

Laborers'
International
Union of
North America

LiUNA!

Feel the Power

Pipeline Steward's Manual

CONSTRUCTION DEPARTMENT

1: Roles and Responsibilities of the LIUNA Steward

Introduction

You have a great opportunity as a LIUNA steward.

As a steward, you solve problems on the job site.

You protect our union's jurisdiction.

You communicate the union's message to members.

You build unity and solidarity.

To most of the workers on your job site, you *are* the union.

This is a great opportunity and an important responsibility.

This is why LIUNA is investing the time and resources to teach you as much as possible about your position as a steward. Of course, you have already proven your leadership ability--or else you wouldn't be reading this manual. But all of us can always learn more. That's what this manual is all about.

The manual outlines the things you'll need to know to do your job well. There are other skills you can only learn on the job and from your union leaders.

If you have questions, contact your Local Union leaders. They are always willing to share their experiences and ideas with you. They are there to help you.

LIUNA History

As a LIUNA steward, you serve an important role in one of the most dynamic unions in the construction industry and the labor movement.

The Laborers' International Union was organized on April 13, 1903 by a group of 8,000 individuals comprised of mostly immigrant construction workers. This was a group of workers who other trade unions said were unskilled and who others did not want in their membership. Originally chartered as the International Hod Carriers' and Building Laborers' Union of America, our union became a major player in the trade union movement.

Membership grew through aggressive organizing campaigns, affiliations with other unions, and the protecting of Laborers' jurisdiction. The union changed its name in 1965 to the Laborers' International Union of North America, reflecting its expansion beyond the construction industry.

Over the years, the union established many innovative programs and initiatives to benefit its members.

In 1994, the Construction Craft Laborer was certified an apprenticeable craft by the U.S. Department of Labor.

110 plus years later after its organization, LIUNA is a leader in the American labor movement, known for its diverse membership, history of inclusion, and progressive policies.

Today, LIUNA represents more than a half million workers in the construction industry, public sector, health care, and industrial fields. That strength helps build America, protect the middle class, and defend working men and women.

LIUNA Structure

LIUNA Headquarters is located in Washington, D.C., just blocks from the White House.

The International Union is responsible for collectively bargaining national agreements, like the National Pipe Line Agreement. The International Union also represents its members on Capitol Hill, oversees organizing initiatives to grow our union, and partners with union signatory contractors to expand work opportunities for LIUNA members.

There are several professional departments at the International Union that offer services intended to make things better for LIUNA members. Some departments are Education, Organizing, Legislative and Political, Legal, Minority Advancement, and Strategic Communications.

LIUNA holds a convention every five years where delegates from the United States and Canada vote on resolutions to the International Constitution. The Constitution sets the guidelines for governing the union. All of the officers of the International Union, including the General President, the General Secretary-Treasurer, and 14 Vice Presidents, are subject to membership election immediately following the General Convention.

Tri-Funds

LIUNA has three independent labor-management trust funds that offer further services. These programs include:

LIUNA Training
Laborers-Employers Cooperation and Education Trust (LECET)
Laborers' Health and Safety Fund of North America

Collectively, these programs are known as the LIUNA Tri-Funds and they work with union-signatory contractors to provide members with job training, work opportunities, and safe job sites.

Regional Offices

There are 9 LIUNA Regions with offices and staff including Regional Managers and International Representatives that provide assistance to the District Councils and Local Unions within their regions, and represent the International to each.

There are also 12 Regional Organizing Funds administered by the Regional Offices. Collectively, there are more than 400 staff organizers who work full-time to organize new workers and grow the size and strength of LIUNA's membership.

District Councils

Almost every Local Union is affiliated with one of LIUNA's 43 District Councils, and many are structured on a statewide basis. District Councils are responsible for negotiating collective bargaining agreements for affiliated Local Unions, fostering harmony and united action between affiliated Local Unions, and promoting unity of action in dealing with employers.

Local Unions

As a member, you are represented on the job by your Local Union. There are currently 370 Local Unions in the United States and Canada.

Your Local Union Business Manager shoulders the responsibility of the Local Union, sometimes with the assistance of one or more field representatives or business agents. In addition, the Business Manager may appoint stewards, like you, to provide day-to-day representation on job sites.

The Local Union is responsible for enforcing the terms and rights of members under all Collective Bargaining Agreements, assisting members in finding employment through its referral service or hiring hall, providing training and apprenticeship opportunities to members, and enforcing laws and regulations on the job site.

Collective Bargaining

Collective bargaining is the guiding principal of all labor unions. The labor movement was formed by workers coming together, demanding change, and improving their working lives. The voice of the individual worker is strengthened when it speaks with the power of others.

The process of collective bargaining involves the union negotiating on behalf of its members with construction employers to achieve a **Collective Bargaining Agreement** (CBA) or union contract. The Collective Bargaining Agreement outlines the terms and conditions of the job site, including wages, hours of work, and working conditions.

The union contract is legally binding on both parties, the union and the employer. For the contract to be effective, both sides must closely follow the rules and terms laid out in the agreement. Any violation of the Collective Bargaining Agreement is considered a **grievance** and must be corrected.

LIUNA is signed to many various Collective Bargaining Agreements, including Local Union Agreements, Specialty Agreements, and National Agreements like the National Pipe Line Agreement. Depending on which agreement you are working under determines your wages and working conditions for that project.

On all pipeline projects, the contractor and LIUNA shall conduct a **pre-job conference** that will include work assignments for each craft and any other project rules, conditions, and terms. The LIUNA steward should be aware of any job specific changes to the terms and conditions of that project. (The Pre-Job Conference Report form and the National Pipe Line Agreement Pre-Job Conference Report form can be found in Tab 6 of this manual.)

