

NATIONAL DISTRIBUTION AGREEMENT
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NATIONAL DISTRIBUTION AGREEMENT
between
DISTRIBUTION CONTRACTORS ASSOCIATION (DCA),
SIGNATORY CONTRACTORS
and the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AGREEMENT made by and between the DISTRIBUTION CONTRACTORS ASSOCIATION (DCA), its contractor members and such other distribution 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 (LIUNA), hereinafter referred to as the “Union.”

W I T N E S S E T H

WHEREAS, the parties hereto desire to stabilize employment in the Distribution Pipeline and Utility Construction Industry by agreeing upon wage rates, hours, and conditions of employment;

NOW, THEREFORE, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

ARTICLE I
COVERAGE

A. This Agreement shall apply to and cover all distribution pipeline and utility construction work, including other underground distribution facilities for public or private utilities (except sewer and water lines), coming within the jurisdiction of the Union, contracted for or performed by Employers within the United States, as such work is more fully described below. Before any such work is done in the states of Alaska and Hawaii, Employer and Union representatives shall meet to agree upon wage rates and any special conditions which may be necessary in those states. Note: The States of California, Michigan and New Jersey are **exempt** from this Agreement.

B. Distribution pipeline and utility work coming under this Agreement is defined as follows: This Agreement shall apply to and cover the repair, maintenance, construction, installation, treating and reconditioning of distribution pipelines transporting coal, gas, oil, or other similar materials, vapors or liquids (except sewer and water lines), as well as conduit, communication/data lines and power lines within cities, towns or subdivisions, suburban areas, or within private property boundaries, more commonly referred to as “distribution or utility work”, so long as it is not in conflict with the definitions and coverage of the Mainline Pipe Line Agreement as of August 1, 1968; generally speaking from the first metering station, connection, similar or related facility, at which point mainline pipeline construction ceases.

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

C. The work coming under the jurisdiction of LIUNA and covered by the terms of this Agreement includes, but is not limited to, the utility craftsman/Laborers’ work for the clearance of right-of-way preparatory to the installation of the utility line, the demolition and removal of fences, the digging and trimming of trenches and ditches for utility lines; work in connection with the plastic fusion of pipe where laborers’ can demonstrate that they have performed this work in the past; work in connection with the bending of pipe, except the mechanical work involved; work in connection with sewer locator; work in connection with clock springs/composite sleeve operations; work in connection with cathodic protection; Laborers’ work in connection with the distribution of pipe and skids and placing of said skids and pipe over the trench; the cleaning, sealing, etc. of pipe; all Laborers’ work in connection with the lineup crew; the cleaning, wrapping and doping of the pipe 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 the 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; work in connection with sewer locating and associated equipment; flagging; clock springs/composite sleeve work, cathodic protection, and all other general and miscellaneous Laborers' work in connection with the entire operation, falling within the jurisdiction of the Union.

It is further agreed that this Agreement shall apply to geo-thermal heating and cooling systems and cover the installation, dismantling, repairing, reconditioning, adjusting, servicing, handling and laying of pipe, regardless of material, mode or method used in connection with such systems except where a LIUNA Local Union has a collective bargaining agreement covering that work. Composite crews may be used on horizontal and vertical loop piping up to within five feet (5') from the building. Composite crew make up shall be of equal proportions. This is not meant to circumvent historical craft jurisdictions.

Definitions:

A geo-thermal heating and cooling system uses a closed loop solution to exchange heat between the heat pump and the Earth for the purpose of heating or cooling. The geo-thermal heat pump system will include all heat pump equipment, piping, pumps, loop isolation valves and associated accessories and their installation and commissioning including all horizontal piping above and below-ground or piping set in ponds or other waters not considered to be open to navigation. Horizontal below ground piping shall include all piping in shallow horizontal type geo-thermal systems, which is typically installed no deeper than twenty feet (20') below the surface in a horizontal configuration, and all piping in geo-thermal systems utilizing vertical bores from the point that the vertical pipe leaves the completed and grouted bore hold to final connections to the heat pumps.

D. If and when the Employer performs work covered by this Agreement under its own name, or under a subsidiary, or 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 the Employer, or under the name of any other corporation, company, partnership, enterprise or combination or joint venture.

E. All work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by the Employer or any subcontractor of said Employer.

F. In no event shall the Employer be required to pay higher wages, or be subject to more unfavorable working rules, than those established by the Union for any other employer engaged in work covered by this Agreement or any other employer not signatory to this Agreement who has negotiated a more favorable separate agreement with the Union, or who is working within the Union's jurisdiction with the knowledge or tacit approval of the Union. Note: This does not apply to non-union employers.

G. The Employer and the Union recognize that special conditions may exist where it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be considered a violation of this Agreement for the signatory parties to meet and mutually agree to amend this Agreement to address the special conditions on a specific project. Any such amendment shall be in writing and signed by the parties hereto, and sent to the Distribution Contractors Association.

ARTICLE II
SAVINGS CLAUSE

A. In the event that any state or federal statute or regulation shall supersede, invalidate or be in conflict with any clause in this Agreement, such statute or regulation

shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event of such invalidation, the parties will bargain in good faith regarding a requirement or modification for the invalid provision.

ARTICLE III
UNION RECOGNITION AND UNION SECURITY

A. Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent for all employees within the bargaining unit, on all present and future jobsites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election and expressly waives any right it may have to do so.

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

ARTICLE IV
RECOGNITION OF EMPLOYER RIGHTS

A. The Union recognizes that the Employer shall have sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain efficiency on its jobs by the use of any machinery, tools or labor-saving devices, and the right of the Employer to determine the number of employees required for each job and to hire and discharge employees subject to the provisions of this Agreement. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of the Employer not enumerated which do not conflict with other provisions of this Agreement.

B. The Employer agrees that in the exercise of its management rights, it will not take adverse disciplinary action in the absence of just cause.

