

## **NATIONAL PIPE LINE AGREEMENT**

AGREEMENT made by and between the PIPE LINE CONTRACTORS ASSOCIATION, herein after referred to as "PLCA," and those of its contractor members and such other Main Line Pipeline Contractors who execute an acceptance of the terms and provisions of this Agreement, hereinafter referred to as the "Employer," and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "Union" or "LIUNA."

### **WITNESSETH:**

That, WHEREAS, the parties hereto desire to stabilize employment in the Main Line Pipeline Industry, agree 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:

### **I. COVERAGE**

(A) This Agreement and the attachments covering Small Diameter Pipe (16" and under) and Horizontal Directional Drilling, and Integrity Management shall apply to and cover all transportation main line pipeline work coming within the jurisdiction of Union, contracted for or performed by Employer within the United States, as such work is more fully described in paragraphs (B) and (C) and (D) below. Before any such work is done in the States of Alaska and Hawaii, the PLCA and Union shall meet to agree upon the wage rates and any special conditions which may be necessary in those states. By mutual agreement, this contract may be extended to cover other territory.

(B) Transportation main line pipelines coming under this Agreement are those defined as follows:

The construction, installation, double-jointing, rebeveling, treating, insulating, reconditioning, testing, taking-up, re-laying or relocation of cross-country pipelines or any segments thereof transporting CO<sub>2</sub>, coal, gas, oil, water lines associated with the production of oil and natural gas or other transportable materials, vapors or liquids or hydrocarbons including portions of such pipelines within private property boundaries, up to the final metering station or connection.

The phrase "final metering station or connection" means that point where a valve, consumer connection, or town border station divides main line transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. If a metering station or connection is located on such main line transmission line or higher pressure lateral or branch line or between two or more main line transmission lines or higher pressure lateral or branch lines then such work is covered by this Agreement.

(C) Gathering lines which connect directly from the wells to the main line pipelines, gathering lines, to or from gas extraction or gas dehydration plants, and gathering lines to or from gas storage fields are included.

(D) All marine pipeline work, including push-jobs in-shore and work done from barges in-shore and off-shore is covered by this Agreement.

(E) Such pipeline construction or installation, repair, maintenance, replacement or reconditioning as may be combined with or associated or comprising an integral part of other work more particularly and usually defined as engineering or building construction, or work covering pumping stations, tank farms, refineries, plant-to-plant connection lines within city limits and city distribution lines are not covered by this Agreement.

(F) 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 the name of any other corporation, company, partnership, enterprise, combination or joint venture.

(G) It is the intent of the Union to have uniform wages and working conditions in the industry. However, the parties recognize that in connection with the Union's organizing efforts to increase the market share of the union industry, it may be necessary to permit newly organized Employers to complete existing projects or projects where bids have been accepted under the conditions which the Employer bid the work except for the first 12 months of multi-year maintenance agreements and the first 12 months of any pipeline project extending more than one year. The Union also agrees that Employers granted any concessions under this paragraph will be obligated to sign the current National Pipe Line Agreement for future covered work. Absent the above exception, the following continues to apply: In no event shall Employer be required to pay higher rates of wages or be subject to more unfavorable working rules than those established by Union for any other employer engaged in similar work. Union will advise PLCA immediately of the signing of any contractor pursuant to this provision.

(H) Wherever in this Agreement a gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have equal application to all persons covered by this Agreement, male or female.

(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) Project Labor Agreements between the PLCA and LIUNA are governed by the terms of those Project Labor Agreements. Those Project Labor Agreements are national agreements and are not superseded by this Agreement.

(3) 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 set out herein.

(J) The work coming under the jurisdiction of the Union and covered by terms of this Agreement includes but is not limited to, the Laborers' work, for the clearance of right-of-way preparatory to the installation of the pipeline, the demolition and removal of fences, the digging and trimming of trenches and ditches for pipelines; work in connection with the bending of pipe except the mechanical work involved; Laborers' work in connection with the distribution of pipe and skids and pipe over the trench; the cleaning, scaling, etc., of pipe; all Laborers' work in connection with the lineup crew; the cleaning, wrapping and doping of the pipe as well as the covering of pipe for any and all purposes before lowering after the welding of joints has been made; the cleaning, wrapping and doping of the pipe in all yards; the work in connection with the lowering of the pipe and the removal of the skids; in connection with the backfilling of trenches after the pipe has been laid; all work in connection with clean-up after the pipe has been laid and the trenches backfilled; demolition, take-up and reconditioning of old pipe; Laborers' work on barges and floating equipment; hooking and unhooking of pipe, and all other general and miscellaneous Laborers' work in connection with the entire operation, falling within the jurisdiction of the Union.

## **II. SAVINGS CLAUSE**

If any provision of this Agreement is in conflict with the laws or regulations of the United States or of the State in which the work is to be performed, such provision shall be superseded by such law or regulation, but all other provisions of this Agreement shall continue in full force and effect; provided that in no case shall wage rates be paid which are lower than those set out in this Agreement and provided further, that the parties agree to meet without delay within thirty (30) days and negotiate a replacement for any affected provisions, which insofar as legally permitted, shall serve a similar purpose as the affected provisions.

## **III. NOTIFICATION OF PRE-JOB CONFERENCE AND ENFORCEMENT**

(A) Employer agrees to immediately notify the \*Union of jobs obtained by Employer, including unloading, racking and stringing of pipe. Such notification shall include the size and length of the proposed job, the states and counties and the proposed starting date. The Union agrees to notify the Employer of its Regional Office which shall participate in the pre-job conference. It is a violation of this Agreement to start a job without prior notification and a pre-job conference. If an Employer fails to notify the Union in accordance with the procedure above, the Union shall retain the right to pursue a grievance in accordance with Article XVII, Procedure for Settlement of Grievances and Disputes.

---

\* For purpose of notification, Union office to be contacted shall be the Laborers' International Union of North America, 905-16<sup>th</sup> Street, N.W., Washington, D.C. 20006. Fax: 202-737-2754.

(B) The Employer and representatives of the International Union, Local Union or Local Unions involved shall hold a pre-job conference so that the start and continuation of the work may progress without interruption, and the Union representatives at such conference shall be authorized by the Union to represent Union for the entire area covered by the job. It shall be the purpose of the pre-job conference to notify the Union of the tentative number of warehouses to be used and the location of each, to agree upon such matters as the length of the work-week, the approximate number of employees to be employed, including the number of Key Employees, the method of referral, the check-off of Union initiation fees, dues or agency shop fees, the applicable wage rates in accordance with the contract and any other matters, not including interpretation of the clauses of this Agreement, it being agreed that interpretation of this Agreement should be made between the PLCA and the LIUNA, so that proper application thereof may be made on the jobs.

