

National Pipeline Agreement Extension
August 10, 2020

During the month of May, 2020, the respective Negotiating Committees for the Laborers International Union of North America (LIUNA) and the Pipeline Contractors Association (PLCA) reached an agreement for an extension of our current National Pipeline Agreement with certain changes. The following changes to the terms and conditions shall become effective on June 1, 2020:

1. Article IX - Working Rules (G) (new)

Pay and fringe benefits for hourly employees will be calculated in increments of 30 minutes, rounded up. All reporting time pay requirements set out in Article XIV herein shall remain unchanged. Past practice of requiring pay and fringe benefits to be calculated and paid in one (1) hour increments is eliminated.

2. Article XXVII

Steering Committee (new) LIUNA and the PLCA agree to develop a Steering Committee to address industry-related issues that arise during the term of the Agreement.

3. Article IV - Management Rights, Background Checks (new)

(D) Background Checks: Employers shall have the right to conduct background checks of Employees' criminal conviction records when required by the client or state or federal law. Employers shall notify the Union at or prior to the pre-job conference of any client or legal background check requirements, including an explanation of what convictions are considered disqualifying for employment, and provide a copy of the applicable client policy and / or the applicable state and/or federal law. When the client requires a background check, the Employer shall make reasonable efforts to obtain an explanation of what convictions are considered disqualifying for employment on the job and provide this information. If such information is not available from the client, the Employer will so inform the Union at the pre-job conference and the parties will discuss how background check results will be handled. Failure to pass a required criminal conviction background check shall be considered just cause for discharge (if the Employee has begun to perform Covered Work) or refusal to hire (if the offer of employment was contingent on passing the background check).

Employers shall also have the right to conduct driving record checks, irrespective of whether such checks are required by the client or state or federal law, for the purpose of evaluating whether to remove an Employee's driving duties. Employers may adopt driver safety/performance policies, including but not limited to, policies that grade or evaluate driver records and performance, and such policies may be the basis to remove an Employee's driving duties. A copy of the Employer's adopted driver safety / performance policies will be provided to the Union at or before the pre-job conference. The foregoing driving record checks and policies shall be applied in an even-handed manner to all Employees with driving duties and the removal of an Employee's driving duties pursuant to such checks and policies shall not be considered just cause for discharge or refusal to hire unless driving is to be one the Employee's primary job duties.

No background check described above shall be conducted unless the Employee executes an authorization form allowing such background check. The authorization forms furnished to the Employees by the Employer shall comply with all applicable federal, state, and local laws, including, but not limited to the Fair Credit Reporting Act (FCRA), and such authorization form shall not require any Employee to waive rights available to him or her under FCRA or other applicable law. Refusal of an employee to sign an authorization form that complies with the foregoing requirements may be considered just cause for discharge or refusal to hire (as applicable).

It is agreed by the parties to this Agreement that except for the background checks specifically authorized above, no other background checks of any kind whatsoever shall be performed on any Employee absent mutual agreement of the parties.

4. Article III - Notification of Pre-Job Conference and Enforcement (E) (new)

(E) Disputes at the pre-job conference may be immediately elevated by either party for resolution to the PLCA and the International Union. Pending resolution of such disputes, the Union may not delay naming of Steward. Pre-job conferences will be conducted via teleconference, videoconference, or email unless either the Employer or the Union determines that an in-person meeting is necessary.

5. Article XIII - Overtime and Holiday Pay (C) [move Art. X (G)]

(C) All holidays shall be observed on the day in which they fall. If the holiday occurs on a non-scheduled work day, no pay shall be required. For example, on a project with a prejobbed schedule of six days per week (Mon-Sat), if the holiday falls on a Sunday no pay shall be required if no work is performed on that Sunday. If work is performed on that Sunday, it shall be paid at double the straight time hourly rate. If work is performed on that Monday, it shall be paid at the regular rate for that day. On a project with a prejobbed schedule of five days per week (Mon-Fri), if the holiday falls on a Saturday no pay shall be required if no work is performed on that Saturday. If work is performed on that Saturday it shall be paid at double time the straight time hourly rate. If work is performed on that Friday, it shall be paid at the regular rate for that day.

