to settle the grievance, dispute or difference of opinion.

B. Any and all matters of dispute, difference, disagreement or controversy of any kind or character between the Union and the Association and/or individual Employers signatory hereto involving or relating to the interpretation, construction or application of the terms of this Agreement, and the relations between the parties arising during the terms of this Agreement, or any renewal thereof, which cannot be settled by the grievance procedure set out hereinabove, shall be settled by arbitration.

Union shall name one representative, and Employer shall name one representative. These two representatives shall have the authority to choose a third arbitrator. If no third party can be agreed upon within forty-eight (48) hours, then the American Arbitration Association shall be requested to designate the third representative.

A decision of the majority of the arbitration representatives shall be binding upon both parties to the dispute, and pending arbitration, it is agreed that there shall be no work stoppage.

Each of the parties shall bear the expense of its appointed arbitrator, and the parties shall jointly and equally bear the expense, if any, of the chairman.

C. No grievance shall be recognized unless called to the attention of the Employer by the Union, or to the Union by the Employer, within seven (7) calendar days after the alleged violation was committed. This provision shall not be applicable to any grievance pertaining to pension or welfare fund benefits.

### **ARTICLE XIII**

#### **JOINT POLICY COMMITTEE**

It is agreed that a Policy Committee shall be established with one representative from each of the Unions and three representatives of the Distribution Contractors Association. This Committee shall act wherever possible to settle matters of dispute which may arise from time to time over the proper interpretation of this Agreement, and any other matters, including jurisdictional problems, concerning the harmonious relationship between the parties hereto. In the event that there should be a jurisdictional dispute with respect to any work which cannot be settled by the parties hereto, such dispute shall be settled in accordance with the procedure established by the Impartial Jurisdictional Disputes Board. It is agreed that there shall be no cessation or disruption of work by the parties pending settlement of any jurisdictional dispute.

### **ARTICLE XIV**

#### **SAFETY**

A. The Employer shall have the right to make and revise from time to time safety and working rules which are not inconsistent with any of the terms of this Agreement. The Union agrees to cooperate with the enforcement of such safety and work rules. Provisions for first-aid will be made available on each job.

An anti-drug policy is agreed to and is attached as part of this Agreement and is referred to herein as Appendix C.

B. In the event any Employee is sued for any act performed or any failure to act at the express direction of the individual Employer, the Union and Distribution Contractors Association shall meet for

the purpose of determining whether the individual Employer will be required to hold such Employees harmless from any loss sustained by said Employee including but not limited to attorney's fee, court cost, and any other costs arising out of such litigation. In no event shall an individual Employer be required to indemnify or hold an Employee harmless with respect to any loss sustained as a result of willful misconduct, gross negligence, criminal conduct, or actions otherwise contrary to the instructions of the individual Employer.

### **ARTICLE XV**

#### **SPECIAL CONDITIONS IN LIMITED AREAS**

In order to preserve work for the members of the International Union of Operating Engineers and make the Contractors who become a party to this Agreement more competitive in certain areas in the country, the International Union of Operating Engineers and the Distribution Contractors Association may mutually agree to put into effect special wages and conditions for specific areas or projects. These special wages and conditions will apply to the areas or projects involved for the period of time established by the International Union of Operating Engineers and the Distribution Contractors Association.

### **ARTICLE XVI**

#### **EFFECTIVE DATE, TERMINATION AND RENEWAL**

A. This Agreement shall become effective June 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 provision of this Agreement shall continue in full force and effect until May 31, 2021, and thereafter from year to year until terminated at the option of either party after sixty (60) days' notice before annual date in writing to the other. However, hourly wage rates provided for and set out in Appendix B of the Agreement shall be effective June 1st of each year, except as otherwise noted in Appendix B.

C. This Agreement may be reopened in those states and zones in Appendix B for the purpose of negotiating changes in the hourly wage rates and

fringes on June 1, 2019 and each June 1, thereafter, during the term of this Agreement.

D. In the event of failure of the parties to agree upon an adjustment of wage rates annually, Union shall not be considered in violation of Article IX hereinabove in the event a work stoppage results because of the failure to agree upon such wage rates.

It is further understood that no liability shall arise on the part of the International Union herein by reason of an unauthorized act by any Employee of said Employers of any Local Union or official thereof, affiliated with the International Union, unless and until such unauthorized act is brought to the attention of the International Union and a reasonable opportunity given to the Union to correct such act or ratify same.

E. It is understood that the Distribution Contractors Association is acting merely as 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 as principal or be held liable in any manner for any breach of this Agreement by any of the contractors signing the same.



IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of June 2016.


**INTERNATIONAL UNION OF OPERATING ENGINEERS:**



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James T. Callahan  
GENERAL PRESIDENT

**DISTRIBUTION CONTRACTORS ASSOCIATION**



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David A. Nelson  
LABOR CHAIRMAN



---

Robert G. Darden  
EXECUTIVE VICE PRESIDENT

ACCEPTANCE

**NATIONAL DISTRIBUTION AND UTILITIES AGREEMENT**

The undersigned is aware of and familiar with the **NATIONAL DISTRIBUTION AND UTILITIES CONSTRUCTION AND MAINTENANCE AGREEMENT** of the **UNITED STATES OF AMERICA** between the **International Union of Operating Engineers** and the **Distribution Contractors Association** operating in the United States, and for valuable consideration hereby becomes party to this Agreement as currently written and as amended, extended or revised by the negotiating parties from time to time.

All Local Distribution Agreement, which are limited to those Agreements negotiated exclusively for distribution industry work and by Distribution Contractors and/or Contractor Associations, are included and made a part of this Agreement.

By executing this Acceptance, the Contractors are bound to those Agreements and their work rates, working conditions and all other conditions of those Agreements when working in those areas covered by those independent contracts.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**ACCEPTED BY:**

\_\_\_\_\_  
**Name of Contracting Company**


\_\_\_\_\_  
**Name & Title of Person Signing for Company**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City & State**                      **Zip Code**

\_\_\_\_\_  
**Telephone Number**              **FAX Number**

**INTERNATIONAL UNION OF OPERATING ENGINEERS:**

  
\_\_\_\_\_  
**James T. Callahan**  
GENERAL PRESIDENT

**APPENDIX "A"**

**CLASSIFICATIONS**

**A. All States and Zones**

**1. PRIMARY (Group I)**

- Backhoe
- Ditching Machine
- Directional Drill
- Dragline
- Crane
- Clamshell
- Side Boom
- Dozer
- Back Filler
- Motor Grader
- End Loader
- Bending Machine
- Mechanic
- Gin Pole Truck
- Cross Type Boring Machine
- Mechanical-Greaser (large grease trucks)
- Track Hoe
- \* All other Tractor Types are Principal Rates

**2. SECONDARY (Group II)**

- Pot Fireman (engine operated above 3 bbl.)
- Air Compressor
- Concrete Saw
- Welding Machine
- Pump
- Tractor
- Tamper
- Oil-Greaser
- Mechanic Helper
- Gravely (Walking) Tractor
- Chain Type Ditcher
- Service Plow
- \* Farm Tractor - Such as 580 CASE and smaller, with:
  - Endloader
  - Springtooth
  - Landscape Rig Mold Boards
  - Broom
  - Tamper Attachment

**3. Group III**

- Oiler

**APPENDIX "B"**  
**RATES & FRINGES**  
**2016-2020**

**ALABAMA (Local 312, Zone 1)**

Counties of: Autauga, Bibb, Blount, Calhoun, Chambers, Cherokee, Chilton, Clay, Cleburne, Coosa, Cullman, Dallas, Elmore, Etowah, Fayette, Greene, Hale, Jefferson, Lamar, Lee, Lowndes, Macon, Montgomery, Perry, Pickens, Randolph, Russell, St. Clair, Shelby, Sumter, Talladega, Tallapoosa, Tuscaloosa, Walker, Winston