(C) If any individual Employer pays any wages in excess of the wages negotiated in the National Pipe Line Agreement in the form of extra money, extra hours, extra travel or stand-by time or in the form of a bonus by any subterfuge, and if the PLCA and LIUNA shall jointly determine that such bonus is for the purpose of poaching employees from other individual employers or results in conditions injurious to the pipeline construction industry, then such individual Employer shall be required to pay a proportionate additional compensation to all employees covered by this Agreement and such requirement shall continue until that particular job is completed. It is understood and agreed, however, that any profit-sharing, retirement or pension plan which an individual Employer may have in effect which has not been set up for that particular job shall not be considered a bonus. This paragraph does not apply regarding fringe benefits of Key Employees.

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 linear mainline pipeline project: prorated mileage, (2) for non-linear 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 wage blended wage and benefit contribution rate are not agreed upon at the pre-job conference, the employer will pay wage and benefit contribution rates based on where the work is performed.

(D) The Union and the PLCA agree to send a copy of this Agreement to all of their affiliates so that the work covered by this Agreement may be performed in an effective and peaceful manner and the Union agrees that the terms of this Agreement shall be recognized by its affiliated Local Unions. The individual Employer agrees as well to furnish its supervisory personnel copies of this Agreement so that they may be familiar with the terms.

(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.

#### **IV. MANAGEMENT RIGHTS**

(A) Employer shall have the right to make and revise from time to time safety and working rules which are not inconsistent with the above or any other of the terms of this Agreement or with existing laws. Union agrees to cooperate in the enforcement of safety and working rules. Failure to comply with Employer safety policies may result in discipline up to and including termination.

(B) Nothing in this Agreement shall affect the Employer's inherent right to determine the competency and qualifications of any applicant or employee and his right to reject and discharge applicants or employees for cause accordingly.

(C) 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, tools, or labor saving devices. At the discretion of Employer, employees may be changed from one classification to another within the jurisdiction of the Union. During emergencies, any employee of Employer may be assigned to any work; provided, however, that no employee's hourly rate shall be lowered under this provision, and provided further that in the event an employee is assigned to work calling for a higher rate of pay, he shall receive such higher rate for the entire day.

(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.

**V.**  
**UNION RECOGNITION,**  
**UNION SECURITY AND EMPLOYMENT**

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

(B) All employees covered by this Agreement, as a condition of continued employment, shall, commencing on the 8th day following the beginning of such employment or the effective date of this Agreement, whichever is later, acquire and, for the duration of this Agreement, maintain membership in the Union. This provision shall not apply in any state where such a requirement for continued employment is prohibited by law; provided, however, that where an Agency Shop is lawful in any such state, conformity therewith shall be a condition of employment on the 8th day following the beginning of such employment or the effective date of the Agreement, whichever is the later period.

(C) Upon request of the Local Union or District Council having jurisdiction of the job, and upon presentation of the proper authorization form executed by the individual employee, the Employer agrees to deduct from the wages of such employee Union fees, dues or agency shop fees and remit in accordance with Article XVIII, Fringe Benefit Fund Contributions.

(D) The Employer shall deduct as voluntary contributions to the Laborers' International Union of North America (LIUNA) PAC such amount in each payroll period as an employee so authorizes in writing on a form provided by the Union. At least once each month, the Employer shall remit all such deducted contributions to the Laborers-Employers Benefit Plan Cooperation Trust. The Employer shall simultaneously provide to that office the following information about each employee whose contribution is included in the remittance: (1) name; (2) total amount contributed within the remittance; and (3) rate of payroll deduction. The Union and the Employer agree that the Employer's costs of administering LIUNA PAC payroll deduction

were factored into the overall economic provisions of the contract, so no additional payment by the Union for these costs is necessary. The Union will indemnify and hold harmless the Employer from any and all liability arising from the Employer's compliance with this section.

## **VI. KEY EMPLOYEES/HIRING PROCEDURE**

(A) It is recognized that because of the special nature of pipeline construction work, it is necessary that Employers 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 pipeline construction work in an experienced manner.

(B) The Employer shall have the right to hire directly fifty percent (50 %) of all employees hired depending upon the type of work, the location of the job and the existence of an exclusive referral procedure. Employer hired employees shall be known as "Key Employees." If the local union is unable to provide qualified skilled pipeline employees then the Employer shall immediately notify the International Union. The words "Key Employees" shall mean those who are regularly and customarily employed by the individual Employer and because of their special knowledge, skill and experience in pipeline construction work are considered necessary by Employer to the efficient performance of the work to be done under this Agreement.

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 dues.

(C) At the pre-job conference Employer shall notify the Union of the number and classifications of Key Employees. At any time during the job, Employer shall have the right to replace Key Employees whose employment may have been terminated by employing other Key Employees, it being the intention of both Employer and Union that the ratio of Key Employees to those hired locally or dispatched by Union shall remain substantially the same as that agreed upon at the start of the job.

All employees in addition to Key Employees shall be hired in accordance with the provisions of Paragraph (D) as set out below.

(D) The hiring of employees in addition to Employer's Key Employees, either at the start of the job, or later, shall be conducted in the following manner.

(1) Employer and Union agree that neither of them shall take any action or refuse to take any action which shall discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, national origin or disability, or any other status protected by applicable law.

(2) In the event a valid non-discriminatory exclusive referral procedure has been established by collective bargaining between a local of the Union and an association of highway and heavy contractors in the area in which the job is to be performed, Union shall notify the PLCA from time to time as to the existence of such exclusive referral procedure, and Employer agrees to utilize such referral procedures upon the following conditions:

(a) 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 race, color, religion, sex, national origin, disability or union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policy or requirement, or any other status protected by applicable law.

(b) Qualified applicants required by Employer at the start of the job must be referred by a local referral office within 48 hours of the receipt of Employer's request; those required by Employer after a job has started must be referred by a local referral office within 24 hours of the receipt of Employer's request. If the local referral office fails to comply with this condition, Employer may secure qualified applicants from any other source.

(c) 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 3 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.

(3) 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 laborers are to be recruited, as to the number of laborers who will be needed in addition to his Key Employees. It is understood that Employer shall also recruit laborers from other sources, will hire all employees at the job site in a



non-discriminatory manner, and shall have the absolute right to determine the competency and qualification of applicants and employees and to reject and discharge accordingly.