ARTICLE V
KEY EMPLOYEES

A. The Employer may employ a number of key employees. Consistent with the provisions of this Article, Article VI and Article XI, the term “key employee” shall be defined as a limited number of regular employees who have the experience and qualifications necessary to do the work, and who are necessary to the Employer’s efficiency in carrying out the work covered by this Agreement. The Employer shall furnish the Union with the names and social security numbers of all key employees when employed on the job.

ARTICLE VI
JOB NOTIFICATION AND PRE-JOB CONFERENCE REQUIREMENTS

A. Prior to the commencement of any project under this Agreement, including the unloading, racking and stringing of pipe, the Employer agrees to make notification as soon as possible to the Union at International Headquarters, Construction Department,

905 16th Street, N.W., Washington, DC 20006; Telephone: (202) 737-8320, Fax: (202) 737-2754. This notification will include information describing the location, size and extent of distribution systems and the proposed starting date as specified on the Job Notification Form, Addendum A. It is a violation of this Agreement to start a job without prior notification and a pre-job conference subject to the provisions set forth in Paragraph “C” below.

B. Employer and representatives of the Union, its District Council and/or Local Union (s) having jurisdiction shall hold a pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-job conference for the Employer and the Union to agree on such matters as the length of the work week, Union dues, the number of key employees to be brought in, the number of workers employed consistent with the provisions of this Article, Article V and Article XI, the method of referral, initiation fees or Agency Shop fees, the applicable wage rates and fringe benefit contributions in accordance with the contract, and any other matters, provided that it is agreed that the interpretation of this Agreement shall be a matter for the principal parties hereto. A copy of the completed Addendum D, Pre-Job Reporting Form, will be forwarded to the Union, the applicable Local Union, and the DCA.

C. However, it is recognized that many distribution pipeline construction jobs are awarded on relatively short notice and are of relatively short duration. Therefore, to make notification and to hold a conference prior to commencing each job and segment or segments of work would be unduly burdensome, and would serve no practical purpose for either the Employer or the Local Union. Normally, therefore, only one notification and one pre-job conference will be required except where additional work is expected from the same owning company or municipality during the course of the working season, in which case the Employer will notify the Construction Department via faxed transmission of a completed Addendum A regarding the location, starting date, size and extent of the additional work. Such pre-job conference between the Employer and the Local Union shall be considered as having satisfactorily established the basic conditions

under which any subsequent work shall be performed by such Employer in the Local Union's jurisdiction during the balance of the working season. It is a violation of this Agreement to start a job without prior notification and a pre-job conference.

ARTICLE VII
REPRESENTATION

A. The Union may select one of its members who shall be recognized as Job Steward. The Steward shall perform his/her duties the same as any other worker and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of 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 forty-eight (48) hours previous notice to the Union. A Steward shall not be laid off for any reason other than just cause.

B. The Business Representative of the Union shall have access to any job at any time.

C. The Union agrees to send a copy of this Agreement to each and every one of its Local Unions having jurisdiction over any area in which Employer becomes obligated to perform distribution work, and agrees that the terms of this Agreement shall be recognized by such Local Union and enforced by the Union, so that industrial peace will not be disturbed, and so that the employees may perform Employer's work efficiently and continuously. The Employer agrees as well to furnish its supervisory personnel copies of this Agreement so that they may be familiar with the terms. The administration of this Agreement by the Union is vested in the Local Unions as may be designated by the Union to handle work covered under this Agreement.

ARTICLE VIII
SAFETY AND WORKING RULES

A. The Employer shall have the right to make and revise, from time to time, safety and working rules which are not inconsistent with the terms of this Agreement, or with existing laws.

B. 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.

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 restrictions imposed against the use of any type of machinery, tools, or labor-saving devices. At the discretion of the Employer, employees may be changed from one classification to another within the jurisdiction of the Union.

ARTICLE IX
WORKERS COMPENSATION COOPERATION

A. In an effort to enhance the competitive position of the Signatory Employer 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.

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

ARTICLE X
COMPOSITE CREW

A. The Employer may establish for a project or job a crew or crews known as “composite”, which shall consist of the required rates 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 practical and possible, but not inconsistent with the provisions of this Agreement.

ARTICLE XI
HIRING PROCEDURE

A. It is recognized that because of the specialized nature of distribution pipeline construction work, it is necessary for the Employer to have available experienced and qualified employees, and that both parties shall cooperate to the end that all of the employees hired hereunder shall be capable of performing such distribution pipeline construction work in an experienced and safe manner.

B. After employment of key employees, in accordance with this Article, Article V, and Article VI, the Employer agrees to utilize valid non-discriminatory hiring practices in the local area, not inconsistent with the terms of this Agreement. The Employer further agrees to hire employees covered by this Agreement through the Local Union having territorial jurisdiction, subject to the provisions contained herein. The Union agrees to notify the Employer from time to time regarding the existence of and procedure to be followed in utilizing such hiring procedures.

C. The selection of qualified applicants for referral shall not be based on, or in any way affected by, Union membership.

D. The Employer and Union agree that neither of them shall take any action or refuse to take any action that shall discriminate against any individual with respect to his/her compensation, terms, conditions or privilege of employment because of such individual's race, color, religion, sex or natural origin.

E. Determination regarding the necessity of, as well as the designation of, foremen is the sole responsibility of the Employer.

F. The Employer shall be the sole judge regarding the competency of any applicant and shall have the right to discharge employees. The Employer shall have the right to reject any applicant for employment. If requested, the Employer will confirm any verbal rejection of an applicant for employment by a letter or telegram to the Local Union involved.

G. The Union must refer the employees requested by the Employer at the start of a job within forty-eight (48) hours of the receipt of the Employer's request. The Union must refer employees requested by the Employer after a job has started within twenty-four (24) hours. Whether referred locally or otherwise, if the Union does not comply with these conditions, or if the Union is unable to refer or supply qualified employees, the Employer may secure qualified employees from any other source; in which case, the Employer shall immediately furnish to the Union a list of the names, addresses and social security numbers of the persons so employed.