6. Article IX - Working Rules (F)

(F) Boot Pay, Safety Glasses - Employer shall pay a weekly stipend of \$10 for any week in which the Employee reports for work to cover cost and maintenance of steel-toed boots and prescription safety glasses, regardless of the amount of days worked in the pay period. When the Employer notifies the Union or Local Union of this requirement at the pre-job conference, Employees must come to the project with the required steel-toed boots and/or prescription safety glasses.

7. Article VI - Key Employees / Hiring Procedure (D-2-c) (new)

c. Do Not Dispatch - Employers may submit "Do Not Dispatch" requests to the appropriate local union ("Local Union") regarding any Employee previously terminated by the Employer for just cause. Such requests must be submitted in writing to the Local Union within 30 calendar days of the date of termination and must be signed by the Superintendent and an

officer of the Company. Such requests must be based on just cause and will be honored for a period of 1 year from the date it is received by the Local Union. If the request is based on egregious conduct including but not limited to initiation of workplace violence, harassment, discrimination, theft, brandishing firearms, etc. the 'Do Not Dispatch' request will be honored by the Union for a minimum of two (2) years. The Employer and the Local Union may agree to extend the "Do Not Dispatch" period beyond two (2) years.

An Employer may also request that the Local Union agree to apply a 1-year Do Not Dispatch for other reasonable circumstances.

Any limitation on referral will apply only to referrals to the Employer making the “Do Not Dispatch” request.

If the Employer and the Local Union do not agree on the disposition of a request, it will be subject to the grievance and arbitration procedure set forth in the NPLA.

8. Article VII - Stewards

(A) The Union may select one of its members who shall be recognized as job steward. The Union will attempt to notify the Employer of its steward selection before the pre-job. If the steward selected by the Union is objected to by Employer for just cause, the Union shall select another steward. The steward shall perform his duties the same as any other worker and shall not be discharged for union activities. The steward shall be allowed a reasonable time during the working hours to perform the work of the Union but shall not abuse this privilege. A steward may not be discharged without twenty-four (24) hours' notice to the Union. In the event that a Steward is terminated for egregious misconduct, he / she shall be paid only for the day of termination and shall not receive any pay or other compensation based on a failure to provide 24 hours' notice. The steward shall not be laid off for any reason other than just cause. The steward shall cooperate with the Employer in the communication of all owner, state and federal health and safety regulations applicable to the work covered by this Agreement.

(B) The employer shall provide the Steward with a detailed payroll report including, at a minimum, hours paid and base hourly rates for all LIUNA members working on the project for each payroll period on or before the scheduled payday for the pay period in question.

9. Article III - Notification of Prejob Conference and Enforcement (C) (new, existing sections relettered)

(C) When the Covered Work on a project will occur in multiple states /zones as set out in Appendix A, the parties agree that to ensure continuity of the workforce, blended wage and benefit rates are preferred. When blended rates will be used, the following guidelines apply: (1) for a lineal mainline pipeline project: prorated mileage, (2) for non-lineal projects: prorated projected man-hours, or (3) some other reasonable formula reflecting a fair pro-rata of the work. The Employer will provide its blended rates and underlying formula to the Union at the pre-job conference for discussion and mutual agreement by the parties. When pro-rated blended wage and benefit contribution rates are not agreed to at the pre-job conference, the Employer will pay wage and benefit contribution rates based on where the work is performed.

10. Article I - Coverage (I)

- (1) This Agreement shall supersede all other agreements between the Employer and any local of the Union for any work covered herein and described above without exception and the terms and conditions of the NPLA are fully binding on all local union affiliates of LIUNA and such affiliates may not seek to modify or alter any of the terms and conditions set out herein.
- (2) Interpretations of the Agreement. Interpretations of this Agreement set out in Attachment 4 have been agreed to by the PLCA and the Union and are made a part of the National Pipe Line Agreement as if set out herein.
- (3) Project Labor Agreements (moved from Art X) - Project Labor Agreements between the PLCA and LIUNA are governed by the terms of those Project Labor Agreements. These Project Labor Agreements are national agreements and are not superseded by this Agreement.

11. Article XXV - Effective Date, Termination, & Renewal

(A) This Agreement shall become effective June 1, 2020, when signed by the parties hereto and shall remain in full force and effect until termination is provided below.