(4) Once the original crew has been employed, Employer shall have the right to keep such crew on all the work throughout the territory covered by the particular job for which the pre-job conference was held, regardless of local union jurisdiction.

(E) Applicants for employment will not be dispatched to jobs by Local Unions unless the applicant has completed at least 200 hours of pipeline work in the pipeline industry (pipeline work as defined by the National Pipe Line Agreement) within the last 24 months or 400 hours of pipeline work in the pipeline industry (pipeline work as defined by the National Pipe Line Agreement) in the past 4 years; the parties agree to review the 200 and 400 hour requirements periodically. Applicants who successfully complete approved training as specified in Article XII will be eligible for dispatch.

(F) The PLCA and Laborers International Union will cooperate to implement a program so dispatched Laborers are Operator Qualified for the specific tasks called for on the job or Owner requirements.

(G) 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 provisions relating to the functioning and operation of the hiring arrangements, including these provisions.

(H) The business representative of the Union shall have access to any job at any time subject to owner safety and security rules and federal and state regulations and shall notify the field office of his presence on the job prior to entering the job site. The representative of the Union shall use best efforts not to hinder production.

## **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.

## **VIII. SUBCONTRACTORS**

The Employer agrees to make the terms and conditions of this Agreement a part of all subcontracts let on covered work except where the International Union and PLCA have determined that there are no qualified or competitive union subcontractors available. The names and business addresses of all subcontractors on work covered by this Agreement shall be transmitted to the Union by the Employer; provided, however, that the Employer will not be held responsible for the labor policies of stringing contractors where such contractors are employed directly by the owner; further provided, that where heavy specialized marine equipment not customarily used by Employer in the performance of the work herein defined, is leased, rented or borrowed and the labor to operate such equipment is wholly or partially to be furnished by the owners of such equipment, or the work to be done by said equipment is subcontracted the provisions of this paragraph shall be inoperative as to the labor furnished; but any labor furnished by Employer in the operation of said equipment shall be covered by the terms of this Agreement. In regard to suppliers and vendors who furnish and/or deliver finished goods and materials to the Employer the terms and conditions of this Agreement shall not apply and the Employer signatory to this Agreement shall have no obligation to see that the terms and conditions of this Agreement apply to any equipment or employees of such vendor or supplier.

## **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.

(B) The payday shall be once each week, unless the Employer agrees to allow Employees one draw on money earned; under such conditions, payday may be once every two weeks. At the Employer's option, the Employees may be paid on a weekly basis by (1) check; (2) direct deposit of wages to the bank or financial institution of the Employee's choice; or 3) a no-fee cash/debit card. If the Employer elects to pay by option (2) or (3) above, the Employee shall have the right to choose between the two options (i.e., direct deposit or cash debit card). In all cases, pay stubs will be provided to the Employees. Employees are to be paid at the end of their regular shift whether working in Employer's yard or in the field. When Employees are laid off or discharged, they must be paid wages due them at the time of the layoff or discharge. If payment is not made as provided herein, the Employees shall be paid for four (4) hours' pay per day at the applicable rate. Deductions from Employee's pay will be itemized on all checks.

(C) Employer shall make arrangements where Employees are employed to enable such Employees to cash their pay checks or use their cash/debit card for one initial weekly withdrawal at no cost to the Employees. If the Employee is required to pay for check cashing, the Employer agrees to reimburse the Employee promptly. Check cashing arrangements shall be located within 25 miles of the designated warehouse or assembly point.

(D) The furnishing of tools or equipment shall not be a condition of employment. Where special safety equipment is required by the circumstances under which the employee is working, it shall be the responsibility of the Employer to furnish such equipment at no cost to the employee.

(E) Truck Rental. 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.

(F) 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.

(G) 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.

## **X. WAGE RATES AND 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 office in accordance with the following provisions and conditions:

- (1) The highway construction agreements furnished to the PLCA office must be negotiated between a local of LIUNA and a recognized Employer's Association.
- (2) Said highway agreements must be furnished to the PLCA office 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 office within thirty (30) days after the applicable January 1 or June 1 date.
- (3) In the event no current or recognized highway agreements have been furnished to the PLCA office 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.

- (4) 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.
- (5) 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 in the PLCA office 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.
- (6) 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 the Appendix 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
<b>GROUP A</b>		
Steward	\$3.00	
Feller	\$3.00	
<b>GROUP B</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	

<b>Category</b>	<b>\$/Hr</b>	<b>Notes</b>
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.
<b>GROUP C</b>		
Powderman / Blaster	\$1.75	
<b>GROUP D</b>		
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.
<b>GROUP E</b>		
Form Builder / Concrete Finisher	\$1.00	
Swamper	\$1.00	Applies to tractor in the pipe gang or bending.
Skid Crew	\$1.00	Applies when Employee is assigned to skid crew on a permanent basis.
<b>GROUP F</b>		
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 manufacturers 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.

(E) 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.

**XI.  
WORKERS COMPENSATION COOPERATION**

In an effort to enhance the competitive position of the signatory Employers and to provide greater work opportunities for the members of the signatory Union, it is hereby agreed that the parties may negotiate and implement alternative dispute resolution (ADR) procedures to resolve workers’ compensation claims disputes when and where permissible and/or legal.

Such alternative dispute resolution procedures shall be final and binding on the parties and shall be made a part of this Agreement to the extent permitted by law.

**XII.  
TRAINING**

Training and certification procedures concerning all work and safety factors involved on the job will be instituted for all laborers by the Local Union or LIUNA. Union will work to develop a certification program to show dispatched employees are trained and qualified to work in the pipeline industry.

**XIII.  
OVERTIME AND HOLIDAY PAY**

(A) In all states, the work-week shall begin on Monday and end on Sunday, and all hours worked by an employee in excess of eight hours per day and in excess of forty straight time hours per week and all hours worked on Sunday shall be paid for at the rate of time-and-one-half the straight time rate. In all states after an employee has worked eight hours, he will be on overtime until he is relieved. Converting back to straight time at midnight, under above circumstances, shall not be recognized.

(B) In all states, work performed on Christmas, Thanksgiving, Labor Day, Memorial Day, New Year’s Day and July Fourth shall be paid for at double the straight time hourly rate; provided, however, that in the event one of the holidays named hereinabove occurs during the first forty hours of any work-week, hours worked on such holidays shall not be counted in computing the forty hours after which the employee is entitled to a rate of time-and-one-half the straight time rate.