The union may also sign a **Project Labor Agreement (PLA)**, a pre-hire Collective Bargaining Agreement that establishes the terms and conditions of a specific construction project. All PLAs and CBAs are similar in structure, but each have their specific differences. Regardless of which agreement you are working under, a LIUNA steward must be educated and well versed on the agreement's specific terms and conditions.

Pipeline Steward

The first, and perhaps most vital, contact between members and their union is the LIUNA steward. The LIUNA steward is the union's primary representative in the workplace. The LIUNA steward is a legal representative of the union. As such, the steward has a strong influence on their fellow members' image of the Local Union, the International Union, and the labor movement in general.

Most union members do not personally know the General President of the International Union. In a large Local Union, it is also unlikely that the member has a personal relationship with the Local Union Business Manager or other officers. The lack of contact with union representatives is compounded by the fact that many members do not attend union meetings. Therefore, the LIUNA Steward is the one person in the union structure with whom the member is in contact, often on a daily basis.

It has been the historical practice under the National Pipe Line Agreement for the International Union to appoint job stewards in consultation with participating Local Unions.

A LIUNA steward has many duties, including solving job site problems and issues, protecting LIUNA's jurisdiction, educating members on their contract, and communicating the Local Unions' message to members. Stewards are the cornerstone of the union, and effective stewards build stronger unions.

The Role of the Steward

The LIUNA steward wears many hats, uses many different tools to perform the job, and is the foundation of the job site. Some of the important roles of the LIUNA steward include:

Problem Solver. When members have a problem, they bring it to their steward. Some problems are job related; others are not. The steward helps the member and others who may be affected to identify possible solutions and work for necessary changes. Some problems many need assistance from the Local Union to solve.

Leader. LIUNA members look to stewards for knowledge, experience, and guidance. By working with members to stand up for their rights on the job and encouraging members to participate in the union, stewards help build an active and unified membership.

Communicator. Stewards are the key points of contact between LIUNA members and their union leaders. Stewards are responsible for keeping Local Union leaders informed about members' concerns and questions, and for keeping members informed about LIUNA's programs and goals.

Educator. LIUNA stewards help members learn how to use and understand the contract, police and protect jurisdiction, participate in the union, and learn about broader issues that affect them and their communities.

Organizer. Stewards help Local Union officials organize members to participate in activities designed to improve conditions on the job and in our communities. Stewards do this by:

- Signing up and educating new employees.
- Policing and protecting LIUNA jurisdiction from other crafts.
- Understanding the terms and conditions of the Collective Bargaining Agreement
- Increasing unity among members.
- Increasing participation in union meetings.
- Supporting LIUNA legislative campaigns to benefit working people.
- Increasing contributions to LIUNA PAC, the Laborers' political action fund.
- Supporting LIUNA's efforts to build alliances with community organizations on common goals.

What is Expected of a Union Steward?

The LIUNA Steward is a very important part of the Local Union. Without effective and aggressive stewards, a union cannot adequately represent its members. Effective stewards are the backbone of an effective labor organization. The steward is the Local Union's legal representative on the job and how that steward handles their job is often how members view their Local Union. If the steward is fair and honest in their dealings with members, they will earn their respect. On the other hand, if the steward is incompetent in their responsibilities as a steward, members will most likely not have much respect or pride in the organization.

Stewards have to be conscious of the fact that many workers look to them for leadership. It is important that the steward be capable of performing the work which is required of a Laborer in the pipeline industry. Pipeline stewards need to have had experience in all or most of the various crews in pipeline construction, like coating, tie-in, and environmental crews. No one respects a person who is not a proficient worker. The steward must remember the example that they set is important. A steward who is a poor worker will not gain the respect of the members they are supposed to be representing, nor will they be respected by the contractor.

A steward who attempts to use their position for their own personal benefit or gain is not helping the Local Union and its members. The steward must remember that they are LIUNA's representative for all members on the job. Just because the steward may not get along with certain members or does not have much in common with them, is no reason that their complaints or grievances should go unheeded. Stewards need to treat all Laborers equally, despite personal opinions. The steward not only has a moral responsibility, but a legal responsibility to represent all members fairly.

The steward should be a person that members can talk with about their concerns. When a member arrives on the job, take the necessary time to introduce yourself. Let the member know that a LIUNA steward is on the job. Make sure that the member has been dispatched by the Local Union to your job. Stewards sometimes have to handle the paperwork and sign up new members.

Know Your Contract

To be an effective steward, you need to spend the time to become familiar with the Collective Bargaining Agreement (CBA) or union contract, applicable to your job. You will be called upon on many occasions to answer questions about dues, initiations, registration procedures, contract provisions, benefit plans, and many more matters of importance and concern to individual members. These questions may not affect you directly, however, to the affected member, they are extremely important. You must spend the time necessary to educate

yourself before giving advice or answers to questions. It is much better to give no advice than the wrong advice. There is nothing shameful about not knowing all of the answers to all of the questions you will be asked. Tell the member that you will attempt to get an answer after checking with the Local Union.

Keep Good Records

As a steward, you are required to keep a log on the job. This record should include the names of all members working on the project. A record should be kept of all special problems that you are encountering with the contractor or with other unions. Jurisdictional disputes between other craft unions should be documented specifically and in detail. Document any work assignments that have been given to the union by the employer. Safety conditions on the job should be recorded. Should hazardous safety conditions exist, record your attempts to correct them as well as the contractor's response to those attempts. If a member has a specific problem, make a note of the problem and the advice you gave the member.

Work with the Superintendent or Spread Boss

It is imperative that LIUNA stewards and the superintendent get along and work together. The steward and superintendent should try to understand each other's job and work together and not against one another. It is important that the steward follow the proper protocol in dealing with the contractor's personnel. It is also good practice for the LIUNA steward to develop good relationships with the contractor's office personnel, including the office manager and payroll clerks. These employees will be able to assist in fixing many problems our members may have. A good working relationship with the purchasing agent will also benefit the steward.