H. Once the original crew has been employed, in conformity with this Agreement; the Employer shall have the right to keep such crew on all work throughout the territory covered by the particular job for which the pre-job conference was held, regardless of Local Union jurisdiction.

ARTICLE XII

WAGE RATES, FRINGE BENEFITS AND CLASSIFICATIONS

A. In order to have uniform wage rates and fringe benefit contributions, it is agreed that the rates set forth on the DCA/LEBPCT website showing the rates applicable in certain zones by states or counties, shall be recognized as the wage rates and fringe benefit contributions to be paid on the various projects coming under this Agreement. Fringe benefit contributions are included in the rates listed on the DCA/LEBPCT website. Where there are no locally established wage rates and fringe benefit contributions the Union and the Employer shall agree to meet prior to the commencement of a project in order to establish wage and fringe benefit contribution rates.

B. Each individual Employer must execute the National Participation Agreement, a copy of which is included as Addendum E of this Agreement. The Employer must file the National Participation Agreement with the Laborers-Employers Benefit Plan Collection Trust (LEBPCT) at 905 16th Street, NW, 2nd Floor, Washington, DC 20006. By signing the National Participation Agreement, the Employer will not be required to sign any local Participation Agreement.

C. The Employer shall make fringe benefit fund contribution at the rates set forth in the Addendum D and as negotiated in accordance with the aforementioned procedures, 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 LEBPCT, but no less frequently than monthly. The LEBPCT shall distribute all contributions received as soon as practical after receipt to the local or national benefit funds covering the State and Zone within which the work is performed, except as provided in Article XII, Item “E” below.

D. All fringe benefit fund contributions and authorized dues deductions as set out in Addendum D shall be submitted to the Laborers-Employers Benefit Plan Collection Trust.

E. Notwithstanding the terms of any local union negotiated agreement, an Employer signatory to this Agreement shall make the fringe benefit contributions for the Employer's key employee to the trust funds designated by the key employee as their home trust funds, in accordance with the procedures established by Section C of this Article, and shall not be obligated to contribute for the key employee to any other trust funds, provided that the trust funds so designated agree to accept the contributions and credit the key employee or those contributions in accordance with the trust funds' rules. The contributions shall be at the customary rates set by the home trust funds. The key employee for whom contributions are made in accordance with this Section to their designated home trust funds shall look only to those trust funds for benefits.

F. 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 and the DCA shall be notified of this delinquency by the LEBPCT, the Union or by a benefit fund to which the contribution is owed. If the delinquent contributions have not been paid in full within five (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 XXII of this Agreement should a work stoppage occur. The delinquent contractor will be responsible for all costs incurred by the Union in the collection of said delinquent funds.

G. In addition to any action that the Union may take hereunder, the LEBPCT and/or 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 attorney's fees authorized by law or by the Agreement and declarations of trust of the LEBPCT or the benefit funds to which the contributions are owed.

H. 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 the dues to the appropriate Local Union, District Council or benefit funds as soon as practical after receipt.

I. The rates to be paid for intermediate classifications, if and when utilized, shall be as listed below. The amount indicated here shall be the amount per hour to be paid over and above the basic wage rate referred to in paragraph “A” of this Article.

- Crew Leader/Lead Person or Frontline Supervisor (at the discretion of the Employer) 1 dollar and 50 cents (\$1.50)
- Powdermen, Blaster, or Shooters To be negotiated as needed
- Flag person 80% base wage rate/100% fringe benefits

ARTICLE XIII
APPRENTICESHIP

A. The Employer and Union hereby incorporate into this Agreement the terms and conditions of the applicable Local Union or District Council Agreement covering heavy construction with regard to apprenticeship/training. Note: The wages paid to the apprentice cannot exceed the total package wage rate paid to the journeyman working under this Agreement.

ARTICLE XIV
VOLUNTARY LIUNA PAC CHECK-OFF

A. The Employer agrees to deduct and transmit to the Laborers-Employers Benefit Plan Collection Trust (LEBPCT) such amounts from the wages of employees as have been voluntarily authorized by such employees for LIUNA-affiliated PAC.

Transmittals shall occur monthly, and shall be accompanied by an indication on the benefit reporting form of those employees for whom such deductions have been made, and the amount deducted for each such employee.

B. The Union and the Employer agree that the Employer's costs of administering the 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 Laborers' International Union of North America agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said deductions.

ARTICLE XV

CHECK-OFF

A. Upon request of the Local Union or District Council having jurisdiction of the job, and upon presentation of the proper authorization form normally used by the Local Union, executed by the individual employee, the Employer agrees to deduct from the wages of such employee union initiation fees, re-admit fees, Agency Shop fees working dues and monthly dues and any other voluntary contribution as designated by the employee and remit to the Local Union or District Council the amount so deducted.

ARTICLE XVI

LABOR-MANAGEMENT COOPERATION TRUST
OF THE DISTRIBUTION CONTRACTORS ASSOCIATION

A. The Employer agrees to submit to the Labor-Management Cooperation Trust of the Distribution Contractors Association the amount of seven cents (\$.07) per hour for all hours worked by all employees covered under this Agreement, including any extension or renewal thereof. The Employer will remit the foregoing contributions with the other periodic fringe benefit contributions to the Laborers-Employers Benefit Plan

Collection Trust (LEBPCT), as the collection agent for the Labor-Management Cooperation Trust of the Distribution Contractors Association. The Employer shall also submit such reports as LEBPCT deems necessary to verify contributions.

B. The Employer hereby agrees to adopt and be bound by the Agreement and Declaration of Trust establishing the Labor-Management Cooperation Trust of the Distribution Contractors Association. The Union agrees to furnish a copy of said Trust document upon receipt of a written request for same from any party signatory to this Agreement.