(B) The provisions of this Agreement shall continue in full force and effect until June 4, 2023, and thereafter from year-to-year unless terminated at the option of either party after sixty (60) days' notice in writing to the other.

12. Article X - Wage Rates & Classifications

(A) Except as otherwise noted herein, the parties agree to the following total package increases to all "PL" States as so designated in Appendix A hereto:

- June 1, 2020: \$1.05*
- May 31, 2021: \$1.16**
- May 30, 2022: \$1.26

The total package increase in each year shall be allocated at the Union's discretion except as otherwise noted.

* For all projects pre-jobbed prior to June 1, 2020, the total package increase shall be effective August 17, 2020.

**LEBPCT contribution increase by one cent to \$0.07, to be allocated from total package increase. Remainder of package to be allocated at Union's discretion.

The parties agree to the following total package increases to CA (All Zones)

- June 1, 2020: \$1.15*
- May 31, 2021: \$1.26**
- May 30, 2022: \$1.36

The total package increase in each year shall be allocated at the Union's discretion except as otherwise noted.

* For all projects pre-jobbed prior to June 1, 2020, the total package increase shall be effective August 17, 2020.

**LEBPCT contribution increase by one cent to \$0.07, to be allocated from total package increase. Remainder of package to be allocated at Union's discretion.

(B) In all other States or Zones effective January 1, and June 1, each year, the Employer will initially recognize and put into effect highway construction wages (including welfare, pension and other fringe benefits) which have been negotiated during the 6-month periods immediately preceding January 1, and June 1, each year, provided copies of such highway construction agreements are furnished to the PLCA in accordance with the following provisions and conditions:

(a) The highway construction agreements furnished to the PLCA must be negotiated between a district council or local of LIUNA and a recognized Employer's Association.

(b) Said highway agreements must be furnished to the PLCA on or before January 1 and June 1 of each year in order to be recognized; or the Union may notify the PLCA prior to January 1 and June 1 of each year that a particular local is still in negotiations, and that copies of the completed highway agreements will be sent to the PLCA within thirty (30) days after the applicable January 1 or June 1 date.

(c) In the event no current or recognized highway agreements have been furnished to the PLCA in accordance with the provisions of Paragraphs (a) and (b) above, then the last published or recognized wages (including welfare, pension and other fringe benefits) will be published and recognized until the next applicable January 1 or June 1 date.

(d) After initial recognition on January 1 or June 1, subsequent increases in wages and fringes called for and set out in such local highway agreements will be put into effect in accordance with the dates negotiated locally.

(e) It is understood that Employer will not be required to recognize or put into effect any highway construction wages (including welfare, pension, and other fringe benefits) received by the PLCA after January 1, or 30 days after January 1, if applicable, of each year until the following June 1 of that year, nor those received after June 1, or 30 days after June 1, if applicable, of each year until the following January 1.

(f) The parties to this Agreement specifically recognize that only the wages and fringe benefits from the applicable highway agreements will be recognized for inclusion in this National Pipe Line Agreement. All

other terms and conditions of the National Pipe Line Agreement will remain in effect for covered work.

(C) Appendix A reflects the applicable hourly wage rates and hourly fringe benefit contribution rates to be paid for work performed under this Agreement. Consistent with the terms of this Article, Appendix A will be modified and distributed by the parties as necessary. [Appendix A to be produced and appended as part of this agreement.]

(D) The rates to be paid for intermediate classifications shall be as set out below and the amount indicated shall be the amount per hour to be paid over and above the basic wage rate set out in Appendix A to this Agreement and is payable only for the days that employee is performing the work covered by the intermediate classification.

There shall be no stacking of premiums. Any employee who performs work covered by multiple pay categories on any given day shall be paid the highest hourly rate for the entire day.