Know Other Stewards

Make it a point to introduce yourself to the other stewards on the project, and make a sincere attempt to establish a good working relationship with the other crafts. Be careful to not get too close with other crafts. Remember, the work of the Laborers always comes first.

Care for Injured Workers

The steward should also be available to care for the tools and effects of any injured member and to notify the Local Union of any injuries suffered by our members while on the job. All LIUNA stewards should become educated in basic first aid training so that they will be qualified to administer basic first aid care in the absence of an authorized person.

Know LIUNA Members

As a steward, it is important that you maintain frequent personal contact with each member on the job site. You are the steward for the entire spread, including any subcontractors. Make it a

habit to talk with every worker one-on-one or in small groups about the job, the job site, and our union. Keep up the contact between you and the individual members. Don't let anyone slip through the cracks. Many workers will not seek you out even if they have something important to say. You will have to talk with them to find out what's on their mind. Frequent contact is the only way to keep on top of problems, rumors, suggestions, and complaints. It is also a way to show members and the contractor that the union is well organized and united.

Communicate with Members to Keep Good Records

The steward can also help the Local Union in providing another important and helpful service to the member. The steward should constantly stress the need for each member to keep their payroll check stubs and to keep track of their own hours that they work each day of their employment. This information is not only helpful should a grievance arise, where the member and the steward must verify payroll information, it is also extremely important to the member and their family. Hours worked are used by the Local Union in establishing a member's placement on the out-of-work list, for an example. Hours worked are also used as a basis for establishing eligibility for a member's benefits, such as retirement benefits, health and welfare coverage for the member and their dependents, and other important benefit plans negotiated for members by the Local Union. During what periods of time hours are worked are also important for members to keep track of.

Be a Good Union Member

Stewards lead by example. All members and stewards should follow the LIUNA Code of Performance, which outlines the work responsibilities of LIUNA members. It includes:

- Developing skills through training programs.
- Being ready, willing, and able to work on time.
- Following the Local Union's referral rules.
- Avoiding absenteeism and tardiness.
- Following direction from supervisors.
- Giving a fair day's work.
- Treating tools and property of others with respect.
- Using established procedures to avoid disputes.
- Working safely.

It is important for the steward to defend our jurisdiction from other unions and notify the Local of what is going on at each job site.

It is important that stewards communicate and educate other members of our union and other union construction workers on the vital role their unions play in their lives. Badmouthing the Union, the Local, or the Business Manager should be countered with the facts. Without our union, we would not earn the wages that we do and we would not receive the benefits that we do.

Each LIUNA steward should be active members in their union and should attend their Local Union meetings and participate in the functions their union sponsors. There are union duties expected of every member. Walking picket lines, attending rallies, and being a visible union member helps us win fights and makes our union stronger. Voting, volunteering in political campaigns, and assisting with organizing drives are also vitally important. Stewards have to be willing to do the same work that they ask members to do.

At the 2006 LIUNA Convention, delegates passed a resolution encouraging each member to donate three days a year to their union. Local union activities, politics, and organizing are all ways members and stewards can contribute back to LIUNA.

Ten Basic Rules for Stewards

1. **Love the union and show it.** You are the day-to-day representative of LIUNA. Your actions on and off the job reflect both you and the union. Take every opportunity to express and explain your commitment to LIUNA and its members.
2. **Know yourself.** Be honest about your strengths and weaknesses. Ask yourself, "What more do I need to learn? What is the best way to deal with conflict? What is the best way to communicate with people? What do I need to be more effective as a steward?"
3. **Be a credible employee.** Follow the contract and abide by the rules on the job site. Your actions will help set the example of how contractors and workers should act.
4. **Talk straight with members.** You will be the bearer of both good news and bad. If you are honest with members about what is going on, there is a greater chance they will be straight with you.
5. **Size up your opposition and act accordingly.** There's no single all-purpose way to deal effectively with employers. A good strategy involves a thorough assessment of the employer's strengths and weaknesses. Sometimes you should come on like gangbusters. Sometimes you should sit in the back row and watch the employer self-destruct. When facing opposition from union members - as you surely will from time to time - deal with them respectfully.
6. **Deal with small problems before they become big ones.** Strive to settle problems before they become grievances. Bring issues of concern to the members' attention when they first come up, so members may be alert to the possibility of contract violations at the earliest possible instance.
7. **Prepare against surprises.** Surprises are great for birthdays, but they can be a real drag at meetings with the contractor and union meetings. Prepare ahead of time for what will be said and done.
8. **Set limits.** You are not the slave of the membership. You will be expected to work long and hard and will want to do so, but you have the right to set limits. Doing so will make you a more effective steward in the long run.
9. **Involve others in the work of the union.** You are not a one-person show. The best stewards involve other members in all kinds of union work, including walking picket lines, registering voters, attending union and community actions, and organizing unorganized workers.

10. **Recognize that your job site is just a part of the whole.** You need to look beyond the problems of your job site and become part of organizing on a larger scale for the improvement of workers' lives. This means you need to be active in your community, the political process and other progressive causes and coalitions that organize and promote those improvements.

Tips

Being a LIUNA steward is a big responsibility with a lot of pressures. The demands of the position can take a toll on even the most tough and rugged Laborer. Don't let the job of being a steward negatively affect your physical or mental health. Here are a few tips to help you keep it all under control:

Time Management: There will always be too much to do, and never enough time to get it all done. As important as your job is as a LIUNA steward, don't let the job consume your life. Set a schedule for yourself and try to stick to it. Set priorities, write them down, and combine tasks whenever possible.