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$22.72	\$23.36	\$24.02	Wage	Wage
Group 2	19.64	20.25	20.88	Opener	Opener
Group 3	18.67	19.25	19.85		
Health & Welfare	5.20	5.25	5.30		
Pension Group 1	3.45	3.55	3.65		
Pension Group 2	3.40	3.45	3.50		
Pension Group 3	3.35	3.40	3.45		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**ALABAMA (Local 320, Zone 2)**

Counties of: Colbert, Dekalb, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$22.60	\$23.05	\$23.50	Wage Opener	Wage Opener
Group 2	19.47	19.84	20.21		
Group 3	18.45	18.79	19.18		
Health & Welfare	5.15	5.15	5.20		
Pension	3.57	3.87	4.17		
Apprenticeship	.05	.09	.10		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**ALABAMA (Local 653, Zone 3)**

Counties of: Baldwin, Barbour, Bullock, Butler, Choctaw, Clarke, Coffee, Conecuh, Covington, Crenshaw, Dale, Escambia, Geneva, Henry, Houston, Marengo, Mobile, Monroe, Pike, Washington, Wilcox

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$22.60	\$23.08	\$23.58	Wage	Wage
Group 2	19.72	20.13	20.55	Opener	Opener
Group 3	18.57	18.95	19.35		
Health & Welfare	5.00	5.25	5.50		
Pension	3.15	3.20	3.25		
Training	.30	.30	.30		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**ALASKA (Local 302) OWN DCA AGREEMENT**

**ARIZONA (Local 428)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage	Wage	Wage	Wage	Wage
Group 2	Opener	Opener	Opener	Opener	Opener
Group 3					
Health & Welfare					
Pension					
Apprenticeship					
NTF					
I.A.F.					

**ARKANSAS (Local 624)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$22.29	\$22.67	\$23.07	Wage	Wage
Group 2	19.73	20.05	20.39	Opener	Opener
Group 3	18.64	18.93	19.24		
Health & Welfare	6.10	6.25	6.40		
Pension	2.75	3.00	3.25		
Apprenticeship	.05	.05	.05		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**CALIFORNIA (Local 12, Zone 1) OWN DCA AGREEMENT**

**CALIFORNIA (Local 3, Zone 2) OWN DCA AGREEMENT**

**COLORADO (Local 9)**

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$27.06	\$27.71	\$28.36	Wage	Wage
Group 2	24.06	24.71	25.36	Opener	Opener
Health & Welfare	6.00	6.25	6.50		
Pension	3.30	3.40	3.50		
Apprenticeship	.45	.45	.45		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**CONNECTICUT (Local 478) OWN DCA AGREEMENT**

**DELAWARE (Local 542) OWN DCA AGREEMENT**

**DISTRICT OF COLUMBIA (Local 77)**

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$28.56	\$29.54	\$30.56	Wage	Wage
Group 2	27.96	28.93	29.93	Opener	Opener
Group 3	25.95	26.86	27.80		
Health & Welfare	4.75	4.80	4.85		
Pension	2.10	2.15	2.20		
Apprenticeship	.35	.35	.35		
Adm. Dues (DED)	.64	.74	.76		
Annuity	.50	.50	.50		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**FLORIDA Local 487 (Zone 1)**

Counties of: Dade, Monroe

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage	Wage	Wage	Wage	Wage
Group 2	Opener	Opener	Opener	Opener	Opener
Group 3					
Health & Welfare					
Pension					
Apprenticeship					
NTF					
I.A.F.					

**FLORIDA (Local 487 Zone 2)**

Counties of: Broward, Charlotte, Collier, Glades, Hendry, Highlands, Indian River, Lee, Martin, Okeechobee, Palm Beach, Saint Lucie

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage	Wage	Wage	Wage	Wage
Group 2	Opener	Opener	Opener	Opener	Opener
Group 3					
Health & Welfare					
Pension					
Training					
NTF					
I.A.F.					

**FLORIDA (Local 653 Zone 3)**

Counties of: Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, Washington

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$22.60	23.08	\$23.58	Wage	Wage
Group 2	19.72	20.13	20.55	Opener	Opener
Group 3	18.57	18.95	19.35		
Health & Welfare	5.00	5.25	5.50		
Pension	3.15	3.20	3.25		
Training	.30	.30	.30		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**FLORIDA (Local 487 Zone 4)**

Counties of: Alachua, Citrus, De Soto, Dixie, Gilchrist, Hardee, Hernando, Hillsborough, Lake, Levy, Manatee, Marion, Osceola, Pasco, Pinellas, Polk, Sarasota, Sumter

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage	Wage	Wage	Wage	Wage
Group 2	Opener	Opener	Opener	Opener	Opener
Group 3					
Health & Welfare					
Pension					
Training					
NTF					
I.A.F.					

**FLORIDA (Local 673 Zone 5)**

Counties of: Baker, Bradford, Brevard, Clay, Columbia, Duval, Flagler, Franklin, Gadsden, Hamilton, Jefferson, Lafayette, Leon, Liberty, Madison, Nassau, Orange, Putnam, Saint Johns, Seminole, Suwannee, Taylor, Union, Volusia, Wakulla

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage	Wage	Wage	Wage	Wage
Group 2	Opener	Opener	Opener	Opener	Opener
Group 3					
Health & Welfare					
Pension					
Training					
NTF					
I.A.F.					

**GEORGIA (Local 926 Zone 1)**

Rest of the State.

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/1</u>	<u>6/1/1</u>	<u>6/1/20</u>
Group 1	Wage	Wage	Wage	Wage	Wage
Group 2	Opener	Opener	Opener	Opener	Opener
Group 3					
Health & Welfare					
Pension					
Building Fund(DED)					
NTF					
I.A.F.					

**GEORGIA (Local 474 Zone 2)**

Counties of: Apping, Atkinson, Bacon, Ben Hill, Berrien, Blackley, Brantley, Brooks, Brayn, Bulloch, Burke, Calhoun, Camden, Candler, Charlton, Chatham, Chattahooche, Clay, Clinch, Coffee, Colquit, Columbia, Cook, Crisp, Decatur, Dodge, Dooly, Doherty, Early, Echols, Effingham, Emanuel, Evans, Glynn, Gady, Houston, Irwin, Jeff Davis, Jefferson, Jenkins, Johnson, Lanier, Laurens, Lee, Liberty, Long, Lowndes, McIntosh, Macon, Mation, Miller, Micthell, Montgomery, Pierce, Pulaski, Ouitman, Randolph, Schley, Screven, Seminole, Stewart, Sumter, Tattnall, Taylor, Telfair, Terrell, Thomas, Tift, Toombs, Treutlen, Turner, Twiggs, Ware, Washington, Wayne, Webster, Wheeler, Wilcox, Wilkinson, Worth.

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage	Wage	Wage	Wage	Wage
Group 2	Opener	Opener	Opener	Opener	Opener
Group 3					
Health & Welfare					
Pension					
Training					
NTF					
I.A.F.					