(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 pre-jobbed 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 pre-jobbed 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.

#### **XIV. REPORTING TIME PAY**

(A) After a person has been hired and ordered to report for work at the regular starting time, and no work is provided for him on that day he has so reported, he shall receive pay equivalent to four (4) hours at the rate applicable for that day. This pay shall be provided, although the person has not been ordered to report for work on that particular day if the person has been working regularly and the Employer fails to give sufficient notification. Sufficient notification shall mean notice that there will be no work performed on a particular day to the steward during working hours, and he is afforded a reasonable opportunity to notify the employees involved during working hours, or the Employer notifies the employees involved not to report to work at or before 8:00 P.M. the preceding day. No fringe benefit contributions will be paid on the four (4) hours reporting time pay and such hours will not be used in computing the forty hours after which overtime is payable. Per diem in "PL" states will be paid for the number of days in the work week set out on the pre-job form and will be paid on days when Reporting Time under this section is paid.

(B) Any employee who reports to work and is transported to the job site or for whom any work is provided, regardless of the time that he works, shall receive the equivalent of not less than four hours' pay at the rate applicable for that day. Fringe benefit contributions shall be paid on such hours and they will be used in computing the forty hours after which overtime is payable.

(C) 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 hours' pay at the rate applicable for that day. Fringe benefit contributions shall be paid on such hours and they will be used in computing the forty hours after which overtime is payable.

(D) It is expressly provided, however, that when a person refuses to work or to continue to work or work stoppage conditions brought about by a third party or third parties prevent or make 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 worked shall be required under any of the above enumerated conditions.

#### **XV. JURISDICTIONAL DISPUTES**

The PLCA and the four International Unions with which National Pipe Line Agreements have been negotiated have established a Policy Committee, for the purpose of hearing and



considering matters of concern to the pipeline construction industry, such as jurisdictional disputes and any other matters affecting the welfare of the industry.

Whenever a jurisdictional dispute arises between Union and any other union over proper jurisdiction of work assigned by an individual contractor, no work stoppage shall occur, and the individual signatories hereto agree to abide by any decision reached by the Policy Committee.

The Policy Committee decisions are incorporated and made a part of this Agreement and should be referred to specifically as if set out herein. The Policy Committee decisions may be obtained by contacting the Union or the PLCA.

## **XVI. WORK STOPPAGES**

(A) No local union nor the International Union, nor any representative of either, shall cause or promote a strike, slowdown, stoppage of work or any interference, directly or indirectly, with the operation and progress of the work; nor shall any Employer or the PLCA engage in any lockout during the life of this Agreement, it being the good faith intention of the parties hereto that by the execution of this Agreement industrial peace shall be maintained. All grievances, disputes, differences of opinion and other questions concerning this Agreement shall be settled in accordance with the procedure for settlement of grievances and disputes set out in Article XVII below. Any settlement where hours of pay are involved shall be retroactive.

(B) If the local union or any representative thereof causes or promotes a strike, slowdown, stoppage of work or any interference with the operation or progress of the work, or if the Employer breaches this Agreement, then the Employer (where the local union interfered with the work) or the local union (where Employer has breached the Agreement) may at its option declare the provisions of Article XVII inoperative and seek whatever remedy may be available from the National Labor Relations Board or any Federal or State court having jurisdiction of the matter.

(C) If the International Union or any representative thereof causes or promotes a strike, slowdown, stoppage of work or any interference with the operation or progress of the work, or if the Employer breaches this Agreement, then the Employer (where the International Union interfered with the work) or the International Union (where Employer has breached the Agreement) may at its own option declare the provisions of Article XVII inoperative and seek whatever remedy may be available from the National Labor Relations Board or any Federal or State court having jurisdiction of the matter.

(D) It shall not be a violation of this Agreement or of the no-strike clause if members of the Laborers' International Union refuse to cross a picket line established by another craft union within the pipeline industry.

**XVII.**  
**PROCEDURE FOR SETTLEMENT**  
**OF GRIEVANCES AND DISPUTES**

(A) Any grievances, disputes or differences of opinion which arise between the contractors' supervisory personnel and Union representatives in the field shall be settled on the job whenever possible; provided that such settlements shall not vary any of the wages, terms or conditions of this Agreement.

(B) If a grievance, dispute or difference of opinion cannot be settled on the job within forty-eight (48) hours, then such matter must be referred within ten (10) days by the Union representative in the field to the appropriate International Union representative, and the Employers' supervisory personnel must within the same time period refer the matter to the Employers' executive personnel and, if necessary to the Managing Director or Executive Director of the PLCA. These parties shall immediately make every effort to settle the grievance, dispute or difference of opinion.

(C) Any grievance, dispute, difference of opinion or controversy of any kind or character between the Union and the PLCA and/or individual Employer 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 term of this Agreement, which cannot be settled by the parties, shall be settled by the arbitration procedure which is set out below.

(D) If, within forty-eight (48) hours no adjustment or settlement is reached by the procedure set out above, the matter shall immediately be referred in writing to an Arbitration Board consisting of six (6) members, all of whom shall be familiar with the mainline, cross-country pipeline construction industry, three (3) to be appointed by the International Union, and three (3) by the PLCA. These six (6) individuals shall constitute the Arbitration Board.

(E) The Members of the Arbitration Board shall not have the power to amend or alter the provisions of this Agreement but shall within fourteen (14) days of their appointment determine the procedure that they will use in considering the evidence and render a decision based on the evidence submitted by the parties, such decision to be consistent with the terms and provisions of this Agreement. The decision of the Arbitration Board shall be binding upon both parties.

(F) In the Unlikely Event that the six (6) member Arbitration Board is unable to reach a decision, then either party may institute the following procedure:

(1) Within seven (7) days after notification by the Arbitration Board that it is unable to reach a decision, the PLCA and the International Union shall attempt to mutually agree upon one (1) person to whom the matter shall be referred.

(2) If within forty-eight (48) hours no mutual agreement has been reached by the procedure set out above, the Association will immediately contact the Federal Mediation &

Conciliation Service to obtain a list of three (3) individuals with as much experience and knowledge as possible in the pipeline construction industry. A copy of this list will be furnished to the Union, and thereafter, the PLCA and Union shall attempt to mutually agree upon one (1) of the individuals listed. If no agreement can be reached, the Union and the PLCA will each strike one (1) name from the list and the remaining individual will be the Arbitrator.