Telephone Time: Not all jobs will allow Laborers to have cell phones. Off the job, the telephone can be the biggest time-grabber of all. To prevent needless time spent on the phone, try the following tips. Plan each call before you dial. Before you make the call, jot down the results you want. When you hang up, update your notes about the call. Set a time limit for each call at the beginning. Don't waste time playing phone tag.

Record Keeping: Keep a pocket-sized notebook or calendar with you. Use your smart phone to assist you. Documentation is such an important component of being a steward, it is worth practicing. Develop a filing system that will allow you to find important documents when you need them.

Dealing with Stress: Your job as a steward may leave you frustrated and overwhelmed at times. Emergencies and unplanned events can add to the pressure. Catch your breath and try these coping mechanisms. Talk to others. Ask for help when you need it. Think before you speak. Tackle challenges with a sense of humor.

Don't expect a lot of Recognition: You might never hear the words thank you. Expect to be taken for granted. You will likely hear more complaints than compliments. Don't take it personally. Remember, the job you are doing is important. Stay the course and know that you are making a difference for your union and in the lives of LIUNA members.

Take Care of Yourself: You cannot be an effective steward if you are not at your best. Make sure you get the sleep you need, exercise when you can, and monitor your drinking. You will feel better for it.

Conclusion

Your role as a LIUNA steward is vitally important to the success of your Local Union and to the movement as a whole. Your Local Union's officers and staff can't be everywhere at once and they can't do everything by themselves. That is why they need good leaders like you to help carry the ball. Your work as a steward will make LIUNA stronger and make things better for all the members your Local Union represents.

This manual includes a lot of information. It may seem overwhelming at first, but over time, it will come more naturally to you. This manual and training is one of many tools and resources at your disposal. Take advantage of this and all training and publications that you have available to help you learn more about your union and how to improve your skills. Seek assistance from your Local Union and from other members and stewards as you need it. That is what a union is all about.

2: Grievances and Contract Violations

Grievances

What is a grievance? Simply stated, a grievance is a violation of a worker's rights under the Collective Bargaining Agreement.

When a member comes to you with a complaint, it is a signal for you to start a series of checks to learn if the complaint fits any one of the following criteria:

1. Is it a violation of the contract?

Most job rules are covered in the contract. So, you should know what is in the contract and know if the complaint constitutes a legitimate grievance.

2. Is it a violation of federal, state, or local law?

A union contract is binding on both signatory parties, unless the contractual clause agreed upon violates a law. Any action by the employer which violates the law needs to be addressed.

3. Is it a violation of past practice, written or unwritten?

It is important to note that a grievance also can be based on a violation of past practice, even if it is in an area not covered by the contract language, or if the language of the contract is not clear.

4. Is it a neglect of the contractor's responsibility?

There are areas which may not be covered specifically by the contract but in which the employer has a responsibility, such as working conditions and health and safety issues.

5. Is it a violation of company rules?

Companies often establish rules outside the contract, sometimes after consultation with the union, sometimes strictly on their own. Some contractors have policy books that require potential employees to sign. However, once a company has established a rule and enforces it, that company also has to abide by that same rule or be subject to a potential grievance.

If the complaint fits into any of these categories, then it may be a valid grievance, and it is up to you to handle it.

If it does not fit any of the above criteria, it is up to you to determine whether it possibly is still a legitimate complaint for which there may be redress or whether, in fact, it is not a valid complaint.

If it is not a grievance or violation of the contract, let the member know why. Even if a worker's problem does not fit into any of those categories, you should still try to help find a solution.

Grievance Handling Procedure

Under the provisions of the National Pipe Line Agreement, 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. Such settlements cannot affect any wages, terms, or conditions of the agreement.

If the grievance cannot be settled on the job within 48 hours, the LIUNA steward needs to contact their Local Union to notify the International Union about handling the issue.

Any problem or dispute on the job should be addressed by the steward in the following manner:

Step 1: Interview the Grievant. Listen well and let the member tell their side of the story. Tell the grievant to write down the potential grievance, any witnesses who might corroborate their story, and the solution they want to the potential grievance. Interview other members who can corroborate the grievance.

Step 2: Gather Facts. Start by asking the same basic questions to each person you talk to: the 5 Ws:

WHO was involved? Names of people involved in the event, including witnesses.

WHAT happened? Description of the event.

WHERE did it happen? Location of the event.

WHEN did it happen? Date and time the event occurred.

WHY is this a grievance? Contract sections being violated.

You should keep thorough documentation of all of your fact gathering and of information important to the grievance.

Step 3: Analyze the Facts. Review what you have learned and determine if the problem presented is a violation of the Collective Bargaining Agreement or warrants a resolution.

Step 4: Present the Case. Decide on a course of action. Can the problem be resolved on the job with an informal meeting with the contractor? Lay out the problem clearly and offer a solution. Listen carefully to the contractor's response for possible areas of agreement. Communicate and educate to other members about the problem. If there is not an agreeable settlement on the job, contact your Local Union about helping solve the issue.

Weingarten Rights

According to the U.S. Supreme Court, a worker is entitled to have a union representative present when a supervisor asks for information which could be used as a basis for discipline. This right is referred to as the worker's Weingarten Rights.

The worker must ask for union representation before or during the interview. The employer has no obligation to inform workers of this right (*unless the Collective Bargaining Agreement requires otherwise*). Stewards should regularly inform all workers: "If you are ever called in by the contractor and asked questions you think might lead to discipline, you have a legal right to request your union steward or other union representation to be present."

Explain to the foreman and to the company, that should discipline be rendered, the steward should be contacted at the time of discipline to represent the member. Once a worker asks for a union representative to be present, any attempt by the employer to continue to ask questions is illegal until the steward arrives.