**IDAHO (Local 370, Zone 1)**

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$32.66	\$32.99	\$33.40	Wage	Wage
Group 2	\$ 31.01	\$31.30	\$31.67	Opener	Opener
Health & Welfare	6.55	6.95	7.35		
Pension	7.15	7.55	7.95		
Training	.65	.70	.70		
Union Programs(DED)	.20	.20	.20		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**IDAHO (Local 370, Zone 2)**

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$28.53	28.65	28.95	Wage	Wage
Group 2	26.88	26.96	27.12	Opener	Opener
Health & Welfare	6.55	6.95	7.35		
Pension	7.15	7.55	7.95		
Training	.55	.70	.70		
Union Programs(DED)	.20	.20	.20		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		



**ILLINOIS (Local 150, Zone 1) OWN DCA AGREEMENT**

Counties of: Boone, Bureau (east of Rt. 26), Carroll, Cook DeKalb, DuPage, Jo Daviess, Grundy, Kane, Kankakee, Kendall, Lake, Lee, LaSalle, Livingston, McHenry, Ogle, Stephenson, Putnam (east of Illinois River), Will, Whiteside, Winnebago

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$47.30			Wage	Wage
Group 2	46.75			Opener	Opener
Group 3	44.75				
Health & Welfare	14.55				
Pension	11.55				
Apprenticeship	1.30				
Vacation( Add On)	1.90				
Annuity (REF)	2.05				
RMSP	3.50				
Construction Research Fund (CRF)	.35				
NTF	.10				
I.A.F.	.05				

**ILLINOIS (Local 318, Zone 2)**

Counties of: Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Johnson, Massac, Pope, Pulaski, Saline, Union, White, Williamson

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$32.27	\$1.78	\$1.83	Wage	Wage
Group 2	30.31	\$1.71	\$1.77	Opener	Opener
Group 3	24.07	\$1.51	\$1.56		
Health & Welfare	9.10				
Pension	10.50				
Training	3.50				
Vacation (DED)	.50				
NTF	.10				
I.A.F.	.05				

**ILLINOIS (Local 520, Zone 3)**

Counties of: Bond, Calhoun, Clinton, Fayette, Greene, Jefferson, Jersey, Macoupin, Madison, Marion, Monroe, Montgomery, Perry, Randolph, Saint Clair, Washington

	<u>6/1/16</u>	<u>8/1/16</u>	<u>6/1/17</u>	<u>8/1/2017</u>	<u>6/1/18</u>	<u>6/1/20</u>
Group 1	\$27.63	\$27.13	\$28.99			
Group 2	22.36	21.86	23.55			
Group 3	21.08	20.58	22.23			
Health & Welfare	11.60	11.85	11.85			
Pension	10.60	10.85	10.85			
Apprenticeship	1.00	1.00	1.00			
Annuity	7.00	7.00	7.00			
Vacation (DED)	1.00	1.00	1.00			
Sup.Dues (DED)	3%	3%	3%			
O.V.F. (DED)	.05	.05	.05			
NTF	.10	.10	.10			
I.A.F.	.05	.05	.05			

**ILLINOIS (Local 649, Zone 4)**

Counties of: Bureau (west of Rt. 26), Fulton, Hancock, Henderson, Henry (east half), Knox, McDonough, McLean, Marshall, Mason, Peoria, Putnam, Stark, Tazewell, Warren, Woodford

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$38.07	\$39.85	\$41.69	Wage	Wage
Group 2	36.91	38.66	40.46	Opener	Opener
Group 3	34.63	36.30	38.03		
Health & Welfare	7.50	7.50	7.50		
Pension	7.00	7.00	7.00		
Apprenticeship	3.00	3.00	3.00		
Local 649 PAC	.10	.10	.10		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**ILLINOIS (Local 965, Zone 5) OWN DCA AGREEMENT**

Counties of: Adams, Brown, Cass, Christian, DeWitt, Logan, Macon, Menard, Morgan, Piatt, Pike, Sangamon, Schuyler, Scott, Shelby

**ILLINOIS (Local 841, Zone 6)**

Counties of: Champaign, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Edwards, Effingham, Ford, Iroquois, Jasper, Lawrence, Mountrie, Richland, Vermillion, Wabash, Wayne

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$35.94	\$1.74	\$1.80	Wage	Wage
Group 2	24.58	\$1.38	\$1.42	Opener	Opener
Health & Welfare	7.50				
Pension	6.70				
Annuity	3.20				
Apprenticeship	.95				
NTF	.10				
I.A.F.	.05				

**ILLINOIS (Local 150, Zone 7)****OWN DCA AGREEMENT**

Counties of: Henry (west half), Mercer, Rock Island, Whiteside (west part)

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$32.50			Wage	Wage
Group 2	29.85			Opener	Opener
Group 3	28.80				
Health & Welfare	14.55				
Pension	9.65				
REF	.60				
Apprenticeship	.90				
Vacation( Add On)	2.00				
CRF	.35				
RMSP	2.25				
NTF	.10				
I.A.F.	.05				

**INDIANA (Local 150, Zone 1)**

Counties of: Lake, LaPorte, Porter, St. Joseph

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$37.76	\$37.77	\$1.84	\$1.90	\$1.96
Group 2	36.86	36.87			
Group 3	32.05	32.06			
Health & Welfare	12.10	13.10			
Pension	5.90	6.40			
Apprenticeship	.45	.45			
Sup. Dues/ Admin Dues	3%	3%			
Vacation (Deduction)	1.40	1.40			
RMSP	.73	1.00			
REF	.00	.00			
CRF	.25	.25	.25	.25	.25
NTF	.10	.10	.10	.10	.10
I.A.F.	.05	.05	.05	.05	.05

**INDIANA (Local 181, Zone 2)**

Counties of: Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, Washington

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$25.22	\$1.15	\$1.20	Wage	Wage
Group 2	22.03			Opener	Opener
Health & Welfare	7.50				
Pension	6.50				
Training	.65				
NTF	.10				
I.A.F.	.05				

**INDIANA (Local 103, Zone 3) OWN DCA AGREEMENT**

Counties of: Admas, Allen, Benton, Blackford, Carroll, Cass, Clinton, Decatur, DeKalb, Delaware, Fayette, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby Steuben, Tippecanoe, Tipton, Union, Wabash, Wayne, Wells, White, Whitley

**INDIANA (Local 150, Zone 4)**

Counties of: Elkhart, Fulton, Jasper, Kosciusko, LaGrange, Marshall, Newton, Noble, Pulaski, Starke

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$34.22	\$37.77	\$1.84	\$1.90	\$1.96
Group 2	31.32	36.87			
Group 3	28.90	32.06			
Health & Welfare	12.10	13.10			
Pension	5.90	6.40			
Apprenticeship	.45	.45			
Vacation( Add On)	1.00	1.40 Ded	1.40 Ded		
RMSP	.75	1.00			
REF	.00	.00	.00		
CRF	.25	.25	.25		
Sup. Dues/ Admin Dues	3%	3%	3%		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**INDIANA (841, Zone 5) OWN DCA AGREEMENT**

Counties of: Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, Warren

**IOWA (Local 150, Zone 1)**

Counties of: Scott

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$32.50			Wage	Wage
Group 2	29.85			Opener	Opener
Group 3	28.80				
Health & Welfare	14.55				
Pension	9.65				
Apprenticeship	.90				
Vacation( Add On)	2.00				
RMSP	2.25				
REF	.60				
CRF	.35				
NTF	.10				
I.A.F.	.05				

**IOWA (Local 150, Zone 2)**

Counties of: Cedar, Lee, Clinton, Louisa, Des Moines, Muscatine

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$31.00			Wage	Wage
Group 2	28.80			Opener	Opener
Group 3	27.65				
Health & Welfare	14.05				
Pension	6.60				
Apprenticeship	.40				
Vacation( Add On)	1.40				
RMSP	1.00				
REF	1.00				
CRF	.35				
NTF	.10				
I.A.F.	.05				

**IOWA (Local 234, Zone 3) OWN DCA AGREEMENT**

Counties of: Rest of State

**KANSAS (Local 101, Zone 1)**

Counties of: Johnson, Leavenworth, Wyandotte

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$28.75	1.01	1.04	Wage	Wage
Health & Welfare	7.25			Opener	Opener
Pension	2.94				
Apprenticeship	.25				
Vacation(DED)	1.07				
Sup. Dues(DED)	3%				
NTF	.10				
I.A.F.	.05				