(3) A statement of the facts shall be presented to the Arbitrator within forty-eight (48) hours after his selection either:

(a) Jointly, if the Union and the PLCA (or nonmember contractor) mutually agree; or

(b) Separately, if no mutual agreement, and the PLCA (or nonmember contractor) will submit a written statement setting out the Employer's position and the Union will submit a written statement setting out the Union's position.

(4) All information submitted to the Arbitrator will be in writing. No personal appearances or oral testimony will be allowed. The Arbitrator will then issue, within five (5) days, a decision based upon the evidence submitted.

(G) The Union and Employer involved shall bear the expense of their appointed Arbitrators. In the event an Arbitrator from the Federal Mediation & Conciliation Service is selected, then the Union and the Employer shall be jointly responsible for that person's expenses.

(H) In the event Employer fails or refuses to comply with the grievance procedure set out hereinabove, the provisions of Article XVI shall not be binding upon Union. If Union fails or refuses to comply with the grievance procedure set out hereinabove, then Employer shall have the right to declare this entire Agreement null and void.

## **XVIII. FRINGE BENEFIT FUND CONTRIBUTIONS**

(A) The Employer shall make fringe benefit fund contributions at the rates set forth in the Appendix A to this Agreement for each hour worked in covered employment according to the State and Zone where the work is performed. The Employer shall submit all such contributions to the Laborers-Employers Benefit Plan Collection Trust at such times and in such manner as required by said Collection Trust, but no less frequently than monthly. The Collection Trust shall distribute all contributions received as soon as practical after receipt to the appropriate benefit funds as follows:

(1) to the local or national benefit funds covering the State and Zone within which the work is performed, except as provided in Subparagraph (A)(2), below;

(2) in the case of an employee working on a project outside of his home local's jurisdiction, the following types of contributions required on his behalf under this Paragraph shall be distributed to the benefit funds maintained by his home local

(his “home funds”) to the extent there are home funds for these types of contributions: pension, annuity, health and welfare, dental, vision and similar personal health-related benefits, disability, death, savings, vacation, legal services, educational, supplemental unemployment benefits, and similar individual entitlement benefits. Other contributions such as apprenticeship and training, LECET, Health and Safety Fund and labor-management cooperation organization funds shall be distributed in accordance with Subparagraph (A)(1), above.

The Employer’s contributions shall be deemed paid upon receipt by the Collection Trust. Disputes or questions about which benefit fund is the appropriate fund to receive a particular contribution distribution shall be resolved by the PLCA and LIUNA.

(B) In recognition of certain legal conditions for the making and acceptance of contributions to fringe benefit funds, the Employer hereby accepts and agrees to be bound by the agreement and declaration of trust (including the provisions for appointment of trustees and successor trustees, and amendments heretofore or hereafter adopted in accordance with its terms) of each fringe benefit fund for which contributions are required under this Article, to the same effect as if the Employer signed the agreement and declaration of trust, provided:

(1) that the Employer shall not be bound by any financial obligations to any such fund beyond those set forth in this Agreement or by any other obligations to any such fund that are inconsistent with this Agreement;

(2) that, for purposes of the withdrawal liability provisions of the Employee Retirement Income Security Act (ERISA), as amended, the special building and construction industry rules shall apply with respect to the Employer; and

(3) that the Employer shall be provided, upon its request with a true copy of the agreement and declaration of trust (including amendments) of each fringe benefit fund to which the Employer is required to contribute under this Article.

(C) In the event that the Employer fails to pay any contributions owed under this Article within thirty (30) days after they are due, the principal officer of the Employer, LIUNA and the Association shall be notified of this delinquency by the Collection Trust, by the Union, or by any benefit fund to which the contribution is owed. If the delinquent contributions have not been paid in full within (5) days after such notice is given, the Union shall be entitled to take any appropriate action it deems necessary in order to collect such delinquent contributions, and such action will not be considered a violation of Article XVI of this Agreement should a work stoppage occur. In addition to any action that the Union may take hereunder, the Collection Trust and/or the benefit funds to which the contributions are owed shall be entitled to bring proceedings in law or equity to collect the delinquent contributions plus interest, liquidated damages, and attorneys’ fees authorized by law or by the agreements and declarations of trust of the Collection Trust or the benefit funds to which the contributions are owed. The Collection Trust and/or any benefit funds to which the contributions may be owed, at their expense, shall be entitled to audit the payroll and related records of the Employer from time-to-time to verify the accuracy of the Employer’s contributions and for no other purpose.

(D) All authorized dues deductions made by the Employer under this Agreement shall be submitted by the Employer to said collection Trust, at such times and in such manner as required by the Collection Trust, which shall remit dues to the appropriate Local Union or District Council as soon as practical after receipt.

(E) If, in the opinion of the Board of Trustees of any of the Funds for which contributions are or will be due under this Agreement, any individual Employer has had a record of delinquent contributions to such an extent that it is necessary for the protection of the beneficiaries of the Funds that some security for the contributions be obtained, said Board of Trustees is authorized to require such individual Employer before or after the commencement of any job to deposit an amount not to exceed \$10,000 per employee in an escrow account designated by the Board of Trustees. The amount shall be based on a good faith estimate of the total contributions that will be owed to the Fund for the job.

(F) With regard to paragraph (E), any escrow account shall be established with a bank or other regulated financial institution. The terms of the escrow agreement for the account shall entitle the Fund to make claims against the account for otherwise unpaid contributions and related assessments as they come due. If the account is exhausted before the job is completed, the Fund's Board of Trustees may require that the Employer make an additional escrow deposit. If, upon completion of the job, any amount remains in the account in excess of the contributions, the excess shall be returned to the Employer. The cost of maintaining and administering the account shall be paid from the account's assets unless the Fund and Employer otherwise agree.

(G) With further regard to paragraph (E), a Fund may require or accept a bond for the designated amount in lieu of the escrow deposit.

## **XIX. CODE OF PERFORMANCE**

(A) To implement the LIUNA Code of Performance adopted by LIUNA, the Employer agrees to designate discharges "for cause," when appropriate, as described in the attached Notification of Termination clause and to substantiate such cause if necessary in proceedings under the Code of Performance.

(B) This clause is intended only to assist the Union in implementing its Code of Performance, and a worker's only rights there under are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this Agreement, including not creating any new or additional rights to reinstatement with or without back pay from the Employer.

## **XX. MARSH AND MARINE OPERATIONS**

(A) In marsh or marine pipe laying operations, in the event the employees are required to live on quarter boats, room and board shall be furnished at no cost to the employees.

