

AGREEMENT BY AND BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 841

AND

INDIANA DISTRIBUTION PIPELINE COMPANIES

April 1, 2023 through March 31, 2026

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Undersigned Pipeline Companies, Party of the First Part, hereinafter referred to as "Employer" and Local Union No. 841 of the International Union of Operating Engineers, Party of the Second Part, hereinafter referred to as the "Union."

WITNESSETH:

THAT, WHEREAS, it is believed to be of mutual advantage that a workable agreement shall exist between and among the Employers and the Union in employment of Operating Engineers, in all classes of work covered by this Agreement engaged in by the Employers in the State of Indiana; and

WHEREAS, the constitutional right of the Employers to hire labor and the constitutional right of the workmen and employees to labor for such compensation as may be agreed upon are mutually understood and respected by the Parties hereto; and

WHEREAS, unreasonable demands by organized labor and unreasonable requirements by employers of labor are believed to be of equal hardship to and upon the welfare of the people and upon the communities wherein the employers and employees reside, and the Operating Engineers should be paid and should be willing to work on a scale and basis commensurate with their skill and knowledge of their trade and in keeping with the wages and the standard of living in the communities wherein their work is performed.

IT IS THEREFORE UNDERSTOOD AND AGREED, by and between the Parties hereto, as follows:

ARTICLE 1- COVERAGE

Section A:

This Agreement shall apply to and cover all distribution pipeline construction, coming within the jurisdictions of the Union contracted for or performed by Employer within the Counties of Indiana which are in the jurisdiction of Local 841. Distribution pipeline coming under this Agreement is defined as follows:

The construction, installations, treating, repair and/or reconditioning of distribution pipelines, transporting natural gas, liquid gas or vapors, oil, water in conjunction with total energy plants, including portions of such pipelines within private property boundaries or public streets, from the first metering station or connection to the consumer, so long as it is not in conflict with the definitions and coverage of the Mainline Pipeline Agreement.

Section B:

By mutual agreement between the Parties, all work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement: Provided, however, that any special work or equipment sub-contracted shall not come under this Agreement unless Labor is furnished by Employer. The temporary use of rented, fully operated equipment, or subcontract work shall in no way be used to circumvent the intent and provisions of this Agreement.

Section C:

During the life of this Agreement the Employer recognizes the Union as the sole and exclusive bargaining representative in the matter of rates of pay, hours of work and other conditions of employment as set out in this Agreement for all of its employees doing work properly classed as Operating Engineers' Work.

Section D:

Employees covered: This Agreement shall have effect on and cover the operators of power-driven equipment employed by the Party of the First Part on the above mentioned classes of work, and for the classifications of equipment as listed in Article 12 hereof, and all classifications of equipment not specified in Article 12 hereof, which may have been heretofore or hereafter awarded to the Operating Engineers by the American Federation of Labor, or any such equipment concerning which coverage is agreed upon in writing by the Employer and the Union, shall be considered covered.

Section E:

All repair work on all machines listed herein shall be done by employees covered by this Agreement, who are classified as operators or mechanics, or under their direct supervision. The Employer may, at any time, engage the services of a reputable equipment dealer to perform any necessary repairs.

Section F:

In order to preserve work for the members of the International Union of Operating Engineers, Local 841, and make the Contractors who are a party to this Agreement more competitive in certain areas within the territorial jurisdiction of Local 841, the parties may mutually agree to put into effect special wages and/or conditions for specific areas or projects covered by this Agreement. These special conditions shall be negotiated on a job by job basis prior to the commencement of the project involved.

ARTICLE 2 - NO STOPPAGE OF WORK

Section A:

This Article 2 shall be of no force or effect and there is excluded from the provisions of this Article 2 all differences of opinion, all disputes and all grievances arising out of the provisions relating to Employer payment or non-payment to Health and Welfare, Qualified Savings Plan and Pension, and all differences of opinion, disputes and grievances arising out of the payment by any Employer to any employee by a bad check.

All other differences of opinion, disputes and grievances are subject to this Article 2 and shall be handled and processed as follows:

(a) Subject to the exclusions last above set out, there shall be no stoppage of work on account of any difference of opinion or dispute which may arise between Employer and the Union and/or between an Employer and Union. With respect to such exclusions, if there is a stoppage of work, it shall not be a violation of this Agreement and the Employees stopping work shall not cease to be employees, but shall be entitled to no compensation so long as such stoppage shall continue.