**KANSAS (Local 101, Zone 2)**

Counties of: Rest of State

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$23.98	.88	.90	Wage	Wage
Health & Welfare	7.25			Opener	Opener
Pension	2.44				
Apprenticeship	.25				
Vacation(DED)	1.07				
Sup. Dues(DED)	3%				
NTF	.10				
I.A.F.	.05				

**KENTUCKY (Local 18, Zone 1) OWN DCA AGREEMENT**

Counties of: Boone, Campbell, Kenton, Pendleton

**KENTUCKY (Local 181, Zone 2)**

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$25.22			Wage	Wage
Group 2	22.03			Opener	Opener
Health & Welfare	7.50				
Pension	6.50				
Apprenticeship	.65				
NTF	.10				
I.A.F.	.05				

**LOUISIANA (Local 406)**

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$23.35	\$24.14	\$24.95	Wage	Wage
Group 2	20.79	21.51	22.25	Opener	Opener
Group 3	19.70	20.40	21.12		
Health & Welfare	5.00	5.00	5.00		
Pension	2.50	2.50	2.50		
Apprenticeship	.30	.30	.30	.30	
Annuity	.25	.25	.25		
Vacation(DED)	1.00	1.00	1.00		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**MAINE (Local 4)**

**MARYLAND (Local 77, Zone 1)**

Counties of: Charles, Montgomery, Prince George, St. Mary's

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$28.56	\$29.54	\$30.56	Wage	Wage
Group 2	27.96	28.93	29.93	Opener	Opener
Group 3	25.95	26.86	27.80		
Health & Welfare	4.75	4.80	4.85		
Pension	2.10	2.15	2.20		
Apprenticeship	.35	.35	.35		
Adm. Dues (DED)	.64	.74	.76		
Annuity	.50	.50	.50		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**MARYLAND (Local 37, Zone 2)**

Counties of: Rest of State

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$26.37	\$1.15	\$1.18	Wage	Wage
Group 2	25.86	1.08	1.11	Opener	Opener
Group 3	25.41	1.07	1.10		
Health & Welfare	5.65				
Pension	4.50				
Vacation (DED)	1.00				
Adm. Dues (DED)	1.18				
NTF	.10				
I.A.F.	.05				

**MASSACHUSETTS (Local 98, Zone 1)**

**MASSACHUSETTS (Local 4, Zone 2)**

**MICHIGAN (Local 324) OWN DCA AGREEMENT**

**MINNESOTA (Local 49)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$28.90	\$29.79	\$30.72	Wage	Wage
Group 2	28.68	29.56	30.48	Opener	Opener
Group 3	27.93	28.79	29.96		
Health & Welfare	9.10	9.35	9.60		
Pension	6.00	6.20	6.40		
Apprenticeship	.35	.35	.35		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**MISSISSIPPI (Local 624)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$22.75	\$23.15	\$23.57	Wage	Wage
Group 2	20.27	20.61	20.97	Opener	Opener
Group 3	19.03	19.34	19.66		
Health & Welfare	6.10	6.25	6.40		
Pension	3.00	3.25	3.50		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**MISSOURI (Local 101, Zone 1)**

Counties of: Clay, Jackson, Platte, Ray

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$28.98	1.02	1.04	Wage	Wage
Health & Welfare	7.25			Opener	Opener
Pension	2.94				
Apprenticeship	.25				
Vacation(DED)	1.07				
Sup. Dues(DED)	3%				
NTF	.10				
I.A.F.	.05				

**MISSOURI (Local 513, Zone 2)**

Counties of: St. Louis and St. Louis City

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$33.43	\$1.47	\$1.51	Wage	Wage
Health & Welfare	9.26			Opener	Opener
Pension	10.60				
Annuity	4.15				
Vacation (DED)	1.60				
Sup. Dues (DED)	2.5%				
NTF	.10				
I.A.F.	.05				

**MISSOURI (Local 513, Zone 3)**

Counties of: Franklin, Jefferson, St. Charles

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$33.40	\$1.47	\$1.51	Wage	Wage
Health & Welfare	9.26			Opener	Opener
Pension	10.60				
Annuity	4.15				
Vacation (DED)	1.60				
Sup. Dues (DED)	2.5%				
NTF	.10				
I.A.F.	.05				

**MISSOURI (Local 101, Zone 4)**

Counties of: Buchanan, Cass, Clinton, Lafayette

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$27.79	\$.97	\$1.00	Wage	Wage
Health & Welfare	7.25			Opener	Opener
Pension	2.44				
Apprenticeship	.25				
Vacation(DED)	1.07				
Sup. Dues(DED)	3%				
NTF	.10				
I.A.F.	.05				



**MISSOURI (Local 101, Zone 5 & 6)**

Counties of: Andrew, Atchison, Barry, Barton, Bates, Benton, Caldwell, Camden, Carroll, Cedar, Charlton, Christian, Cooper, Dade, Dallas, Daviess, DeKalb, Douglas, Gentry, Greene, Grundy, Harrison, Henry, Hickory, Holt, Howard, Jasper, Johnson, Laclede, Lawrence, Lima, Livingston, Mercer, McDonald, Newton, Nodaway, Ozark, Pettis, Polk, St. Clair, Saline, Sullivan, Stone, Taney, Vernon, Webster, Worth, Wright,

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$27.97	\$.98	\$1.00	Wage	Wage
Health & Welfare	7.25			Opener	Opener
Pension	2.44				
Apprenticeship	.25				
Vacation(DED)	1.07				
Sup. Dues(DED)	3%				
NTF	.10				
I.A.F.	.05				

**MISSOURI (Local 513, Zone 7)**

Counties of: Adair, Audrian, Bollinger, Boone, Butler, Callaway, Cape Girardeu, Carter, Clark, Cole, Crawford, Dent, Dunkin, Gasconade, Howell, Iron, Knox, Lewis, Macon, Madison, Maries, Marion, Miller, Mississippi, Moniteau, Monroe, Montgomery, Morgan, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Francis, Ste. Genevieve, Schuyler, Scotland, Scott, Shannon, Shelby, Stoddard, Texas, Washington, Wayne

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$26.28	\$1.29	\$1.32	Wage	Wage
Health & Welfare	9.26			Opener	Opener
Pension	10.60				
Annuity	4.15				
Vacation (DED)	1.55				
Sup. Dues (DED)	2.5%				
NTF	.10				
I.A.F.	.05				

**MISSOURI (Local 513, Zone 8)**

Counties of: Lincoln, Warren

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$33.79	\$1.48	\$1.52	Wage	Wage
Health & Welfare	9.26			Opener	Opener
Pension	10.60				
Annuity	4.15				
Vacation (DED)	1.60				
Sup. Dues (DED)	2.5%				
NTF	.10				
I.A.F.	.05				

**MONTANA (Local 400)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$30.03	Wage	Wage	Wage	Wage
Group 2	28.17	Opener	Opener	Opener	Opener
Health & Welfare	6.35				
Pension	6.50				
Apprenticeship	.50				
Vacation* (Deduction)					
NTF	.10				
I.A.F.	.05				

\*Vacation is deducted from wages (net)

\*\*Zone pay in accordance with local agreement.