The following is model language for members to say anytime they are questioned by the employer: "If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion."

Just Cause

Any member's discipline on the job site or termination from a project can only be done with just cause. Just cause means that the action was taken for a good reason. Just cause is a right that gives union members important protection against arbitrary or unfair termination and other job site discipline.

The employer cannot take up disciplinary actions on a whim. With a union contract, the employer has a burden of proof to justify discipline or discharge.

The seven test or key questions to determine just cause include:

1. **Notice.** Did the employer give the member forewarning of the possible or probable consequences of their conduct?
2. **Reasonable Rule or Order.** Are the employer's rules reasonably related to business efficiency and performance the employer might reasonably expect from the employee?
3. **Investigation.** Was an effort made before discipline or discharge to determine whether the employee was guilty as charged?
4. **Fair Investigation.** Was the investigation conducted fairly and objectively?
5. **Proof.** Did the employer obtain substantial evidence of the employee's guilt?
6. **Equal Treatment.** Were the rules applied fairly and without discrimination?
7. **Penalty.** Was the degree of discipline reasonably related to the seriousness of the employee's offense and the employee's past record? Does the punishment fit the crime?

A no answer to any of these test questions means that just cause was not met. The more of the questions that answer no make an even stronger case. You should contact your Local Union anytime a contractor disciplines or terminates a LIUNA member.

Duty of Fair Representation

The union and its representatives, including stewards, have a legal obligation to represent all workers in the union fairly, regardless of their membership status, race, religion, nationality, age, or gender. A worker who believes that the union has not met its **“Duty of Fair Representation”** (DFR) may file **“Unfair Labor Practice”** (ULP) charges with the **National Labor Relations Board** (NLRB).

Therefore, stewards must be sure to do their best to handle each problem fairly even if the worker is not a union member, has unpopular beliefs, or has personality conflicts with the steward or other union leaders. This doesn't mean the union can be found guilty of Unfair Labor Practices simply for making mistakes or losing a case.

So that the union will not be held liable and assessed monetary damages for breaching its Duty of Fair Representation, the union representative must file, in a timely manner, a written grievance, investigate the grievance, and document the investigation. When this has not been done, or if it was done poorly, monetary damages can be assessed against the union.

The types of conduct most commonly challenged are failure to pursue a grievance, failure to investigate a grievance, and inadequate presentation of the grievance at arbitration. Accordingly, handling a grievance should include at least the following:

1. Review the Collective Bargaining Agreement from beginning to end, checking for relevant, applicable provisions.
2. Review grievance procedures, checking that each step and time deadlines are followed.
3. Interview the grievant for the facts surrounding the grievance, names of witnesses or persons having knowledge of the dispute and relevant dates, times, and places. Have the grievant prepare a written statement of the grievance including names, dates, times, and places. Prepare notes of your interview.
4. Interview witnesses or persons having knowledge of the grievance. Prepare notes of your interview.
5. Meet with the employer to determine or obtain the reasons and facts upon which the employer proceeded against the grievant. Inquire of and obtain from the employer copies of any documents or evidence he has pertaining to the grievance. If the employer has any witnesses, attempt to obtain their names, addresses, and interview them. Prepare notes of your contact with the employer and witnesses.

6. File a grievance statement with the employer in a timely manner. It should be based on your fact-finding and interviews. Before filing the grievance, review it with the grievant for corrections, additions, or changes. Your Local Union may have a grievance reporting form for you to fill out.
7. Discuss the grievance with others in your organization, checking for weak spots or previously overlooked details.
8. Research similar grievances and decisions.
9. Keep notes or a record of your investigation of the grievance, including meetings, names, dates, times, and places.
10. If the grievance is unjustified or lacks merit, advise the grievant, in writing, why the grievance will not be pursued.

Getting Along with the Contractor

At times, problems will occur on the job site. There will be disagreements between you and the employer. Not everything will be resolved to your own satisfaction. There will be hard feelings against the contractor and potentially their superintendents and staff. Don't let a single incident contaminate your job site, your position as steward, or your relationship with a contractor forever.

We work for union contractors. Like them or hate them, these contractors have agreed to hire and employ LIUNA members to work on their job sites. We must have professional and working relationships with our union signatory contractors. We need for our contractors to be successful and profitable to keep employing union labor.

Everything we do on the job site reflects on the owner of the project who ultimately decides which contractors they will hire, union or non-union.

Wanting the contractor to be successful doesn't give them a free ride to violate the terms of the contract or take advantage of our members. We must enforce the contract, enforce subcontractor clauses, and protect our jurisdiction.

Many job site issues can be handled and resolved long before they become a major problem or a grievance. Regular communication with the contractor, their superintendents, foremen, other stewards, and other crafts can create a dialogue to address concerns, answer questions, and solve problems.

Other considerations should be given to the environment, ecology, and landowners. Every person should do their best to leave the land in as good, if not better, condition as it was when the project started. We should strive to leave the landowners satisfied and happy with the way the project was done, and with an attitude that they would not mind having another project across their property.

Drug Testing

The contractor can expect their job site to be drug free. Illicit drug use can create an unsafe working environment and decrease productivity.

Any substance abuse policy is a mandatory bargaining subject as it regulates a working condition on the job site. The union must agree to any policy or drug testing standard before implementation.

All pipeline contractors will adhere to the rules of the Department of Transportation, 49 CFR Part 40, in the Federal Registry. This rule can be found at www.dot.gov/odapc/Part40.

3: Jurisdictional Disputes and Resolution

Jurisdictional Disputes

There is a difference between grievances and jurisdictional disputes. A grievance is a violation of the Collective Bargaining Agreement by the employer. A **jurisdictional dispute** is a disagreement with another craft on whose members should perform certain work.