(B) Employer shall make suitable marine transportation available to and from the landing dock location. The time of the employees shall start when they leave this dock site and shall end when they are returned to the dock site.

**XXI.  
SPECIAL AMENDMENTS**

In order to be more competitive in certain areas of the country, the PLCA and the Union 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 to be established by the principal parties. Please contact the designated representatives of the PLCA and LIUNA for further information.

**XXII.  
DRUG AND ALCOHOL TESTING**

Substance and Alcohol Abuse Policies have been negotiated by the PLCA and LIUNA and is attached hereto and made a part of this Agreement as Appendix "C".

In the event that a drug or alcohol test taken by an Employee upon his hire is returned with a positive result, his pay for the days from hire to the test result will be limited to ninety dollars (\$90.00) per day, subject to any federal or state minimum wage requirement. If subsequent testing reveals a false positive, the Employee will be entitled to full compensation for the period he worked and will be reinstated.

**XXIII.  
INDIAN PREFERENCE IN EMPLOYMENT**

The hiring procedures contained in this Agreement shall not apply in the "territorial jurisdiction" of any Indian Nation which has adopted an Indian Preference in Employment Law, provided that those persons covered by the law and seeking covered employment under this Agreement possess the "necessary qualifications" which are essential to the performance of that specific job.

**XXIV.  
HISTORICAL PRECEDENT**

Since the inception of the National Pipe Line Agreements, which cover all mainline, cross-country pipeline construction, only four (4) Unions have been recognized, and all work relating to such pipeline construction has been performed by these four (4) Unions. They are: The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, The International Union of Operating Engineers, and The Laborers' International Union of North America. The recognition of only these four (4) Unions on such work is hereby reaffirmed.

**XXV.**  
**EFFECTIVE DATE, TERMINATION AND 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.

(C) The parties agree that upon notice provided in the 30 days prior to the first anniversary date of the execution of this Agreement and upon mutual consent, this Agreement may be reopened with respect to such terms and conditions as the parties may agree.

**XXVI.**  
**LIABILITY**

(A) It is further understood that no liability shall arise on the part of the International Union herein by reason of any unauthorized act by any employee of the said Employers or 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.

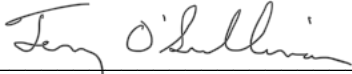
(B) It is understood that the PLCA is acting merely as collective bargaining agent in the negotiation of this Agreement and that it is agent only for those of its members, and none other, who accept and sign this Agreement, and in no event shall it be bound as principal or be held liable in any manner for any breach of this contract by any of the Employers signing the same.

**XXVII.**  
**STEERING COMMITTEE**


LIUNA and the PLCA agree to develop a Steering Committee to address industry-related issues, as well as any agreed upon modifications to the addenda / attachments hereto that arise during the term of the Agreement.


IN WITNESS WHEREOF the parties hereto have executed this Agreement July 20, 2021.

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

By:   
Terry O'Sullivan, President

**PIPE LINE CONTRACTORS ASSOCIATION**

  
By: \_\_\_\_\_  
Dwayne Osadchuk, President

  
By: \_\_\_\_\_  
Elizabeth Worrell, Managing Director  
and Chief Legal Counsel



ATTACHMENT 1

**2020-2023 16 " AND UNDER ADDENDUM TO THE  
NATIONAL PIPE LINE AGREEMENT  
BETWEEN THE PIPE LINE CONTRACTORS ASSOCIATION  
AND THE LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA**

The wage rates, fringes and conditions set out herein will apply in the states and for the type of work described below through completion of jobs involving such work where the Laborers' International Union of North America receives a job notification during the period June 1, 2020 through June 4, 2023. This Addendum applies only to jobs for which both a signatory(ies) to the National Pipe Line Agreement and a non-signatory(ies) are bidding the work. Unless this Addendum is extended by mutual agreement of the parties prior to June 4, 2023, this Addendum shall expire on that date for all jobs not started prior to that date. This Addendum is attached to and made part of the National Pipe Line Agreement.

A. States

Alabama	New Mexico
Arizona	North Carolina
Arkansas	Oklahoma
Colorado	South Carolina
Florida	South Dakota
Georgia	Tennessee
Kansas	Texas
Louisiana	Utah
Mississippi	Virginia
Nebraska	Wyoming

B. Scope of Work

16" and under.

C. Wage Rates, Fringes and Conditions:

1. Wages and Fringes

a. The following wage rates and fringes will apply for work in all states set out in A. above, effective June 1, 2020. However, these wage rates and fringes are subject to modification during the term of the Agreement, based upon mutual agreement of both parties:

General Laborer -	\$24.36	Total Package (minimum \$2.00 fringe deduction)
Steward	-	\$ 3.00 premium above Laborer base rate
Collection Trust	-	\$ 0.05 deducted
Power Saw	-	\$ 2.00 premium above rate

EM – Scope - \$ 2.00 premium above rate  
Per Diem - \$53.50 per day.

2. Conditions. 16" Addendum. The following conditions will apply for all states set out in A. above:

a. Contractor has the right to hire 75% of employees direct for all states and scope of work set out above.

b. Intermediate classifications will have a cap of \$1.00, except power saw, EM Scope and steward.

c. Employees who are required to report to the warehouse will receive four (4) hours show-up pay when no work is provided; if work is started, employees will receive pay for actual hours worked, with a minimum payment of four (4) hours.

d. Contractor may establish an assembly point/warehouse on the right-of-way or another location.

e. The parties involved have agreed that Teamsters driving vehicles transporting crews to the jobsite will be allowed to work in Laborers Classifications after reaching the jobsite and vice versa insofar as the Laborers are concerned.

f. Composite Crew. By mutual agreement contractor may establish for a project or job a crew or crews known as a "composite" 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 craft's jurisdiction as far as practicable and possible, but not inconsistent with the provisions of the Addendums and National Pipe Line Agreement.

**2020-2023 16" AND UNDER SUPPLEMENTAL ADDENDUM TO THE  
NATIONAL PIPE LINE AGREEMENT  
BETWEEN THE PIPE LINE CONTRACTORS ASSOCIATION  
AND THE LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA**

The wage rates, fringes and conditions set out herein will apply in the States and for the type of work described below through completion of jobs involving such work where the Laborers' International Union of North America receives a job notification during the period June 1, 2020 through June 4, 2023. This Addendum applies only to jobs for which both a signatory(ies) to the National Pipe Line Agreement and non-signatory(ies) are bidding the work. Unless this Addendum is extended by mutual agreement of the parties prior to **June 4, 2023** this Addendum shall expire on that date for all jobs not started prior to that date. This Addendum is attached to and made part of the National Pipe Line Agreement.