**NEBRASKA (Local 571)**

**Zone 1:** Counties of:

Antelope, Boone, Burt, Butler, Cass, Cedar, Clay, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Fillmore, Gage, Hamilton, Jefferson, Johnson, Knox, Lancaster, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Pierce, Platte, Polk, Richardson, Saline, Sarpy, Saunders, Seward, Stanton, Thayer, Thurston, Washington, Wayne, York

	<u>6/1/16</u>	<u>1/1/17</u>	<u>6/1/18</u>	<u>1/1/19</u>	<u>6/1/20</u>
Group 1	\$25.34	\$26.04	\$26.74	Wage	Wage
Group 2	19.64	20.34	21.04	Opener	Opener
Health & Welfare	5.50	5.50	5.50		
Pension	4.20	4.40	4.60		
Adm. Dues					
Training	.75	.75	.75		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**Zone 2:** Counties of:

Adams, Arthur, Banner, Blain, Box Butte, Boyd, Brown, Buffalo, Chase, Cherry, Cheyenne, Custer, Dawes, Dawson, Deuel, Dundy, Franklin, Frontier, Furnas, Garden, Garfield, Gosper, Grant, Greeley, Hall, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Kearney, Keith, Keya Paha, Kimball, Lincoln, Logan, Loup, McPherson, Morrill, Perkins, Phelps, Red Willow, Rock, Scotts Bluff, Sheridan, Sherman, Sioux, Thomas, Valley, Webster, Wheeler

	<u>6/1/16</u>	<u>1/1/17</u>	<u>6/1/18</u>	<u>1/1/19</u>	<u>6/1/20</u>
Group 1	\$23.35	\$24.25	\$25.15	Wage	Wage
Group 2	18.67	19.57	20.47	Opener	Opener
Health & Welfare	5.50	5.50	5.50		
Pension	4.20	4.40	4.60		
Adm. Dues					
Training	.75	.75	.75		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**NEVADA (Local 12, Zone 1)** OWN DCA AGREEMENT

**NEVADA (Local 3, Zone 2)** OWN DCA AGREEMENT

**NEW HAMPSHIRE (Local 98, Zone 1)**

**NEW HAMPSHIRE (Local 4, Zone 2)**

**NEW JERSEY (Local 825) OWN DCA AGREEMENT**

**NEW MEXICO (Local 953)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage Opener	Wage Opener	Wage Opener	Wage Opener	Wage Opener
Group 2					
Group 3					
Health & Welfare					
Pension					
Training					
NTF					
I.A.F.					

**NEW YORK (Local 14 & 15, Zone 1) OWN DCA AGREEMENT**

**NEW YORK (Local 138, Zone 2) OWN DCA AGREEMENT**

**NEW YORK (Local 17, Zone 3) OWN DCA AGREEMENT**

**NEW YORK (Local 825, Zone 4) OWN DCA AGREEMENT**

**NEW YORK (Local 137, Zone 5) OWN DCA AGREEMENT**

**NEW YORK (Local 463, Zone 6) OWN DCA AGREEMENT**

**NEW YORK (Local 158, District 158) OWN DCA AGREEMENT**

**NEW YORK (Local 158, District 545) OWN DCA AGREEMENT**

**NEW YORK (Local 158, District 832) OWN DCA AGREEMENT**

**NORTH CAROLINA (Local 465)**

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$21.07	\$21.76	\$22.47	Wage	Wage
Group 2	19.02	19.66	20.31	Opener	Opener
Group 3	16.97	17.56	18.16		
Health & Welfare	5.25	5.25	5.25		
Pension	1.00	1.00	1.00		
Training	.10	.10	.10		
Adm. Dues					
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**NORTH DAKOTA (Local 49)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$25.35	\$26.13	\$26.95	Wage	Wage
Group 2	25.15	25.92	26.73	Opener	Opener
Group 3	23.44	24.16	24.92		
Health & Welfare	9.10	9.35	9.60		
Pension	6.00	6.20	6.40		
Apprenticeship	.35	.35	.35		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**OHIO (Local 18, Zone 1) OWN DCA AGREEMENT**

**Area I: Cleveland Area**

Counties of: Ashtaula, Cuyahoga, Geauga, Lake, Lorain, Portage and Summit

**Area II:** Toledo Area

Counties of: Allen Lucas, Medina, Stark and Wood

**Area III:** Cincinnati Area

Counties of: Adams, Athens, Ashland, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Drake, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan Madison, Marion, Mercer, Miami, Meets, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Tuscarawas, Union, Van wert Vinton, Warren. Washington, Wayne, Williams, Wyandot

**OHIO (Local 66, Zone 2) OWN DCA AGREEMENT**

Columbiana, Mohoning, Trumbull

**OKLAHOMA (Local 627)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage Opener	Wage Opener	Wage Opener	Wage Opener	Wage Opener
Health & Welfare					
Pension					
Apprenticeship					
NTF					
I.A.F.					

**OREGON (Local 701)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$35.01	\$36.24	\$37.52	Wage	Wage
Group 2	34.64	35.86	37.13	Opener	Opener
Group 3	32.81	33.98	35.19		
Health & Welfare	8.35	8.35	8.35		
Pension	4.40	4.40	4.40		
Vacation* (Deduction)	1.25	1.25	1.25		
Defined Pension	2.25	2.50	2.75		
Training	.85	.90	.95		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

(\*Deduct from hourly wages after taxes)

**PENNSYLVANIA (Local 542, Zone 1)** OWN DCA AGREEMENT

**PENNSYLVANIA (Local 66, Zone 2)** OWN DCA AGREEMENT

**PENNSYLVANIA (Local 66, Zone 3)** OWN DCA AGREEMENT

**PENNSYLVANIA (Local 542, Zone 4)** OWN DCA AGREEMENT

**RHODE ISLAND (Local 57)**

**SOUTH CAROLINA (Local 470, Zone 1)**

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$21.81	\$22.54	\$23.29	Wage	Wage
Group 2	20.27	20.96	21.67	Opener	Opener
Group 3	19.25	19.91	20.59		
Health & Welfare	5.65	5.65	5.65		
Pension	1.40	1.40	1.40		
Training	.10	.10	.10		
Adm. Dues					
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**SOUTH CAROLINA (Local 465, Zone 2)**

Chesterfield, Clarendon, Darlington, Florence, Georgetown, Harry, Kershaw, Lancaster, Lee, Marlboro, Marion, Sumter, Williamsburg

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$21.07	\$21.76	\$22.47	Wage	Wage
Group 2	19.02	19.66	20.31	Opener	Opener
Group 3	16.97	17.56	18.16		
Health & Welfare	5.25	5.25	5.25		
Pension	1.00	1.00	1.00		
Training	.10	.10	.10		
Adm. Dues					
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**SOUTH DAKOTA (Local 49)**

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$25.35	\$26.13	\$26.95	Wage	Wage
Group 2	25.15	25.92	26.73	Opener	Opener
Group 3	23.44	24.16	24.92		
Health & Welfare	9.10	9.35	9.60		
Pension	6.00	6.20	6.40		
Apprenticeship	.35	.35	.35		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**TENNESSEE (Local 369, Zone 1)**

Counties of: Bedford, Benton, Carroll, Cheatham, Chester, Crockett, Davidson, Decatur, Dickson, Dyer, Fayette, Gibson, Giles, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Lincoln, McNairy, Madison, Marshall, Maury, Montgomery, Moore, Obion, Perry, Robertson, Rutherford, Shelby, Stewart, Sumner, Tipton, Wayne, Weakley, Williamson, Wilson

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$21.56	\$22.22	\$22.90	Wage	Wage
Group 2	18.98	19.57	20.18	Opener	Opener
Group 3	18.10	18.67	19.26		
Health & Welfare	5.50	5.50	5.50		
Pension	4.85	5.00	5.15		
Training	.30	.30	.30		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**TENNESSEE (Local 917 Zone 2)**