Category	\$/Hr	Notes
GROUP A		
Steward	\$3.00	
Feller	\$3.00	
GROUP B		
Power Saw Operator	\$2.00	Other than Fellers.
Sandblasting	\$2.00	Includes all sandblasting except when done in preparation of the welding or completing the welding process (such work being the jurisdiction of the UA).
Jackhammer	\$2.00	
Line Locator	\$2.00	Applies only when Employee is assigned to operate EM Scope-type equipment for line location. Contact PLCA or LIUNA for guidelines
GROUP C		
Powderman/ Blaster	\$1.75	
GROUP D		
Loader and Tamper	\$1.25	
Driller	\$1.25	
Hazmat/ Asbestos Abatement	\$1.25	Employee must be certified under applicable state

		regulations at time of dispatch.
GROUP E		
Form Builder/ Concrete Finisher	\$1.00	
Swamper	\$1.00	Applies to tractor in pipe gang or bending crew.
Skid Crew	\$1.00	Applies when Employee is assigned to the skid crew on a permanent basis.
GROUP F		
Hot Pay	\$0.75	Applies when Employee is required to be in the area of danger and there is the possibility of fire or explosion because of a cut or weld being made.
Brush Coating Application (applies to similar hand-applied applications e.g. roller, mop etc. Not to include spray applications.)	\$0.75	Employee must have necessary manufacturer's coating certification(s) at time of dispatch. The premium shall not apply for any employee that the Employer trains/certifies. The Employer will provide information to the Union regarding the necessary certification(s) at the pre-job conference.

(F) Annuity/Individual Employee Account (new)

For any state/zone where a per diem is required (as set out in Appendix A), employees who perform work under the Agreement and do not travel away from home to perform such work shall receive a daily contribution to the designated individual account, non-defined benefit pension fund in an amount equivalent to the applicable per diem rate (as set forth in the Agreement) ("Daily Contribution"). The determination of which Employees are eligible for the Daily Contribution shall be those Employees deemed ineligible to receive a per diem based on the Employer's per diem policy. The Daily Contribution shall be paid for the number of days set out in the pre-job report or the number of days worked, whichever is greater.

14. Article IX - Working Rules (A)

The Employer shall select a warehouse in or near a city, town or community where living

accommodations are available. Employer shall make suitable and prompt transportation available from the warehouse to the work site and back to the warehouse. The time of the employees shall start when the employees leave the warehouse for the job site and shall end at quitting time on the job site; however, the lunch period shall be excluded. Employer shall return the employees to the warehouse in the shortest possible time.

15. Article IX - Working Rules (E)

When six or more Laborers are employed on a project, the Employer will rent the Steward's personal vehicle based on the demands to fulfill the role of Steward or other business-related purpose. The Steward must have a valid driver's license, proof of insurance, and sign a truck rental agreement. The Steward must also satisfy a driving records check and comply with all driver / safety policies.

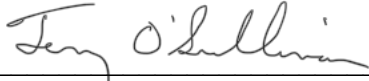
The Employer has sole discretion to determine if the personal truck of other Employees (i.e. non Steward) will be rented or if the Employer will provide the Employee transportation from the Assembly Point to the Employee's work location. In order to receive truck rental payments, the Employee must have a valid driver's license, proof of insurance, and sign a truck rental agreement. The Employee must also satisfy a driving records check and comply with all driver / safety policies. Upon execution of a truck rental agreement, the Employee shall receive a rental payment of \$65 per day. Under no circumstances will truck rental payments be paid if the Employer does not use the Employee's truck for transportation from the Assembly Point to the Employee's work location or other business purpose.

16. Article VI - Key Employees/Hiring Procedure (B) (end first paragraph after the second to last sentence and delete last sentence. Insert new paragraph)

The Employer may, at its discretion, appoint Straw-Bosses or Straw-Foreman ("Straws"). Straws are typically Employees with increased responsibility and/or supervisory Employees responsible for directing the work of others, maintaining productivity, ensuring a safe work environment, determining work techniques to be used, and apportioning the work among Employees, among other responsibilities and may also perform covered work falling under this Agreement. The appointment of any Straws is the responsibility of the Employer. Such appointments shall not be interfered with by the Union. Straws may be salaried or paid on an hourly basis; provided however, that if salaried, fringe benefit contributions and hourly dues (where applicable) shall be paid on the hours the job is set up on as established at the pre-job conference but in no event more than 60 hours per week. Where applicable, dues paid on a percentage of compensation will apply to salaried Straws in addition to hourly wages.

If the PLCA agrees that the above sets out our understanding, please sign in the spaces provided below. The General President's signature will follow.

Accepted by:



Terry O'Sullivan, General President, LIUNA

Date: 8/21/2020



Kelly W. Osborn, President, PLCA

Date: 8/10/2020



Elizabeth Worrell, Managing Director, PLCA

Date: 8/10/2020