A. States

Connecticut	New Hampshire
Delaware	New York (Zones 6-13)
D.C.	North Dakota
Idaho	Ohio
Iowa	Pennsylvania (excluding Bucks, Chester, Delaware, Montgomery and Philadelphia counties only)
Kentucky	Rhode Island
Maine	Vermont
Maryland	
Massachusetts	
Michigan	

B. Wage Rates, Fringes and Conditions:

1. In all states set out in A., the following wage rates and fringes will apply during the period June 1, 2020 through June 4, 2023 .: Deduct \$3.00 from current full base rate plus fringes.
2. Conditions. 16" Supplemental Addendum: The following conditions will apply for all states set out in A.:
  - a. Employees who are required to report to the warehouse will receive four (4) hours show-up pay when no work is provided; if work is started, employees will receive pay for actual hours worked, with a minimum payment of four (4) hours.
  - b. Contractor may establish an assembly point which will not exceed 25 miles from living accommodations and in no event will the assembly point be on the right-of-way or move along the right-of-way.

|

There are special jobs within the scope of work of this Agreement for which all the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations. For additional clarification on work to be covered, please contact the designated representatives of the PLCA and the Laborers' International Union of North America.

## ATTACHMENT 2

### **HORIZONTAL DIRECTIONAL DRILLING AGREEMENT**

In an effort to make horizontal drilling contractors ("contractors") who work under the terms and conditions of the National Pipe Line Agreements more competitive, it is hereby agreed that whenever a contractor working under the terms of the National Pipe Line Agreements is bidding work where others also bidding work on that particular project are not working under the terms and conditions of the National Pipe Line Agreements, the signatory contractor will be authorized to bid such drilling work on that project with the following modification to the National Pipe Line Agreements. This Agreement is attached to and made part of the National Pipe Line Agreement.

#### A. COMPOSITE CREW

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 customary for the type of work to be performed. It being recognized that the nature of directional drilling work is such that at times it is impossible to adhere strictly to the craft jurisdictional lines. It is further recognized that while this Agreement provides exceptions to the National Pipe Line Agreement the Laborers International Union of North America does not relinquish their traditional jurisdiction for work covered by the National Agreement. The composite crew will be for the drilling operation only.

#### B. HIRING

Because of the specialized nature of the work and because the crews are mobile and travel from location to location, contractor may bring its key personnel which include:

1. Operating Engineers - Drilling Operator, Mud Technician and Mechanic; and
2. Laborers - Floor Hands

The Stewards and all other Employees will be hired under and in accordance with the hiring procedures of the National Pipe Line Agreements.

#### C. OVERTIME

Overtime will be in accordance with the National Pipe Line Agreements.

#### D. REPORTING TIME/WAITING TIME

No waiting time will be applicable except as provided in Paragraph F. If Employees are notified not to report to work at or before 8 PM the preceding day, no reporting time pay will be applicable.

E. WAGE RATES AND CLASSIFICATIONS

1. Wage Rates. The wage rates and fringe benefit contributions set out under the National Pipe Line Agreement 16" and Under Addendum will be applicable except as provided in Paragraph F.

2. Classifications. The classifications are as follows:

a. All operators are Group 1 (Mechanic, Rig Operators, other Equipment Operators - no oilers required); and

b. All laborers will be at the basic rate.

3. Coverage.

a. The above conditions will apply automatically in the following states: Alabama, Arizona, Arkansas, Colorado, District of Columbia, Florida, Georgia, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Mississippi, Missouri, Nebraska, New Hampshire, New Mexico, North Carolina, North Dakota, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, and Wyoming.

b. On work over 16" in the above states a request for use of the Horizontal Directional Drilling Addendum must be made to the PLCA and approved by the Union.

F. Whenever a horizontal drilling contractor is performing covered work for a contractor who is signatory to the National Pipe Line Agreements ("prime contractor") rather than an owner company, then the wage rates, fringe contributions, waiting time and/or reporting time that are applicable to the prime contractor will also be applicable to the horizontal drilling contractor.

G. The terms and conditions of the National Pipe Line Agreements will prevail for all conditions other than those set out herein.

H. This Agreement is made by and between the PLCA and those of its contractor members and such other main line pipeline or drilling contractors who execute an acceptance of the terms and provisions of this Agreement and the Laborers International Union of North America.

The provisions of this Agreement shall become effective on the date of execution when signed by the parties hereto and shall remain in full force and effect through the terms of the National Pipe Line Agreement.

This Agreement as set out above may be extended to other areas by mutual agreement of the parties.

## ATTACHMENT 3

### **LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL PIPE LINE INTEGRITY MANAGEMENT AND MAINTENANCE ADDENDUM**

The conditions set out below will apply in the continental United States for the type of work described below through completion of jobs involving such work. This Integrity Management Addendum will be attached to and made a part of the National Pipe Line Agreement.

#### **A. States**

See list of States below.

#### **B. Coverage**

This Addendum shall cover integrity management of all existing transportation mainline pipelines (existing pipelines) coming within the jurisdiction of the Union. This Addendum is intended to cover on-going maintenance, integrity work, repair, renovation, restoration, removal, reinsulating, rebeveling, reconditioning, modification, dismantling, demolition, and addition /or replacement of existing pipelines, including but not limited to the following:

1. replacement or relocation of existing pipelines, regardless of size, 15 miles or less;
2. hydrostatic testing of existing pipelines regardless of size or length;
3. anomaly investigation and repair including recoating and/or replacement of pipe;
4. installation, removal or replacement of valves, launchers/receivers, and/or appurtenant piping for integrity programs;
5. right-of-way maintenance;
6. casing extension and split casing installation;
7. cathodic protection work; and
8. horizontal directional drill crossings and road boring.

#### **C. Existing Pipelines**

The term "existing pipelines" used within the terms of this Addendum is limited to a constructed pipeline already completed.

#### **D. Wage Rates and Fringe Benefits**

1. In A States – 20% off Wages with full mainline fringes.
2. In B States - 10% off Wages with full mainline fringes.
3. In C States – Full mainline wages and fringes and integrity addendum conditions.