Counties of: Anderson, Bledsoe, Blount, Bradley, Campbell, Cannon, Carter, Claiborne, Clay, Cocke, Coffee, Cumberland, DeKalb, Fentress, Franklin, Grainger, Greene, Grundy, Hamblen, Hamilton, Hancock, Hawkins, Jackson, Jefferson, Johnson, Knox, Loudon, McMinn, Macon, Marion, Meigs, Monroe, Morgan, Overton, Pickett, Polk, Putnam, Rhea, Roane, Scott, Sequatchie, Sevier, Smith, Sullivan, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, White

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$22.92	\$23.69	\$24.48	Wage	Wage
Group 2	20.03	20.73	21.45	Opener	Opener
Group 3	18.65	19.31	19.99		
Health & Welfare	4.50	4.50	4.50		
Pension	3.00	3.00	3.00		
Apprenticeship	.25	.25	.25		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**TEXAS (Local 450, Zone 1)**

Counties of: Angelina, Aransas, Atascosa, Austin, Bandera, Bastrop, Bee, Bell, Bexar, Blanco, Brazoria, Brazos, Brooks, Burleson, Burnet, Caldwell, Calhoun, Cameron, Chambers, Colorado, Comal, Coryell, Dewitt, Dimmit, Duval, Edwards, Falls, Fayette, Fort Bend, Frio, Galveston, Gillespie, Goliad, Gonzales, Grimes, Guadalupe, Hardin, Harris, Hays, Hildalgo, Jackson, Jasper, Jefferson, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleberg, Lampasas, LaSalle, Lavaca, Lee, Leon, Liberty, Live Oak, Llano, McLennan, McMullen, Madison, Mason, Matagorda, Maverick, Medina, Menard, Milam, Mills, Montgomery, Newton, Nueces, Orange, Polk, Real, Refugio, Robertson, Sabine, San Augustine, San Jacinto, San Patricio, San Saba, Schleicher, Starr, Sutton, Travis, Trinity, Tyler, Uvalde, Victoria, Walker, Waller, Washington, Webb, Wharton, Willacy, Williamson, Wilson, Zapata, Zavalla

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$24.01	\$.84	\$.86	Wage	Wage
Group 2				Opener	Opener
Health & Welfare	5.25				
Pension	4.00				
Training					
NTF	.10				
I.A.F.	.05				

**TEXAS (Local 178, Zone 2)**

Counties of: Anderson, Andrews, Archer, Armstrong, Bailey, Baylor, Borden, Bosque, Bowie, Briscoe, Brown, Callahan, Camp, Carson, Cass, Castro, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingworth, Comanche, Concho, Cooke, Cottle, Crosby, Dallas, Dawson, Deaf Smith, Denton, Delta, Dickens, Donley, Eastland, Ector, Ellis, Erath, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Glasscock, Gray, Grayson, Gregg, Hale, Hall, Hamilton, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopkins, Houston, Howard, Hunt, Hutchinson, Irion, Jack, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Limestone, Lipscomb, Loving, Lubbock, Lynn, McCulloch, Marion, Martin, Midland, Mitchell, Montague, Moore, Morris, Motley, Nacogdoches, Navarro, Nolan, Ochiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Red River, Roberts, Rockwall, Runnels, Rusk, Scurry, Shackelford, Shelby, Sherman, Smith, Somervell, Stephens, Sterling, Stonewall, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Tom Green, Upshur, Van Zandt, Wheeler, Wichita, Wilbarger, Winkler, Wise, Wood, Yoakum, Young

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$23.36	\$23.70	\$24.56	Wage	Wage
Group 2				Opener	Opener
Health & Welfare	6.10	6.10	6.10		
Pension	3.50	4.00	4.00		
Training	.30	.30	.30		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**TEXAS (Local 953, Zone 3)**

Counties of: Brewster, Crane, Crockett, Culberson, El Paso, Hudspeth, Jeff Davis, Pecos, Presidio, Reagan, Reeves, Terrell, Upton, Val Verde, Ward

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage	Wage	Wage	Wage	Wage
	Opener	Opener	Opener	Opener	Opener
Group 2					
Health & Welfare					
Pension					
Training					
NTF					
I.A.F.					

**UTAH (Local 3) OWN DCA AGREEMENT**

**VERMONT (Local 98)**



**VIRGINIA (Local 77, Zone 1)**

Counties of: Arlington, Fairfax, Fauquier, King George, Loudoun, Prince William, Stafford

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$28.56	\$29.54	\$30.56	Wage	Wage
Group 2	27.96	28.93	29.93	Opener	Opener
Group 3	25.95	26.86	27.80		
Health & Welfare	4.75	4.80	4.85		
Pension	2.10	2.15	2.20		
Apprenticeship	.35	.35	.35		
Adm. Dues (DED)	.64	.74	.76		
Annuity	.50	.50	.50		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**VIRGINIA (Local 147 Zone 2)**

Counties of: Rest of State

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$25.37	\$26.03	\$26.72	Wage	Wage
Health & Welfare	5.00	5.25	5.50	Opener	Opener
Pension	2.85	2.95	3.05		
Apprenticeship	.29	.29	.29		
Adm. Dues (Deduction)	2%	2%	2%		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**WASHINGTON (Local 370, Zone 1)**

Counties of: Adams, Asotin, Benton, Columbia, Douglas\*, Ferry, Franklin, Garfield, Grant, Lincoln, Okanogan\*, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, Yakima\* (\*that part east of 120th Meridian)

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$ 33.30	\$33.88	\$34.56	Wage	Wage
Group 2	31.64	32.17	32.80	Opener	Opener
Health & Welfare	6.55	6.95	7.35		
Pension	7.15	7.55	7.95		
Apprenticeship	.65	.70	.70		
Union Programs(DED)	.20	.20	.20		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**WASHINGTON (Local 701, Zone 2)**

Counties of: Clark, Cowlitz, Klickitat, Shamaia, Wahkiakum

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$35.01	\$36.24	\$37.52	Wage	Wage
Group 2	34.64	35.86	37.13	Opener	Opener
Group 3	32.81	33.98	35.19		
Health & Welfare	8.35	8.35	8.35		
Pension	4.40	4.40	4.40		
Defined Pension	2.25	2.50	2.75		
Apprenticeship	.85	.90	.95		
Vacation* (Deduction)	1.25	1.25	1.25		
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

(\*Vacation: Deduct from hourly wages after taxes)

**WASHINGTON (Local 612, 302, Zone 3)**

Counties of: Local 612 - Lewis, Pacific, Pierce, Thurston; Local 302 - Chelan, Clallam, Douglas\*, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Mason, Okanogan\*, San Juan, Skagit, Snohomish, Whatcom, Yakima\* (\*that part west of 120th Meridian)

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$38.17	\$39.17	\$40.17	Wage	Wage
Group 2	36.15	37.09	38.03	Opener	Opener
Health & Welfare	8.65	8.65	8.99		
Pension	8.74	9.43	9.83		
Apprenticeship	.70	.70	.70		
Working Dues(DED)					
NTF	.10	.10	.10		
I.A.F.	.05	.05	.05		

**WEST VIRGINIA (Local 132)**

Statewide

**WISCONSIN (Local 139)**

**Area I:** Counties of Kenosha, Milwaukee, Ozaukee, Racine, Washington and Waukesha.

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$35.76			Wage	Wage
Group 2	35.36			Opener	Opener
Group 3	34.96				
Health & Welfare	9.40				
Pension	10.50				
Apprenticeship	1.00				
Joint Labor/Management	.10				
Work Preservation Fund					
NTF	.10				
I.A.F.	.05				

**Area II:** All other counties.

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	\$34.82			Wage	Wage
Group 2	34.43			Opener	Opener
Group 3	34.07				
Health & Welfare	9.40				
Pension	10.50				
Apprenticeship	1.00				
Joint Labor/Management	.10				
Work Preservation Fund					
NTF	.10				
I.A.F.	.05				

**Joint Labor Management Work Preservation Fund**

During the life of this Agreement there shall be a ten (\$0.10) cent per hour contribution for all hours worked under the terms of this Agreement paid to the Joint Labor Management Work Preservation Fund which is already in existence. It is agreed and understood by and between the Union and the Contractors that the hourly contribution rate will be subject to allocation by the membership on an annual basis. Checks shall be made payable to the Joint Labor Management Work Preservation Fund and sent with the Operating Engineers Health Benefit Fund Report.