ARTICLE XVII

LABORERS' HEALTH AND SAFETY FUND OF NORTH AMERICA (LHSFNA)

A. Areas in which the Employer pays into Health and Safety funds that do not participate with the Laborers' National Health and Safety Fund, the Employer will remit \$.02 per hour directly to the Laborers' Employers' Benefit Plan Collection Trust (LEBPCT) as a collection agent for LHSFNA. The Employer shall also submit such reports that the LEBPCT deems necessary to verify contributions.

ARTICLE XVIII

PENSION, HEALTH & WELFARE, VACATION, TRAINING FUNDS

A. Each Employer signatory to this Agreement designates the Employer Trustees of said Funds as his representatives for the purposes set forth in said Trust Agreements and agrees to be bound to the terms and provisions of said Trust Agreements and/or bona fide local union negotiated agreements covering the collection of fringe benefits, except as provided for in Section E, of Article XII.

B. All such contributions due and owing to such funds shall be deemed and are considered to be trust funds.

ARTICLE XIX

LABORERS' EMPLOYERS COOPERATION AND EDUCATION TRUST

A. The Employer agrees to submit to the Laborers' Employers Cooperation and Education Trust ("LECET") the amount of five cents (\$.05) per hour for all hours worked by all employees of the Employer covered by this Agreement, as set forth in Addendum D, unless the applicable Local Agreement required a contribution to a Local, State, Regional or Tri-Fund, in which case the Regional or Local Agreement provisions shall apply.

ARTICLE XX

HOURS OF WORK, OVERTIME AND HOLIDAY PAY

A. The work week shall be established at the pre-job conference, either five (5)-eight (8) hour days or four (4)-ten (10) hour days and shall be continued throughout the term of the project. The Employer and the Union may agree at the pre-job to shift a 4-10's schedule from Monday - Thursday to Tuesday-Friday if Monday is a holiday. If an agreement is not reached or discussed at the pre-job, the Employer must make a request to the International at least five (5) days prior to the alternative work schedule and be approved prior to implementation.

B. The work week shall begin on Monday and shall end on Sunday. All hours worked by an employee in excess of the established hours per day and in excess of forty (40) straight-time hours per week, as well as hours worked on Sunday, shall be paid for at the rate of time and one-half the straight-time rate.

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

D. All hours worked on any regular workday prior to the starting time and after the quitting time established herein or agreed upon by the Local Union and the Employer shall be paid for at the rate of time and one-half the straight-time rate.

E. Employees shall be paid in full prior to normal quitting time on the project or by direct deposit to the employee's account at a financial institution once each week (on the same day), but in no event shall more than five (5) days (Saturday, Sunday and holidays excluded), wages be withheld. The Employer shall make arrangements with a local bank to cash regular out-of-state payroll checks.

F. If the regular pay day falls on a holiday, the employees shall be paid on the last regular work day before the holiday.

G. If payment is not made as provided herein, the employees shall be paid for waiting time. Waiting time is to be paid for at the rate of two (2) hours pay at the appropriate wage rate for each twenty-four (24) hour period.

H. An employee's paycheck stub or attached statement shall contain an itemized statement showing the breakdown of straight-time hours, overtime hours and all authorized deductions, and must indicate the name and address of the Employer.

I. No adjustments of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative within fifteen (15) days from the pay period in question.

J. Employees who quit shall be paid no later than the next regular pay period.

K. When employees are laid off or discharged, they shall be paid in full immediately. In the event that the employee is not paid immediately, they shall receive two (2) hours' pay at the appropriate hourly wage rate for each twenty-four (24) hour period, or portion thereof, until said check is mailed to an address of the employee's

choice, unless prior arrangements have been agreed to by both parties. The postmark on the envelope will serve as the cutoff for any penalty. For employees that want their paychecks mailed to their primary residence, paychecks will be mailed 48 hours prior to the regular payday. The postmark on the envelope will serve as cutoff for any penalty. Note: It is the responsibility of the employee to keep the Employer updated on his or her last known address.

L. Work performed on New Year’s Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double the straight-time rate. Work performed on Easter Sunday shall be paid at double the straight-time rate.

M. If one of the holidays named on Paragraph “L” above falls on Sunday, it shall be observed on Monday (with the exception of Easter). Accordingly, if such an event occurs, work performed on Sunday shall be paid for at the regular rate (time and one-half) for that day; work performed on Monday will be paid for at double the straight-time rate. If no work is performed on Monday, no pay shall be required.

N. Make-up days are allowed only due to inclement weather or circumstances beyond the control of the Employer. This does not include established holidays.

ARTICLE XXI
REPORTING TIME PAY

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

B. At the start of each job, employees shall furnish the Employer with a current telephone number or other contact; and shall continue to advise the Employer of any subsequent change or changes in such contact information that occur during the course of the job.

C. Any person who reports to work and for whom any work is provided, regardless of the time that he/she works, shall receive the equivalent of not less than four (4) hours pay for said day.

D. Any person who reports to work and who works more than four (4) hours in any one day shall receive the equivalent of not less than eight (8) hours pay for said day.

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

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

ARTICLE XXII
WORK STOPPAGES

A. During the term of this Agreement there shall be no strikes, picketing , work stoppages, slowdowns, lockouts or other disruptive activity over jurisdictional or other disputes including the terms and conditions of this Agreement. It being the good faith intention of the parties that, by their execution of this Agreement, industrial peace shall

be brought about and maintained, the parties agree to cooperate to the end that work may be done efficiently and without interruption. In case of any violation of this Agreement, the Employer and the Union shall be notified immediately.

B. It shall not be a violation of this Agreement for a strike or work stoppage over the non-payment of wages and/or fringe benefits. In the case of fringe benefits, a 72-hour proper written notification from the Union will be required.

C. It shall not be a violation of this Agreement for a strike or work stoppage for violations of Article VI if authorized by the International Union.

ARTICLE XXIII
JURISDICTIONAL DISPUTES

A. The DCA and the Union have agreed that whenever a jurisdictional dispute arises between the Union and any other union over the jurisdictional assignment of work by an individual contractor, there shall be no work stoppage, slow-down or any disruptive action by any of the parties. Said dispute shall be immediately submitted to the General Presidents of the Unions involved for mutual resolution. The DCA and the Employer shall abide by the decision reached by the Unions involved.