(b) There shall be no stoppage of work on account of any difference of opinion or dispute as to the proper interpretation and/or application of this Agreement. Any dispute shall be handled in the first instance by a representative of the Union and a representative of the Employer, and if they fail to reach a settlement within five (5) work days, it shall be referred to a Board of Arbitration composed of two (2) persons appointed by the Employer, and two (2) persons appointed by the Union. If unable to reach a majority decision promptly, the four (4) so appointed shall select a fifth member. In the event the four (4) so appointed arbitrators are unable to within two (2) work days to agree upon the fifth arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) from which the fifth member shall be selected. A majority decision of the Board of Arbitration shall be final and binding upon both Parties.

The Board of Arbitration shall have jurisdiction over all questions involving the interpretation and application of any section of this Agreement. It shall not, however, be empowered to enter negotiations for a new Agreement, changes in the wage scale or jurisdictional disputes.

It shall not be a violation of this Agreement for the Union to take strike or any legal action against an employer who fails or refuses to pay wages due employees, or is delinquent in the payment of contributions required hereunder, provided, that prior to taking any such action, the Union gives at least three (3) days prior notice to the Employer.

(c) The Parties hereto agree that in the event of a jurisdictional dispute with any other union or unions, the dispute shall be submitted to the National Joint Board for settlement of Jurisdictional Disputes for settlement in accord with the plan adopted by the Building Trades Department of the AFL-CIO. The Parties hereto further agree that they will be bound by any decision or award of the Joint Board. There shall be no stoppage of work or slowdown arising out of any such dispute.

ARTICLE 3 - EMPLOYER RIGHTS

The number of operators to be employed is at the sole discretion of the Employer but in accordance with the terms of this Agreement. The fact that certain classifications and rates are established does not mean the Employer must employ operators for any one or all such classifications, or to man any particular piece of equipment that happens to be on the job unless, in the opinion of the Employer, there is a need for such workmen or equipment.

ARTICLE 4 - WORKING HOURS AND OVERTIME

(a) Employees shall be paid one and one-half (1½) times the regular rate for all hours in excess of eight (8) hours per day or forty (40) hours in any six-day week.

(b) Employees shall report every day unless otherwise notified and shall receive two (2) hours' time for reporting. If an operator starts work, he or she shall be paid for four (4) hours and if the operator works over four (4) hours, he or she shall be paid for a full days' work, which is eight hours.

(c) Employees shall remain on the job for the pay period he or she is entitled to. If the Operator leaves the job of his or her own accord, the operator shall be paid only for the hours actually worked. However, if he or she is sent home by the Employer or his representative, he or she shall be paid in accordance with the preceding paragraph.

(d) If an operator reports for work, is sent home, and called back the same day, he or she shall be paid for eight (8) hours at the appropriate rate.

(e) All overtime shall be paid by the hour and half hour. Any fractional part of a half hour shall be a half hour.

(f) The following holidays, together with Sundays, shall be considered as legal holidays and double time shall be paid for all work performed on these days: Labor Day, New Years' Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day. There shall be no work of any kind performed on Labor Day except to save life or property. Should one of the herein mentioned holidays fall on Sunday, the following Monday shall be observed as the holiday.

(g) It is mutually agreed and understood that the following work performed on Sunday shall be paid for at the rate of one and one-half times the regular rate of pay:

1. Transporting equipment, tools, or materials from warehouse or storage yard.
2. Delivery of raw materials.
3. In case of emergency, to save life or property.
4. Repair of equipment.
5. Work ordered by Local or Federal governments or agencies.

ARTICLE 5 - COMFORT, CONVENIENCE & SAFETY

The Employer shall furnish to the employees fresh iced water and individual drinking cups at the job site, sanitary facilities and provide an adequate amount of water to keep the dust down.

The Employer shall provide suitable shelter to protect the employees from falling materials and inclement weather, such as hard hats, winter fans, heat housers, umbrellas, etc.

Any Safety Rule and/or Regulation set forth shall be adhered to by the employees. A violation of same shall be cause for immediate dismissal.

ARTICLE 6 - INJURIES AND FIRST AID

The Employer shall maintain adequate first aid kits on all jobs where employees covered by this Agreement are employed.

Injuries of any nature whatsoever shall be reported by employees to their supervisors and all employees injured while at work will cooperate with their supervisors in making out reports as soon as possible after medical attention is given.

In case of injury sustained by an employee in the course of employment and requiring immediate medical attention, the Employer shall provide necessary transportation to the physician's office, clinic or hospital, and to the employee's home if necessary. If the employee returns to work on the same day, he or she shall suffer no loss of time, and if sent home or to the hospital, he or she shall be paid for all the balance of the day's work period in which the injury was sustained. In no case shall such employee suffer loss of time when required to leave his job for treatment of three (3) hours or less for further treatment of such injury.