**WYOMING (Local 800)**

Statewide

	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
Group 1	Wage	Wage	Wage	Wage	Wage
Group 2	Opener	Opener	Opener	Opener	Opener
Group 3					
Health & Welfare					
Pension					
Apprenticeship					
*Sup. Dues (Deduction)					
NTF					
I.A.F.					

\*Added to base wage then deduct

## APPENDIX "C"

### NATIONAL DISTRIBUTION AND UTILITIES CONSTRUCTION AND MAINTENANCE AGREEMENT

#### SUBSTANCE ABUSE POLICY

##### PREAMBLE

The **Distribution Contractors Association** and other contractors who execute an acceptance of the terms and provisions of the **National Distribution and Utilities Construction and Maintenance Agreement** and the **International Union of Operating Engineers** recognize that drug abuse by any employee could seriously endanger employees and the public and affect work performance in our very competitive industry. Therefore, the parties have agreed to adopt the following substance abuse program. This program shall apply on all job sites where work under the **National Distribution Agreement** is performed.

The parties hereby adopt this **Substance Abuse Policy** to specify the circumstances under which drug testing may be required and the procedures for conducting such testing. Such procedures shall by reference incorporate the provisions of applicable federal and/or state laws, particularly 49 C.F.R. §§40 and 199. For purposes of this Policy "prohibited drugs" means any of the following substances specified in Schedule I or II of the Controlled Substance Act, 21 U.S.C. 801.812: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

##### ARTICLE I DRUG POLICY

1. Employees or applicants for employment (hereinafter, "employees") who possess drugs on the job site, except for medication prescribed by the employee's physician or over-the-counter medication, and employees who fail to pass a required drug test administered under this policy, may be refused employment or discharged, whichever is applicable, subject to the terms below. To "fail a drug test" means that a confirmation test performed in compliance with applicable federal regulations shows positive evidence of the presence of a prohibited drug in an individual's system.

2. Except where specifically required as a condition for bidding, access, or performance of a job or contract by an owner, client, general contractor, or by federal or state law or regulation, pre-hire testing shall not be permitted. When testing pursuant to the exception provided for herein is conducted, it must be done in strict accordance with the procedures set out in Appendix A.

3. Except where specifically required as a condition for bidding, access, or performance of a job or contract by an owner, client, general contractor, or federal or state law or regulation, compulsory random drug testing, post accident testing or spontaneous physical searches shall not be permitted. When testing pursuant to the exception provided for herein is conducted, it must be done in strict accordance with the procedures set out in Appendix A.

4. Except where specifically required as a condition for bidding, access, or performance of a job or contract by an owner, client, general contractor, or by federal or state law or regulation, no other substance abuse policy shall be applied to employees covered by the **National Distribution and Utilities Construction and Maintenance Agreement**. In those limited circumstances where another policy will be applied, the Contractor will (1) provide notice of the fact at the earliest possible date to the **Union** and the **Distribution Contractors Association**; and (2) forward a copy of the policy to be applied to the **Union** and the **Distribution Contractors Association**. The **Contractor** hereby agrees that the enforcement of the terms of the third-party policy shall be subject to the grievance arbitration procedures of the **National Distribution and Utilities Construction and Maintenance Agreement**.

5. Contractors operating under this policy or a policy authorized by Paragraph 4 above will include in the policy:

- a. The name and address of the laboratory (ies) they use for analyzing specimens collected for drug testing;
- b. The name and address of their medical review officer; and

- c. The procedures they will use for notifying employees of the coverage and provisions of the plan.
6. An employee on the job site will be required to submit to a chemical test which demonstrates prohibited drug use if a reasonable, objective basis exists to believe that the employee is using a prohibited drug. A reasonable, objective basis will exist under the following circumstances:
- a. a firsthand observation is made of the employee's job performance, and documented in writing prior to any tests;
  - b. the employee's conduct or actions indicating alleged prohibited drug use shall be observed and documented in writing by two supervisors on the jobs site. For employers with 50 or fewer employees, only one trained supervisor is required to substantiate the decision to test;
  - c. a written report describing the employee's condition shall be completed, dated and signed by the observer(s), and copies made available to the employee and the Union;
  - d. third party reports that an employee is impaired in his duties due to the use of prohibited drugs shall not constitute reasonable cause, but may be cause for the observation of the employee; and
  - e. Persons refusing to submit, under the aforementioned circumstances, to a test which complies with the minimum procedural guidelines contained in Appendix A of this Agreement, shall be refused employment or discharged, whichever is applicable, subject to the terms below.
7. a. An employee who tests positive for prohibited drugs on the job site, as a result of properly administered medical tests described in this Agreement, shall be refused employment or discharged, whichever is applicable. Such an employee shall be offered an opportunity to enter a rehabilitation or counseling program at no expense to the Contractor. The Contractor will compile a list of local programs which are approved by a health care professional from which the employee may choose. To the extent the employee's insurance does not offset some or all of the cost, the cost of such a program will be borne by the employee.
- b. An employee who is terminated on the basis of positive test results and who is a first offender shall be eligible for rehire after thirty (30) days provided he satisfies the following:
    - (1) The employee passes a drug test administered under this policy; and
    - (2) The Medical Review Officer has determined that the employee may return to duty.
  - c. An employee who returns to duty under this section shall be subject to a reasonable program of follow-up drug testing without prior notice after his or her return to duty.
  - d. An employee who returns to employment covered by the **National Distribution and Utilities Construction Agreement and Maintenance Agreement** pursuant to the provisions of this Agreement and tests positive for a second time shall be barred from employment for a period of ninety (90) days.
  - e. An employee who returns to employment pursuant to the provisions of this Agreement and tests positive for a third time shall be barred from employment until both completing a rehabilitation program and six (6) months have elapsed.
  - f. An employee who complies with the provisions of this agreement shall not be refused work based on the fact that he has, in the past, tested positive.
8. "Tests" as referred to in this agreement, must follow the minimum procedural guidelines contained in Appendix A.
9. The affected employee shall be advised of positive results by the Contractor's medical personnel and have the opportunity for explanation and discussion prior to the reporting of results to the Contractor, if feasible. The mechanism for accomplishing this shall be as follows:
- a. The Contractor shall designate a person to receive, report and file, testing information transmitted by the clinic or laboratory. The Union will be notified as to the person designated by the Contractor for this purpose. This person shall be the Medical Review Officer (MRO). Such MRO must be a licensed physician with knowledge of drug abuse disorders whose duties will conform to the federal rules and policy stated herein.
  - b.
    - (1) the laboratory or clinic shall report test results only to the Contractor's MRO.
    - (2) No reports shall be made by telephone.
    - (3) The MRO laboratory or clinic shall ensure the confidential security of the data transmission and limit access to any transmission, storage and retrieval system to those persons agreed to by the Contractor, Employee and Union.

- (4) Neither the Contractor nor any of its personnel, the MRO, nor any Union official shall disclose test results to any other person, except as provided in 49 CFR 199.21 and 199.23 for compliance monitoring purposes, unless the employee files a grievance concerning discipline and/or disclosure to others is necessary in order to process the grievance, to present the grievance to other Union members, in connection with a Union decision concerning whether to arbitrate the grievance, or to present the grievance to an arbitrator.
- (5) Upon written authorization by the employee, the Contractor shall send copies of all documents relating to the drug test to the Union.