ARTICLE XXIV
PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

A. Grievances, disputes or differences of opinion between the Employer's supervisory personnel and employees or 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. Disputes that cannot be adjusted between the Employer and the Local Union within forty-eight (48) hours after they arise shall be referred to the Executive Vice

President of the DCA and the General President of the Union, or his designee, and they shall take such steps as they deem necessary to adjust such differences of opinion or dispute.

C. If, within forty-eight (48) hours, no adjustment or settlement is resolved by the procedure of Section “B” above, the matter shall immediately be referred, in writing, to an Arbitration Board consisting of one (1) member appointed by the Employer and one (1) member appointed by the Union. These appointments shall be made within forty-eight (48) hours after referral. A neutral Chairman will be selected by these appointees. In the event that the two (2) Arbitrators, so appointed, fail to agree within forty-eight (48) hours on the selection of a neutral Chairman, the parties shall request the Director of Federal Mediation and Conciliation Service to appoint a Chairman as soon as it is reasonably possible.

D. The Arbitration Board shall not have the power to amend, add to, or alter the provisions of the Agreement, but shall, within five (5) days of appointment of a Chairman, render a decision, based on the evidence submitted by the parties, consistent with the term and provisions of this Agreement. The majority or unanimous decision of the Arbitration Board shall be binding by both parties. In the event, however, that either party fails to comply with a decision of the Arbitration Board within ten (10) days, either party may take legal and/or economic action.

E. Each of the parties shall bear the expense of its appointed Arbitrator and the parties shall jointly and equally bear the expense, if any, of the Chairman.

F. Any time limitations in the grievance procedure may be extended by mutual agreement of the parties.

ARTICLE XXV
COMPETITIVE BIDDING

A. In the event any Employer signatory to this Agreement is confronted with non-union competition, the Employer may apply to the Union to work out a competitive wage and/or fringe rate. This will be on a project-by-project basis. The Employer must notify the Union of such request as soon as possible in order to have sufficient time to investigate such request.

ARTICLE XXVI
OPERATOR QUALIFICATION

A. LIUNA and the DCA agree to work in a cooperative manner with all the training trust funds throughout the country to educate our membership to any extent possible to achieve the operator qualification standards that may be required to be used for owners throughout the country. To obtain local or regional training information, please contact LIUNA Training and Education Fund at (860) 974-0800 or the Construction Department, LIUNA Headquarters at (202) 942-2237. In light of the operator qualification legislation and safety training requirements placed on us by LDC's and pipeline companies: All prospective employees may be required to attend Union sponsored programs of up to eight (8) hours a year.

ARTICLE XXVII
SUBSTANCE ABUSE POLICY

The following Substance Abuse Policy will apply when substance abuse programs are required by the client, or federal or state law and regulations. All workers subject to DOT, PHMSA and FMCSA regulations (49 CFR parts 199 and 382) will be given a copy of this policy. The Employer shall make copies of this policy available to others upon request.

The DCA and those of its contractor members and such other distribution contractors who execute an acceptance of the terms and provisions of this Agreement and the Union recognize that drug and/or alcohol abuse by any employee could seriously endanger employees and the public and effect work performance in our very competitive industry. Therefore, the parties have agreed that (1) no applicant who fails a drug or alcohol test will be hired, and (2) with respect to any employee, it is just cause for immediate discharge for “the sale, use or possession of prohibited drugs and alcohol while on duty or on company property” and for “failing a drug or alcohol test” administered under this policy. “Failing a drug or alcohol test” means that conformation test results subject to DOT testing procedures (49 CFR Part 40) and (199 CFR Parts 40 and 382), show positive evidence of the presence of a prohibited substance in an applicant’s/employee’s system.

The parties hereby adopt this Substance Abuse Policy to specify the circumstances under which drug testing may be required and the procedures for conducting such testing. For purposes of this Policy “prohibited drug” means any of the following substances specified in Schedule I or II of the Controlled Substance Act, 21, U.S.C. 801.812: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

A. TESTING CIRCUMSTANCES

An applicant or employee may be required to submit to drug testing under the following circumstances as required under DOT Rule 49 CFR Parts 199 and 382 and subject to drug testing procedures in DOT Rule 49 CFR Part 40:

1. Pre-Employment Testing - No applicant (where required by contract or federal or state law) will be hired unless such person passes a drug test or is covered by documentable evidence of participation in a continuing random testing program which conforms to the Department of Transportation Rule 49 CFR Parts 199 and 382 for CDL holders.

2. Post-Accident Testing – No later than thirty-two (32) hour after an accident, the Employer shall test each employee or supervisor whose performance either contributed to the accident or cannot be completely discounted as a contributing factor.

3. Random Testing – The Employer shall drug test per PHMSA at least twenty-five percent (25%), FMCSA at least fifty percent (50%) of its employees every twelve (12) months or at a rate as otherwise determined by the agency.

4. Testing Based on Reasonable Cause

(a) The Employer shall require a drug test for an employee when there is reasonable cause to believe that the employee is using a prohibited drug.

(b) The decision to test must be based on a reasonable and articulable belief that the employee is using a prohibited-drug on the basis of specific, contemporaneous physical, behavioral, or performance indicators of probable drug use. At least two (2) of the employee’s supervisors, one of whom is trained in the detection of possible symptoms of drug abuse, shall substantiate and concur in the decision to test any employee. Only one (1) supervisor is required to substantiate the decision to test for contractors with fifty (50) or fewer employees. A written report describing the employee’s condition shall be completed, dated and signed by the observer (s), and copies made available to the employee and the Union. In such cases, the employee’s immediate supervisor (s) may, in a confidential manner, order the employee to submit to substance abuse testing.

(c) A third party reporting that an employee is impaired in his/her duties due to the use of prohibited drugs shall not constitute reasonable cause, but may be cause for the observation of the employee.