Jurisdiction is the specific and certain type of work that LIUNA members perform on the construction job site.

Policing, protecting, and preserving LIUNA's jurisdiction is an important job of all LIUNA members, especially stewards. That is why it is so essential that pipeline stewards have the experience on crews in the pipeline industry. Stewards must educate all LIUNA members on the job of what work belongs to the Laborers. Defending our work against raids from other crafts should be a mission shared with every member on the job. Any jurisdictional disputes on the job site should be reported to your Local Union.

When there are questions about jurisdiction and which craft the work is assigned to, LIUNA members and stewards should claim the work until the dispute is resolved. It will be easier to give back the work to another craft than to get it back from another craft.

Any jurisdictional dispute should be addressed immediately. In some cases, the contractor has already assigned the work to another craft. The LIUNA steward should first attempt to resolve the dispute with the other craft or crafts on the job site. If there is no agreement to resolve the dispute, the steward should contact their Local Union or International Union.

The Jurisdictional Disputes Reporting Form in this manual should be completed and forwarded to your Regional Office. The form should include details of the dispute, contractor and project information, and the agreement under which the contractor is working.

Most jurisdictional disputes are settled fairly quickly because the long history of the National Pipe Line Agreement has established clear work assignments.

Joint Policy Committee

Jurisdictional disputes will ultimately be decided by the Laborers' International Union of North America and the Pipe Line Contractors Association. In very rare instances, jurisdictional disputes will have to be addressed by the National Pipe Line Industry Joint Policy Committee.

The Policy Committee is composed of the Pipe Line Contractors Association (PLCA) and the four main pipeline construction unions, the Laborers' International Union of North America (LIUNA), the International Brotherhood of Teamsters (IBT), the International Union of Operating Engineers (IUOE), and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (UA).

The following are the rules and regulations of the Policy Committee:

RULES AND REGULATIONS FOR POLICY COMMITTEE

These rules and regulations as amended this 10th day of November, 1999 represent the continuation of Rules and Regulations approved by the National Pipe Line Industry Joint Policy Committee July 11, 1968, as amended herein, and adopted for the guidance of such Committee that is composed of the Pipe Line Contractors Association, the Laborers International Union of North America, the International Brotherhood of Teamsters, AFL-CIO, the International Union of Operating Engineers and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

The National Pipe Line Industry Joint Policy Committee has been formed to promote harmony among all the parties to the National Pipe Line Agreements, to encourage the continuation of collective bargaining, to prevent work stoppages and to provide for the settlement of disputes which have not been or cannot be settled through the grievance procedure set out in the National Pipe Line Agreements negotiated by the Pipe Line Contractors Association with the four International Unions named above who represent the employees employed on mainline, cross-country pipe line construction throughout the United States.

1. The procedures of the Policy Committee shall be available to any pipe line contractor engaged in work covered by the National Pipe Line Agreements and to any local union having jurisdiction over such work; provided, however, that any request by a contractor for resort to the Policy Committee shall be made only through the Pipe Line Contractors Association, and any request by a local union for resort to the Policy Committee shall be made only through its International Union. Upon referral to the Policy Committee, the parties agree that the existing or agreed-upon conditions and terms of employment and assignment made by the contractor shall continue in full force and effect during the period that the matter is being considered and decided by the Policy Committee.

2. The Policy Committee shall meet annually and also upon call of any one of the five members at such place or places and at such time as may be mutually agreed upon.

3. The Policy Committee may consider any matter of concern to the mainline pipe line construction industry, whether or not a specific matter has been referred to it by one of the parties to the agreements. Only the five (5) members of the Policy

Committee shall be entitled to vote. A majority decision of the Policy Committee in any dispute shall be final and binding on all parties.

4. The procedures provided by this Policy Committee shall not be used where existing grievance procedures set out in one of the National Pipe Line Agreements govern the matter.

5. The Policy Committee shall select one of its members to act as Chairman, whose term shall last for three (3) years and who shall not be eligible for reelection until the representative of each of the other parties has served as Chairman. There shall also be a Secretary designated who may or may not be a member of the Policy Committee, but only the five (5) principal members of the Policy Committee shall be entitled to vote.

6. Each of the respective organizations shall bear the cost of expenses of their representatives on the Policy Committee, and any other parties in attendance at meetings of the Policy Committee shall bear their own cost of expenses.

7. Each member of the Policy Committee shall have the right to appoint an alternate representative should that member be unable to attend a scheduled meeting. The alternate shall have the same authority hereunder as if he was the original member and his vote shall be binding as if cast by the original member.

8. These rules and regulations may be amended at any time and from time to time by the Policy Committee upon unanimous vote of its members.

9. The National Pipe Line Industry Joint Policy Committee will remain in effect concurrently with the terms of the National Pipe Line Agreements between the PLCA and the four (4) International Unions set out above.

PROCEDURAL RULES FOR POLICY COMMITTEE REGARDING JURISDICTIONAL DISPUTES

1. Whenever a dispute arises between two or more Unions over proper jurisdiction of work assigned by a contractor, then one of the parties to the dispute may refer it to the Policy Committee for decision. Pending the decision the work shall continue to be done by the one to whom it is assigned by the contractor.

2. Any of the disputants may submit any evidence desired, for the purposes of substantiating its claim to the work in question, and the Policy Committee shall consider all such evidence submitted by any of the parties. Such presentation to be in accordance with procedures established by the Policy Committee.

3. After the presentation of evidence, the Policy Committee shall consider the matter and attempt to reach a consensus opinion and, if necessary, shall vote upon the matter. A majority decision of the Policy Committee in such jurisdictional dispute shall be final and binding on all parties.