10. The affected employee shall have the right to have his/her sample retested by an independent federally certified laboratory. Where the employee believes that the positive test result is not due to illegal drugs but to exposure to a work place substance, or that accuracy of the test result was confounded by a work place substance, he/she shall also have the right, at his expense, to have an independent federally certified laboratory evaluation of the specimen by mass spectrometry or other state-of-the-art technology. If the retest results on evaluation indicate that the positive test result was due to a work place substance rather than illegal drugs, that a work place substance confounded the accuracy of the test, or that the specimen does not contain levels of substance in violation of this Agreement; then (a) the employee shall be put back to work immediately with full back pay and benefits, (b) the Contractor shall immediately notify OSHA or the appropriate state agency concerning such exposure, (c) the Contractor shall take immediate steps to insure that workers on the site are not exposed to such substances at levels that may produce or cause such positive test results, or that may cause material impairment of health or functional capacity, and (d) the Contractor shall reimburse the employee for the costs of the independent tests.

11. The use of prescription drugs authorized by a physician or over-the-counter drugs shall not be just cause for termination. The issue of whether an over-the-counter or prescription drug impairs and employee's ability to perform his work shall be determined by the employee's physician, and the Contractor, Employee and Union will abide by the decision of that physician. Before submitting to any drug test, an employee will be given the opportunity to disclose the use of such drugs.

12. On those jobs where the Department of Transportation Regulations are determined to apply, the Contractor and Union agree to comply with the requirements of those regulations.

13. The same "reasonable, objective basis" requirements in paragraph 6 shall apply in connection with any searches for drugs.

14. The rules and requirements contained in this Agreement shall apply to management and supervisory personnel to the same extent as other employees.

15. The Contractor, all of its medical personnel, supervisors and other personnel, shall adhere to all applicable federal and state laws or regulations.

16. No employee shall be required to sign any waiver limiting liability of Employer, owner/client, testing lab, or any person involved in the chain of custody of the specimen nor any consent abrogating any provision of this Agreement.

17. The Union is not responsible for ascertaining or monitoring the drug-free status of any employee or applicant for employment.

18. In those circumstances where an employee is required under this Agreement to submit to a drug test, he may be required to execute a Drug Testing Consent Form prior to administration of the test. A copy of the Drug Testing Consent Form is attached hereto as Appendix B.

19. Any dispute regarding the interpretation or implementation of any provision of this Agreement may be submitted by the affected employee or the Union or the Contractor, to the grievance procedure established in the collective bargaining agreement between the parties.

## **ARTICLE II**

### **OTHER TESTING, SEARCHES AND INVESTIGATIONS**

1. Psychological testing of employees shall not be conducted except to the extent required by federal law. Other investigations of employees shall not be conducted except to the extent required by federal or state law or regulation or by the owner, client or general contractor as a precondition for bidding or access to a job or performance of a contract.

### ARTICLE III

#### RECORD KEEPING

1. Each Contractor shall keep the following records for the periods specified and permit access to the records as provided by paragraph 2 of this section:

- a. records that demonstrate the collection process conforms to Appendix A must be kept for at least 3 years;
- b. records of employee drug test results that show employees failed a drug test, and the type of test failed (e.g., post-accident), and records that demonstrate rehabilitation, if any, must be kept for at least 5 years, and include the following information:
  - (1) the functions performed by the employees who failed a drug test;
  - (2) the prohibited drugs which were used by employees who failed a drug test;
  - (3) the disposition of employees who failed a drug test (e.g., termination, rehabilitation, leave without pay);
  - (4) the age of each employee who failed a drug test;
- c. records of employee drug test results that show employees passed a drug test must be kept for at least 1 year;
- d. a record of the number of employees tested, by type of test (e.g, post-accident), must be kept for at least 5 years; and
- e. records confirming that supervisors and employees have been trained as required by this part must be kept for at least 3 years.

2. Information regarding an individual's drug testing results or rehabilitation may be released only upon the written consent of the individual, except that such information must be released regardless of consent to the Department of Transportation or the representative of a state agency upon request as part of an accident investigation. This information cannot be used for personnel matters except as provided for in this Agreement, and in any event shall be kept in a file separate from the employee's regular personnel file. Statistical data related to drug testing and rehabilitation that is not name-specific and training records must be made available to the Department of Transportation or the representative of a state agency upon request.

3. Nothing contained in this section is to restrict an employee's, applicant's or contractor's right to any records collected under this policy for the purpose of grievance proceedings initiated under the **National Distribution and Utilities Construction Agreement and Maintenance Agreement** over any matter dealing with this **Substance Abuse Policy**.

### ARTICLE IV

#### VOLUNTARY TESTING/EDUCATION

1. Employees who are covered and eligible for coverage of the costs of drug abuse/addiction treatment, in accordance with a Health and Welfare Plan of Benefits may volunteer (prior to being required by the Contractor to submit to testing) for testing and avail themselves of the treatment available under the Plan of Benefits. Such employee is not guaranteed continued employment or any right to be rehired.

2. The Contractor will provide an education and training program for its employees and supervisory personnel who will determine whether an employee must be drug tested based on reasonable cause. The education program will include the following:

- a. display and distribution of informational material;
- b. display and distribution of a community service hot-line telephone number for employee assistance; and

- c. display and distribution of the Contractor's policy regarding the use of prohibited drugs.

Training for supervisory personnel who will determine whether an employee must be drug tested based on reasonable cause will include at least one 60-minute period of training of the specific, contemporaneous physical, behavioral, and performance indicators of probable drug use.

## ARTICLE V

### RESPONSIBILITY OF TRAINED SUPERVISORS

1. In the event any supervisor or other individual on three (3) consecutive occasions reports that he has reasonable cause to have an employee tested for substance abuse as provided for in Article I and the test proves negative, that supervisor or other reporting individual shall be relieved of any responsibility or authority for determining reasonable cause for having an employee tested and shall be barred from the jobsite for three (3) days.

## ARTICLE VI

### DURATION

1. This **Substance Abuse Policy** shall remain in effect for a period of time to coincide with the **National Distribution and Utilities Construction and Maintenance Agreement** executed on June 1, 2016. The parties agree that either party may move annually to reopen the **Substance Abuse Policy** only, for purposes of modification by mutual agreement by giving notice sixty (60) days prior to the anniversary date of the execution of the **National Distribution and Utilities Construction and Maintenance Agreement**.



**IN WITNESS WHEREOF**, the parties hereto have executed this **Substance Abuse Policy** as a **Supplement** to the **National Distribution and Utilities Construction and Maintenance Agreement**.


**INTERNATIONAL UNION OF OPERATING ENGINEERS:**



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James T. Callahan  
GENERAL PRESIDENT

**DISTRIBUTION CONTRACTORS ASSOCIATION**



---

David A. Nelson  
LABOR CHAIRMAN



---

Robert G. Darden  
EXECUTIVE VICE PRESIDENT



**Distribution & Utilities Job Notification**

**INTERNATIONAL UNION OF OPERATING ENGINEERS:**

International Union of Operating Engineers  
 IUOE Construction Department  
 1125 17<sup>th</sup> Street, N.W.  
 Washington, D.C. 20036  
 Phone & Fax : (202) 778-2684



**GENTLEMEN:**

We have been awarded a contract by: \_\_\_\_\_

for the following work: (list type of work, size of pipe, miles, counties and states)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Headquarters: \_\_\_\_\_ Superintendent: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Street City State Zip Code

( ) ( )

Date Telephone Fax

**NOTE: WRITTEN NOTIFICATION REQUIRED ON ALL JOBS**