B. TESTING PROCEDURES

1. Drug testing collection, analysis and verification associated with this policy shall meet the standards of quality assurance and quality control as prescribed by the United States Department of Transportation: Procedures for Transportation Workplace

Drug Testing Programs, 49 CFR Part 40, last updated March 11, 2010, and as may be subsequently amended. This includes, among other things, the use of trained collectors, certified laboratories, chain of custody procedures, split sample collection and the use of a Medical Review Officer (MRO).

2. Refusal of the applicant or employee to provide the necessary test samples or to intentionally interfere with the testing procedures shall be cause for refusal to hire or disciplinary action up to and including discharge.

C. REPORTING PROCEDURES

1. The Employer shall designate a person to receive, report and file, testing information transmitted by the clinic or laboratory. The Union will be notified regarding the person designated by the Employer for this purpose. This person shall be the Designated Employer Representative (DER).

2. (a) The laboratory or clinic shall report test results only to the Employer's MRO.

(b) No reports shall be made by telephone.

(c) The MRO, laboratory or clinic shall ensure the confidential security of the data transmission and limit access to any transmission, storage and retrieval system to those persons agreed to by the Employer, employee and Union.

(d) Neither the Employer, the MRO, nor any Union official shall disclose test results to any other person, except as provided in 49 CFR 199.21 for compliance monitoring purposes, unless the employee files a grievance concerning discipline and/or disclosure to others is necessary in order to process the grievance, to present the grievance to other Union members, in connection with a union decision concerning whether to arbitrate the grievance, or to present the grievance to an arbitrator.

3. Test results which are confirmed positive will be verified by a Medical Review Officer before being reported to the Employer. The employee will be contacted by the MRO and given an opportunity to provide a medical explanation for a confirmed positive result.

4. If a test result is verified as positive by the MRO, the employee will be notified of his/her right to request that the MRO have his/her split sample tested at another certified lab of the employee's choice. The employee must exercise this option within 72 hours of notification and will pay the cost of the split sample. If the split sample is negative, the result will be reported to the Employer and the employee will be reimbursed for the cost of the test.

5. Upon written authorization by the employee, the Employer shall send copies of all documents relating to the drug test to the Union.

6. Recordkeeping – The Employer will maintain those records required by 49 CFR Parts 199 and 382, and where applicable, will allow operator access to these records in accordance with the regulations.

D. ALCOHOL USE

The following provisions relate to alcohol misuse and testing pursuant to DOT, PHMSA, and FMCSA regulations 49 CFR 40,199, and 382.

1. The following alcohol-related conduct will be prohibited while performing a safety-sensitive function for an Employer.

(a) while having an alcohol concentration of 0.04 or greater as indicated by an alcohol breath test, or other DOT approved alcohol testing method,

(b) while using alcohol,

(c) within four (4) hours after using alcohol, including alcohol-based medicines,

(d) if alcohol is used after being called to duty to respond to an emergency;

and (e) within eight (8) hours after being involved in an accident, unless a Post Accident test has already been administered after the accident.

2. Employees may be required to submit to an alcohol breath test or other DOT-approved testing method under the following circumstances:

For all DOT-covered positions:

(a) Post Accident Conducted within two (2) hours after an accident or employees whose performance could have contributed to the accident. The alcohol test shall be conducted first and the drug test shall be conducted second.

(b) Reasonable Suspicion Conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol misuse.

(c) Return-To-Duty and Follow-Up Conducted when an individual who has violated the prohibited alcohol conduct standards returns to performing safety sensitive duties.

For individuals possessing a Commercial Drivers License (CDL):

(a) Pre-Employment Conducted prior to an individual being hired, or transferred into a safety sensitive position (including current employees obtaining a CDL).

(b) Random Conducted on CDL-licensed employees at regular intervals spread throughout the year at an annualized rate established by DOT.

3. Alcohol Testing Procedures

Testing personnel procedures will meet the standards of and conform to 49 CFR Part 199, Part 382 and Part 40.

(a) Any result less than 0.02 alcohol concentration will be considered a “negative” test.

(b) Any result equal to or greater than .02 alcohol concentration will be confirmed using a evidential breath testing (EBT) device that prints out the results, date, time, test number, and name and serial number of the EBT.

(c) Those whose test results record at 0.02 or greater, but less than 0.04 alcohol concentration will be removed from safety-sensitive duties until:

(i) the individual has tested below 0.02 on a confirmation test OR

(ii) the start of the employee’s next regularly scheduled duty period, but not less than eight (8) hours after the determination of the test indicating greater than 0.02 (for testing situations under CDL provisions this time period is twenty-four (24) hours.)

4. Consequence of Testing Positive

Any employee who is found to be in violation of the prohibited alcohol-related conduct described in Section D, Number 1, or refuses to take a test under such

circumstances, will be removed from safety-sensitive functions immediately. Those individuals in violation of prohibited alcohol-related conduct may be subject to disciplinary procedures up to and including termination. Discipline will be determined on a case by case basis and subject to the representational and grievance procedures of this Agreement.

Those so removed cannot return to such duties until they have (1) been evaluated by a substance abuse professional (SAP), made available and paid for by the Employer, who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse; and (2) had a “negative” Return-To- Duty test (alcohol concentration of less than 0.02).

In addition, each individual, before returning to duty to perform a covered function, and who was identified by the SAP as needing assistance in resolving problems associated with alcohol misuse, shall be evaluated by an SAP to determine that the employee has properly followed any rehabilitation program prescribed by the SAP.

Employees who have returned to duty into a covered position will be subject to unannounced follow-up drug and alcohol tests not to exceed sixty (60) months in duration.

E. REHABILITATION

Employees will be informed regarding the extent to which rehabilitation and/or EAP/SAP services are available to them. Services available will include those covered by the applicable Health and Welfare Plan as well as those available through the Union or through the community. Employees will be encouraged to take advantage of the counseling or rehabilitation services available to them. Employees who rehabilitate through one of these services and it is confirmed by a substance abuse professional (SAP) that they are rehabilitated, will be rehired by the Employer if there is a position available performing the type of work the employee is qualified to perform. Employees who test positive after the return to work policy will not be eligible for future employment and must incur the expense for the failed drug/alcohol test.