#### **E. Conditions**

1. **Hiring** –In A States 50% Employer/50% Union. In B States 50% Employer/50% Union.
2. **Portability** - Once the crew is hired, the Employer can move that crew within the covered project without change regardless of Local Union jurisdiction.
3. **Composite Crew** – All Employees will work under a composite crew concept as determined by the Employer and the Union. The parties understand that the nature of this work requires working in a cooperative effort, making it sometimes difficult to adhere to strict jurisdictional guidelines. Thus, Employer shall make every reasonable effort to man specific tasks according to the jurisdiction of the Union and shall maintain a fair and balanced craft ratio in the overall manning of the job.
4. **Time** – The Employee’s time will start at the jobsite which will be determined at the discretion of the Employer.
5. **Assembly Point** – Assembly Point(s) will not be established more than twenty (20) miles distance from living accommodations. This distance may be increased beyond the twenty (20) miles when circumstances warrant as agreed to by the Parties. The establishing of Assembly Point or points will not affect the location of the warehouse.
6. **Initial Pre-Job** – Initial pre-job will be with International Representatives.
7. **Additional Coverage** - The PLCA may request additional coverage to this Addendum by written request.
8. **Term** - The term of this Addendum will be the same as the National Pipe Line Agreement. This Addendum includes the entire Agreement on integrity management work reached by the parties and no past practice or precedence will apply to work covered by this Addendum.

#### **F. National Pipe Line Agreement**

All other terms and conditions of the National Pipe Line Agreement between the Pipe Line Contractors Association and the Laborers’ International Union of North America will remain in effect.



LIST OF STATES

A	B	C
ALABAMA	COLORADO	CALIFORNIA
ARIZONA	CONNECTICUT	ILLINOIS
ARKANSAS	DELAWARE	INDIANA Zones 1, 1A and Elkhart, Fulton, St. Joseph, Kosciusko, LaGrange, Marshall, Noble and Pulaski Counties
FLORIDA	D.C.	IOWA Zone 1 and Cedar, Clinton, Lee, Louisa, Des Moines and Muscatine Counties
GEORGIA	IDAHO	MASSACHUSETTS Zone 1
KENTUCKY (Boone, Kenton & Campbell are under Ohio. Crittenden, Henderson, Union and Webster are under Indiana)	INDIANA Zone 3 (except Elkhart, Fulton, St. Joseph, Kosciusko, LaGrange, Marshall, Noble and Pulaski Counties) ( includes Crittenden, Henderson, Union and Webster in Kentucky – Indiana Zone 2)	MICHIGAN
LOUISIANA	IOWA Zone 2 (except Cedar, Clinton, Lee, Louisa, Des Moines and Muscatine Counties)	MINNESOTA
MISSISSIPPI	KANSAS	MISSOURI Zones 1, 2 and 5 and Local 663 counties
NEW MEXICO	MAINE	NEVADA
NORTH CAROLINA	MARYLAND	NEW JERSEY
OKLAHOMA	MASSACHUSETTS Zone 2	NEW YORK Zones 1, 1A, 2, 3, 4 and Delaware, Orange, Sullivan and Ulster Counties
SOUTH CAROLINA	MISSOURI (except Zones 1, 2 and 5 and Local 663 counties)	OREGON
TENNESSEE	MONTANA	PENNSYLVANIA Zone 1
TEXAS	NEBRASKA	RHODE ISLAND
	NEW HAMPSHIRE	WASHINGTON
	NEW YORK Zones 5-13 (except Delaware, Orange, Sullivan and Ulster Counties)	WISCONSIN
	NORTH DAKOTA	
	OHIO (includes Boone, Kenton & Campbell from Kentucky)	
	PENNSYLVANIA Zones 2 and 3	
	SOUTH DAKOTA	
	UTAH	
	VERMONT	
	VIRGINIA	
	WEST VIRGINIA	
	WYOMING	

## ATTACHMENT 4

### **NATIONAL PIPE LINE AGREEMENT INTERPRETATIONS BETWEEN THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA AND THE PIPE LINE CONTRACTORS ASSOCIATION**

The following interpretations of this Agreement have been agreed to by the PLCA and the Laborers International Union of North America and are made a part of the National Pipe Line Agreement, along with the supporting documentation, as set out herein.

1. Vac Truck: In the event that a second employee is needed on a vac truck or similar equipment, that assignment shall go to a Laborer.
2. Handling of Mud Bags: The handling, cutting, and emptying of mud bags in regards to HDD work is the jurisdiction of LIUNA.
3. Well Point Systems: LIUNA and the IUOE share jurisdiction regarding the assembly of well point systems.
4. Cathodic Protection Cad-Welding: Cad-welding (endothermic) is the jurisdiction of LIUNA.
5. Ditch Witch: Hand-held, walk-behind ditchers are the jurisdiction of LIUNA.
6. Compactor: Remote-tethered compactors (whacky-packers) are the jurisdiction of LIUNA.

**APPENDIX B**  
**NATIONAL PIPE LINE PARTICIPATION AGREEMENT**

WHEREAS, the undersigned Employer has entered into a National Pipe Line Agreement with the Laborers' International Union of North America, which requires said Employer to make contributions into designated funds, approved by the National Labor Relations Act, 1947, Section 302(c), at a stipulated rate and under certain conditions;

NOW, THEREFORE, IT IS AGREED by and between the undersigned Employer and the Laborers' International Union of North America, that such Employer hereby subscribes to the various agreements and declarations of trust of the particular funds into which such Employer will be required to make contributions pursuant to the National Pipe Line Agreement, and agrees to be bound thereby and to amendments made or to be made thereto; and authorizes the parties to such trust agreements to name the trustees and successor trustees, and to administer the trusts; and does hereby ratify and accept such trustees and the terms and conditions of said trusts as fully and as completely as if made by said undersigned Employer; provided, however, that no amendments or provisions of said trust agreements shall bind the Employer for any financial obligations beyond that set forth in the National Pipe Line Agreement pursuant to which such contributions are made. Said Employer's obligations shall also be considered within and limited by the construction industry exception of the Employee Retirement Income Security Act, as amended by the Multiemployer Pension Plan Amendments Act of 1980.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

EMPLOYER:

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Title

“By the execution of this agreement on behalf of its affiliated local unions, the Laborers' International Union of North America does so for convenience only and does not assume any

liabilities with respect to such agreements and declarations of trust or with respect to local union contracts to which the Laborers' International Union of North America is not a party."

ACCEPTED:

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA ON  
BEHALF OF ITS AFFILIATED LOCAL UNIONS

By: Terry O'Sullivan  
Title

ACCEPTED:

BY THE TRUSTEES OF THE FOLLOWING

\_\_\_\_\_  
Name of Fund  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Local Union

By: \_\_\_\_\_  
Authorized Business Agent