In case of injury sustained by employee in the course of employment, the Employer shall furnish to the Business Manager of the Union a copy of the report which is filed with the insurance carrier.

ARTICLE 7 - WORKING RULES

Starting time and quitting time shall be at the job site.

There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tool, or labor-saving devices. At the discretion of the Employer, employees may be changed from one classification to another within the jurisdiction of the Union. For purposes of efficient operation and to provide full time employment for Operating Engineers, Employer may change employees to more than one machine during the day.

On small repair crews, an Operating Engineer may be the foreman along with his other duties.

ARTICLE 8 - PAYMENT OF WAGES

The Employer shall:

(a) Observe and comply with all trade practices which shall be adopted from time to time concerning hours of work, overtime stipulation and rates of pay, etc. as may hereafter be mutually agreed upon.

(b) Carry Workmen's Compensation Insurance with a Company authorized to do business under

the applicable States Laws and Regulations, and shall in addition, pay the tax necessary to secure for all such employees the benefits of the Indiana Unemployment Act irrespective of the number of employees employed.

(c) The Employer shall pay all employees covered by this Agreement weekly and the payment shall be in full for the payroll period. Payment shall be made to the employees on or before quitting time each payday. Payment shall be made within six (6) days of the payroll period, but not later than Friday and shall be in cash or by check as mutually agreed upon.

(d) Employees who are discharged for any reason or laid off for an indefinite period shall be paid in full for all wages due at the time of discharge or layoff.

ARTICLE 9 - HIRING

Section A:

When the Employer performs work covered by this Agreement, in the area covered by this Agreement, the following shall apply:

The Employer will obtain all employees used in the performance of such work through the referral offices of the Union in accordance with the non-discriminatory provisions governing the operating of the Union's referral offices set out in the Referral Procedure.

Section B:

(a) All employees covered by this Agreement shall be required as a condition of employment, to apply for and to become members of and to maintain membership in the Union within eight (8) days following the beginning of their employment or the effective date of this clause, whichever is the later. This clause shall be enforceable to the extent permitted by law.

(b) Any employee discharged under the provisions of sub-section (a) of this Section B, of Article 9, while actively employed shall, before registering in a referral office for dispatch under this Agreement, tender to the Union the full initiation or reinstatement fee and current quarterly dues and the Union shall issue receipt therefore. Upon presentation of such receipt to the referral office as evidence of such tender, the employee shall be permitted to register as if he had never been discharged for such non-payment.

(c) The Union recognizes its obligation and therefore assumes full responsibility to every employee discharged under the provisions of the two paragraphs last above set out as a result of a written request from the Union to the Employer of the employees.

ARTICLE 10 - HEALTH & WELFARE

It is mutually agreed by the Parties to this Agreement that the Party of the First Part covered herein shall become and/or continue to be a Party of the Health and Welfare Fund established by the International Union of Operating Engineers, Local Union No. 841. The contribution by the Party of the First Part shall be paid on each hour worked by employees of the Party of the First Part, provided such Health and Welfare Plan meets all the requirements of the State and Federal Laws and Regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

ARTICLE 11 - PENSION FUND

It is mutually agreed by the Parties to this Agreement that the Party of the First Part covered herein shall become and/or continue to be a Party of the Central Pension Fund established by the International Union of Operating Engineers, Local Union No. 841. The contribution by the Party of the First Part shall be paid on each hour worked by employees of the Party of the First Part, provided such Central Pension Fund meets all

the requirements of the State and Federal Laws and Regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

I.U.O.E. LOCAL 841
QUALIFIED SAVINGS PLAN TRUST

The Employer hereby agrees to accept and be bound by the terms and conditions of the International Union of Operating Engineers Local No. 841 Qualified Savings Plan Trust Agreement, including any amendments or changes thereto, together with such Plan Rules and Regulations that may be established from time to time, provided said Trust Agreement and Plan Rules and Regulations are established and maintained in accordance with applicable State and Federal Laws and Regulations and that such Plan or Fund receive and maintain a tax qualified status with the Internal Revenue Service. The Employer further agrees to accept as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer further agrees to pay contributions into said Plan or Fund in such amounts as set forth in Article 14 of this Agreement.

It is mutually agreed by the Parties to this Agreement that the I.U.O.E. Local 841 Qualified Savings Plan Trust shall be established and maintained as a defined contribution plan rather than as a defined benefit plan, as defined under the terms of ERISA. Accordingly, contributing Employers shall have no liability to said Plan or Fund beyond the obligation to make such contribution payments as set forth in Article 14 of this Agreement and the Agreement and Declaration of Trust of the I.U.O.E. Local 841 Qualified Savings Plan Trust, as amended from time to time.