F. EMPLOYEE EDUCATION

The Employer will provide or ensure the availability of an education program for its employees who will include display and distribution of the following to all covered employees and the Union:

- (a) informational materials on the risk factors and dangers of alcohol and drug abuse with regards to health, workplace safety and home life;
- (b) informational materials on the signs and symptoms of alcohol and drug misuse (self risk assessment and among coworkers);
- (c) display and distribution of community service hot line telephone numbers for employee assistance, counseling, and/or rehabilitation; and
- (d) display and distribution of this policy regarding prohibited alcohol and drug related conduct, including specific identification of the safety-sensitive functions which are subject to the policy, testing procedures used as well as safeguard and other notification requirements included in 49 CFR Part 199 and 382.

G. SUPERVISORY TRAINING

The Employer will provide or ensure the availability of a training program for supervisory personnel to ensure that persons designated to determine whether reasonable suspicion exists to require an alcohol or drug test are qualified to do so. Supervisors must have completed controlled substance and alcohol misuse training (60 minutes per program) prior to requiring an employee to undergo reasonable suspicion testing.

Training will cover the physical, behavioral, speech and performance indicators of probable alcohol or drug misuse. Union representatives will be allowed to attend the supervisory training program on alcohol misuse.

H. CONDITION OF EMPLOYMENT

Compliance with this Substance Abuse Policy is a condition of employment. The failure or refusal by any applicant or employee to cooperate fully by signing the consent

form, or submitting to any test or any procedure under this Policy will be grounds for refusal to hire or termination.

I. APPLICATION OF POLICY TO OTHERS

The Substance Abuse Policy applies not only to all applicants or employees of the Employer, but also to all other employees of any subcontractor or any other individuals(s) while they are on any property under direct control of the Employer.

ARTICLE XXVIII

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 right to reinstatement with or without back pay from the Employer.

ARTICLE XXIX

EFFECTIVE DATE, TERMINATION AND RENEWAL

A. This Agreement shall become effective June 1, 2017, when signed by the parties hereto and shall remain in full force and effect until its termination as provided herein below.

B. The provisions of this Agreement shall continue in full force and effect until May 31, 2022, subject to being reopened for wage adjustments, which would be

2017 – 2022 National Distribution Agreement

effective on and after June 1, 2020, and thereafter from year to year until terminated at the option of either party by written notice, no less than sixty (60) days, and no more than ninety (90) days prior to the anniversary date of this Agreement.

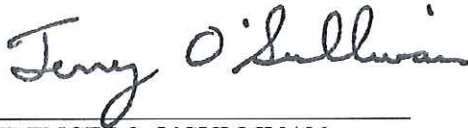
C. It is further understood that no liability shall arise on the part of the International Union herein by reason of any unauthorized act by an employee of said Employer, or any Local Union or official thereof, affiliated with the International Union, unless and until such unauthorized act is brought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

D. It is understood that the DCA is acting merely as the collective bargaining agent in the negotiation of this Agreement and that it is the 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 contractors signing the same.

2017 – 2022 National Distribution Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____
day of May, 2017.

LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA



TERENCE M. O'SULLIVAN
General President



ARMAND E. SABITONI
General Secretary-Treasurer

DISTRIBUTION CONTRACTORS
ASSOCIATION



DAVID A. NELSON
Chair, DCA Labor Committee



ROBERT G. DARDEN
Executive Vice President

ADDENDUM A

NATIONAL DISTRIBUTION AGREEMENT

JOB NOTIFICATION FORM

Please mail and/or fax a completed copy of this form to LIUNA prior to the commencement of any project that is to be performed under the National Distribution Agreement.

TO: Laborers' International Union of North America (LIUNA)
Construction Department
905 16th Street, N.W., Washington, DC 20006
Telephone: (202) 737-8320 Fax: (202) 737-2754

Date: _____

Client/Owner's Name and Address:

Project Location: _____

(City/County/State) _____

Starting Date: _____ Approximate Duration of _____

Description of Work: _____

Length of Job Miles: _____

Size of Pipe: _____

Contractor Name Address City State Zip Code

Telephone Number: _____ Fax Number: _____

Authorized Signature _____ Printed Name and Title _____

ADDENDUM C

NATIONAL DISTRIBUTION AGREEMENT

Acceptance of Agreement

The undersigned has read and hereby agrees with the Union to accept and be bound by all of the terms and conditions of the National Distribution Agreement for the United States of America, between the Distribution Contractors Association, Signatory Contractors and the Laborers' International Union of North America, and also agrees to be bound by all renewals, changes or extensions hereto made by the original parties, unless notice of termination is given in writing by either the Union or the Employer to the other party no less than sixty (60) days nor more than ninety (90) days prior to any termination date.

FOR THE EMPLOYER: **Please type or print the following information**

COMPANY NAME: _____

SIGNATURE: _____

NAME/TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE/FAX: _____

DATE: _____

FOR THE UNION:

TERENCE M. O'SULLIVAN
General President

DATE: _____

Please forward this document to the following address:
Laborers' International Union of North America
Construction Department
905 – 16th Street, N.W.
Washington, DC 20006

ADDENDUM D

**NATIONAL DISTRIBUTION AGREEMENT – PRE-JOB
REPORTING FORM – PART ONE**

MEETING DATE: _____ LOCAL UNION #: _____
STATE: _____ JURISDICTION (MUNICIPALITY/COUNTY): _____

In consideration of the mutual covenants, duties, payments and obligations stipulated by the National Distribution Agreement, the LABORERS' INTERNATIONAL UNION (LIUNA), the DISTRIBUTION CONTRACTORS ASSOCIATION (DCA), and _____ (CONTRACTOR) agree that the conditions below, shall apply to the performance of this contract. The provisions of the National Distribution Agreement shall be binding upon, successors, transferees, and assignees of the parties executing this Agreement.