4. The Policy Committee shall decide whether the decision will have general applicability throughout the industry or be restricted to the particular job involved.

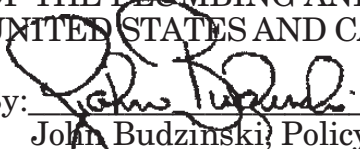
5. Parties to disputes shall have a right to a hearing or to provide evidence to or before the Policy Committee only upon the terms and conditions set out herein.

6. All parties agree that a Policy Committee decision in such jurisdictional disputes shall be final and binding on all parties concerned.

EXECUTED this 10th day of November, 1999.

SIGNED BY

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE
UNITED STATES AND CANADA

By: 
John Budzinski, Policy Committee Representative

LABORERS INTERNATIONAL UNION OF NORTH AMERICA

By: 
Edward M. Smith, Policy Committee Representative

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

By: 
Richard Stern, Policy Committee Representative

INTERNATIONAL UNION OF OPERATING ENGINEERS

By: 
Howard L. Evans, Policy Committee Representative

PIPE LINE CONTRACTORS ASSOCIATION

By: 
Charles P. Joyce, Policy Committee Representative

Acknowledged by:


J. Patrick Tielborg
Managng Director and General Counsel (RLCA)
Secretary (Policy Committee)

The following are important past jurisdiction decisions of the Policy Committee:

NATIONAL PIPELINE INDUSTRY JOINT POLICY COMMITTEE

Decision No. 1

HYDROSTATIC TESTING

Because a controversy has arisen throughout the Pipe Line Construction Industry as to the proper manning of hydrostatic testing of pipe lines, the question was referred to the Policy Committee for decision. Having considered the claims and respective interests of all parties involved, the Policy Committee has decided that on all hydrostatic testing of pipe lines throughout the United States:

1. The installation of temporary lines other than flexible lines will be handled by the U.A.
 2. The installation of flexible lines will be handled by the Operating Engineer.
 3. The operation of pumps, gauges and dead weights will be handled by the Operating Engineer.
 4. The fabrication and installation of manifolds and valves will be done by the U. A.; the attachment of the flexible lines will be done by the Operating Engineer.
 5. Nothing herein is intended to affect in any way the work ordinarily and customarily done by the Laborers and the Teamsters.
- July 25, 1968 (See Decision #5, as amended)

Decision No. 2

OPERATING ENGINEER'S EQUIPMENT

In view of conflicting claims which have arisen in the Pipe Line Construction Industry, the Policy Committee has made the following decision:

The welding, maintenance and repair of any equipment within the jurisdiction of the International Union of Operating Engineers will be done by Operating Engineers. This decision is not intended to interfere with the practical co-operative attitude among all crafts involved.

July 25, 1968

Decision No. 3

PORTABLE YARD DOUBLE JOINTING RACKS

It is recognized that on yard double jointing racks there is certain repair work to be done which belongs to the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, and that there is certain repair work which belongs to the International Union of Operating Engineers.

It is the decision of the Pipeline Industry Policy Committee that one mechanic from each Union be employed on each rack, and all repair and maintenance work necessary will be done by these two mechanics unless additional help is needed, in which case it shall be drawn from the established crew.

July 22, 1969

Decision No. 4

PORTABLE YARD DOUBLE JOINTING RACKS

In the operation of a portable yard double jointing rack, welder helpers from the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada are required to be employed by the National Pipe Line Agreement between the U.A. and the PLCA in the rolling of the pipe from the grinders through inspection. Therefore, if employees are needed to roll the pipe from the end of the rack up to the grinding station, such employees need not be U.A. welder helpers, and the contractor may assign the work to the members of the Laborers International Union of North America.

Decision No. 5

HYDROSTATIC TESTING

The pipe line contractor may set up a separate testing crew or use employees performing other duties to also do the testing work without setting up a separate crew for that purpose. In some cases the testing work is performed by another contractor, either by subcontract from the pipe line contractor, or by direct contract with the owner. In any event, during the preparation, fill, discharge and dismantling process connected with the pressurization testing of a new or old section of pipe line:

1. The provisions of Policy Committee Decision No. 1 dated July 25, 1968 concerning hydrostatic testing will apply to those situations when the contractor elects not to set up a separate hydrostatic testing crew in connection with the pressurization testing of the pipe line. These provisions are as follows:
 - A. The installation of temporary lines other than flexible lines will be handled by the U.A.
 - B. The installation of flexible lines will be handled by the Operating Engineer.
 - C. The operation of pumps, gauges and dead weights will be handled by the Operating Engineer.
 - D. The fabrication and installation of manifolds and valves will be done by the U. A.; the attachment of the flexible lines will be done by the Operating Engineer.
 - E. Nothing herein is intended to affect in any way the work ordinarily and customarily done by the Laborers and Teamsters.
2. When the contractor elects to set up a separate hydrostatic testing crew for the pressurization testing of the pipe line, the manning requirements will normally consist of one U.A. Journeyman, one Operating Engineer, one Laborer and one Teamster.
 - A. In the event more employees are needed, they will be employed for the work required under the terms of the appropriate National Pipe Line Agreement.