ARTICLE 13 - WORKING DUES ASSESSMENT

Upon written receipt of an Employee's voluntary written authorization which shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, whichever occurs sooner, the Employer shall check off and deduct from wages each payroll period three percent (3%) of the employee's straight time hourly rate, for all hours worked, as working dues as part of membership obligation to Local Union No. 841. Said deduction shall be made from earned pay on each regularly scheduled pay day and shall be remitted to Local Union No. 841 together with all necessary health and welfare, pension, and annuity contributions, but by separate check and with report of hours.

Authorization shall be automatically renewed and shall be irrevocable for successive period of one (1) year, unless proper notice of revocation is given, which notice must be in writing given to the Employer and the Local Union not more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period of one (1) year, or each successive collective bargaining agreement between the Employer and the Local Union, whichever occurs sooner. In case no such notice is given, the authorization shall continue in effect from year to year until such notice is given.

ARTICLE 14 - FRJNGE BENEFIT FUNDS

In the event the Board of Trustees determines the necessity of an increased employee contribution and in the event said Board notifies its appropriate Local Union and the Employer of such determination and the effective date, said contribution shall be increased in the amount determined by the Board of Trustees. This increase in contributions to be deducted from wage increase due at said time.

ARTICLE 15- WAGE RATES AND CLASSIFICATIONS

EFFECTIVE April 1, 2023

(\$5.50 Year One increase)

Group 1 Wages:	(current)	\$33.60
Group 2 Wages:		30.84
Health & Welfare:*		10.10
Health Reimbursement Acct:*		0.70
Central Pension Fund:		4.40
Qualified Savings Plan:		4.10

*Actual effective date of Health & Welfare Contributory amount is April 1.

<u>Increases:</u>	<u>Year Two</u>	<u>Year Three</u>
	\$2.35	\$2.35

Increases shall be applied first to Health & Welfare. The remainder to be allocated between wages and pension as agreed upon by the employees.

CLASSIFICATIONS

GROUP I: Sideboom, Dozer, Rubber Tired Backhoe, Excavator, End Loader (rubber tired or crawler), Auger Backfiller, Trenching Machine (35 h.p. and up), Motor Grader, Hydra Hammer, Crane, Class I Mechanic, Directional Boring Machine, Hydraulic Boom Truck.

GROUP U: Oiler, All Pumps, All Air Compressors, Winch Truck, All Walking Equipment, Class II Mechanic, Apprentices, Trencher (under 35 h.p.).

Trenchers cutting over 24" trench and Truck Mounted or Crawler Cranes shall require an oiler.

ARTICLE 16 - NON-DISCRIMINATION

Neither the Employer nor the Union will discriminate against an employee or applicant because of membership or non-membership in a Union, or any particular Local of a Union, or because of race, color, creed or sex, nor will the Union or Employer cause or attempt to cause the other to do so.

ARTICLE 17 - DRUG TESTING

Drug Testing shall be mandated as required by the Department of Transportation.

ARTICLE 18 - ACCESS TO JOB

Authorized representatives of the Local and International Unions shall have access to jobs where employees covered by this Agreement are employed to consult with the superintendent, steward or employees, providing the representatives comply with Employers and/or owners safety rules and regulations.

ARTICLE 19 - GENERAL SAVINGS CLAUSE

It is not the intent of any Party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the Parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The Parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, the Parties will then promptly enter into lawful negotiations concerning the substance thereof.

ARTICLE 20 - DURATION AND TERMINATION

The provisions of this Agreement shall be in full force and effect from April 1, 2023 through March 31, 2026. If any Party to this Agreement desires to change this Agreement or to terminate this Agreement, they shall notify the other Party in writing by registered mail of such desire on or before February 1, 2026. If such written notice is not properly given, this Agreement shall continue in full force and effect year to year thereafter until such notice is given.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved, ratified and signed by the duly authorized Officers of the Parties hereto.

SIGNED by and between:

UNION:

International Union of Operating Engineers

Tom Ridge Tom Ridge 4-25-23
Printed Name Signed Date

EMPLOYERS:

Miller Pipeline Corporation

Josh Balou Josh Balou 4-24-23
Printed Name Signed Date

Snedegar Construction, Inc.

CHAD DICK Chad Dick 4-25-23
Printed Name Signed Date

The Hydaker-Wheatlake Company

Evan J. Hamilton EJH 5/1/2023
Printed Name Signed Date