CUSTOMER: _____
PROJECT LOCATION: _____
PROJECT MANAGER: _____ TELEPHONE: _____
FOREMAN: _____ TELEPHONE: _____
WAREHOUSE LOCATION: _____ TELEPHONE _____
SUB-CONTRACTOR: _____
ADDRESS _____ CONTACT PERSON _____
JOB DESCRIPTION: _____

PIPE SIZE: _____ DISTANCE: _____
START DATE: _____ PROJECTED DURATION OF PROJECT: _____
PAY PERIOD (check one): WEEKLY _____ BIWEEKLY _____ WORK WEEK: _____ HRS/DAYS _____
NUMBER OF LABORERS: _____ TOTAL WAGE PACKAGE: _____ (complete wage/fringe on back)
NUMBER OF KEY EMPLOYEES(S) : _____ (Specify name(s), Soc. Sec. Number(s) and Local Union affiliation)

STEWARD: _____ REPORT DATE: _____ TO WHOM: _____

ADDITIONAL REMARKS: _____

UNION REPRESENTATIVE: _____ DATE: _____

CONTRACTOR REPRESENTATIVE: _____ DATE: _____

Forward copies of this report to the following:

- 1. LIUNA – Construction Department (Headquarters)
905 16th Street, N.W.
Washington, DC 20006
- 2. Distribution Contractors Association
101 Renner Road, Suite 460
Richardson, TX 75082-2003
- 3. Local Union # _____

ADDENDUM D

**NATIONAL DISTRIBUTION AGREEMENT PRE-JOB
REPORTING FORM – PART TWO
WAGE RATE & FRINGE BENEFIT DATA**

GROSS HOURLY RATE: _____

LESS: _____

HEALTH & WELFARE _____

PENSION: _____

TRAINING: _____

LABOR-MANAGEMENT COOPERATION
TRUST OF THE DISTRIBUTION
CONTRACTOR ASSOCIATION: _____

LEBPCT: _____

LECET: _____

_____: _____

_____: _____

_____: _____

GROSS PAYCHECK PAY: _____

LESS: _____

VACATION: _____

DUES: _____

_____: _____

_____: _____

NET PAYCHECK PAY: _____

ADDITIONAL WAGE/FRINGE RELATED INFORMATION: _____

KEY MEN FRINGES: _____

ADDENDUM E

**National Participation Agreement
and the
Laborers-Employers Benefit Plan Collection Trust**

Background

1. The Employer has entered into a Collective Bargaining Agreement with the Union which requires the Employer to make periodic contributions to various benefit funds with regard to employees covered by that agreement. These funds are subject to Section 302 (c) of the Labor Management Relations (Taft-Hartley) Act which requires contributing employers to adopt the funds' trust agreements as a condition of contributing. The Employer wishes to satisfy the obligation with regard to all funds by execution of a single document.
2. The Employer also wishes to satisfy its periodic contribution obligations to all of the benefit funds by submitting its required payments and reports to the Laborers-Employers Benefit Plan Collection Trust ("Collection Trust") which, as a clearinghouse, will distribute the payments received from the Employer to the appropriate funds in accordance with the terms of the Collective Bargaining Agreement.

Agreement

To accomplish the purposes described above and in consideration of the mutual promises reflected in the Collective Bargaining Agreement of which this Agreement is a part, the Employer and the Union hereby agree as follows.

1. The Employer hereby adopts and accepts the Agreement and Declaration of Trust of each of the benefit funds named in the Collective Bargaining Agreement to the same effect as if the Employer signed each such document. The Employer hereby acknowledges that it has received each Agreement and declaration of the trust or that each such document has been made available to the Employer.
2. All benefit fund contributions required by the Collective Bargaining Agreement shall be submitted to the Collection Trust. The contributions shall be made at the rates set forth in the Collective Bargaining Agreement. The contributions shall be submitted to the Collection Trust at such times and in such manner as required by the Collection Trust, but no less frequently than monthly. The Employer shall also submit to the Collection Trust such written reports verifying contributions as the Collection Trust may require. The Employer shall remit to the Collection Trust six cents (\$.06) per work hour for processing the aforementioned fringe benefits and other contributions. The remittance amount shall be indicated in the designated place on the benefit reporting form.
3. The Employer's contributions shall be deemed paid upon receipt by the Collection Trust. The Collection Trust shall distribute the payments that it receives to the

appropriate funds, in accordance with the Collective Bargaining Agreement, as soon as practicable after receipt.

4. In the event that the Employer fails to submit contributions or reports when due, the Employer shall be subject to all rules, procedures, and remedies relating to delinquent contributions that each benefit fund has adopted, which may include the imposition of interest, liquidated damages, and attorney's fees, and the commencement of a lawsuit.

5. Each benefit fund shall be entitled, from time-to-time, to audit the payroll and related records of the Employer to verify the accuracy of the contributions made by the Employer. Such an audit shall be at the benefit fund's expense, unless the Employer is delinquent and the benefit fund's rules provide otherwise.

6. The terms of this Participation Agreement shall remain in effect for the term of the current Collective Bargaining Agreement, and thereafter for the term of each successor or replacement Collective Bargaining Agreement between the Union and the Employer unless and until this Participation Agreement is expressly terminated by a written Agreement between the Union and the Employer and such Termination Agreement is delivered to the Collection Trust.

Acknowledgement

The Employer and the Union acknowledge their agreement to the terms set forth above by causing their authorized representatives to place their signature below.

FOR THE EMPLOYER:

Name of Employer: _____

Name of Representative: _____

Signature: _____

Date: _____

FOR THE UNION:

Name of Union: _____

Name of Representative: _____

Signature: _____

Date: _____

Return to:

Laborers-Employers Benefit Plan Collection Trust
905 16th Street, NW
Second Floor

Washington, DC 20006