- B. Once the manning requirements have been determined, all employees may be used as a composite crew, it being recognized that the nature of the work is such that at times it is impossible to adhere strictly to the craft jurisdictional lines.
 - C. It is intended that the composite crew will be used during the preparation, fill, discharge and dismantling process connected with the hydrostatic testing of a new or old pipe line.
 - D. When the line is under pressure and "on test" or when the contractor has night work to be performed in connection with filling or discharging the line, an Operating Engineer will be employed to monitor the test, watch the pumps, and swing and read the dead weight.
 - E. When night work is performed as set out in D above, the U. A. Journeyman assigned to the composite crew during the day will receive two additional hours of pay in lieu of being called out to perform any U.A. work which might be necessary during the night time operation. No additional compensation will be paid to Laborers or Teamsters since there is not work performed at night that would be long to these unions.
- 3. When welding is performed by Welders assigned to a separate hydrostatic testing crew set up by the pipe line contractor, premium pay of 50c per hour above the journeyman rate will be paid to the Welders. This requirement for premium pay will not apply when the pipe line contractor has not set up a separate hydrostatic testing crew or when Welders on the pipe line contractor's payroll are merely used by the testing contractor.
 - 4. All other provisions concerning hiring, waiting time, travel time, reporting time, and moving time will be applicable as set out in the National Pipe Line Agreements.
- Dated January 28, 1970, as amended October 26, 1971.

Decision No. 6

LOCAL INDUSTRY ADVANCEMENT FUNDS

In certain areas of the United States, Local Unions have negotiated Industry Advancement Funds with contractors for the purpose of advancing or promoting the Building, Heavy or Highway Construction Industry. Contributions to such funds are not negotiated in lieu of wage increases such as Welfare, Pension, Vacation and the like.

Since the Pipe Line Construction Industry does not benefit from the contributions to such local funds throughout the United States, it is agreed that there is no requirement under any of the National Pipe Line Agreements for signatories to those Agreements to contribute to such funds.

August 13, 1970

Decision No. 7

BUFFING AND GRINDING

In order to clarify the proper jurisdiction between the Laborers' International Union of North America and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada over work involving the buffing and grinding of pipe, the following decision has been reached:

Buffing, grinding, filing, or brushing of the bevel in preparation for welding, or in connection with making or completing the weld, is in the jurisdiction of United Association.

Buffing, grinding, filing or brushing not done in connection with the preparation or completion of the welding process shall be the jurisdiction of the Laborers International Union of North America.

Dated October 21, 1970 and amended October 26, 1971.

Decision No. 8

DRESSING THE PIG

"Dressing the Pig" means changing the rubber squeegees or brushes or appurtenances which are attached to the body of the "pig". The "pig" is inserted and travels inside the pipe for the purpose of cleaning or clearing the pipe line of all rust, scale, foreign objects, liquids and solids, and is normally used in connection with the cleaning and testing process.

The contractor will assign the work of "dressing the pig" to whatever employee is readily available at the time, and all four unions agree to abide by the contractor's assignment.

Dated October 26, 1971.

Decision No. 9

HOOKING AND UNHOOKING

"The hooking and unhooking of the pipe under the National Pipe Line Agreements is the work of the Laborer."

Dated January 29, 1975.

Decision No. 10

URETHANE FOAM APPLICATOR

"The urethane foam applicator will be manned with a Group 2 Operating Engineer on the bed or platform handling the valves, mixing the contents and servicing the generators when handled from the bed or platform; a Laborer will be on the ground or in the ditch operating the nozzle of the applicator."

Dated July 6, 1978.

Decision No. 11

REMOVAL OF CONCRETE

"The rough removal of concrete from the pipe will be done by Laborers. However, the balance of the preparation of the pipe for making the cut, bevel or the welding process is the jurisdiction of the United Association."

Dated July 6, 1978.

4: Common Jurisdictional Issues and PLCA Letters

Coverage of Work

Most of the pipeline jurisdiction of the Laborers is clearly spelled out in Paragraph J in Section I of National Pipe Line Agreement:

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.

Even with the work so clearly outlined, there are questions that arise from time to time from contractors and other crafts.

Common Jurisdictional Issues

There are four questions regarding jurisdiction that LIUNA addresses time and time again. The most common jurisdictional issues include:

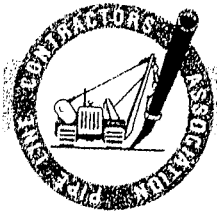
- **Hooking/Unhooking of Pipe:** This is a common dispute among the UA. Policy Committee Decision 9 awards that work to the Laborers.
- **Second Person on Vacuum Truck:** The Operator or Teamster will claim first person jurisdiction on the vacuum truck. If a second is required to operate any hose or nozzle, that second person should be a Laborer.
- **Fire Watch:** If there is fire watch in the presence of welding, it is the jurisdiction of the welding helper. Otherwise, fire watch is the jurisdiction of the Laborer.
- **Walk-Behind Ditch Witch:** The Operator may claim jurisdiction, but any environmental crew putting up silt fence should be performed by the Laborers.

Clarification Letters from the PLCA

The Pipe Line Contractor's Association has helped clarify various areas of jurisdiction in the past in the following areas:

- Vac-Truck
- Operation of Hand-Held Walk-Behind Ditch Witch
- Fire Watch
- Drainage Pipe (Well Points)
- Well Point Systems
- Oiler on Ditching Machine
- Shortline Agreement
- Fabrication

The following pages are clarification letters from the PLCA on these common jurisdiction issues. These may be useful to you in certain jurisdictional issues.



PIPE LINE CONTRACTORS ASSOCIATION

1700 Pacific Avenue, Suite 4100, Dallas, Texas 75201 • (214) 969-2700 • Fax (214) 969-2705

March 11, 2011

Mr. Brent Booker
Laborers International Union of North America
905 Sixteenth Street, N.W.
Washington, D.C. 20006

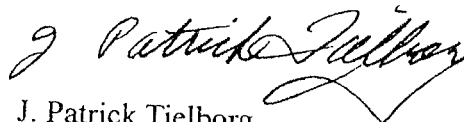
Re: Vac-Truck

Dear Brent:

This letter will constitute a Letter of Understanding between the Laborers International Union of North America and the Pipe Line Contractors Association regarding the assignment of a second person to the vac-truck. Under the Operating Engineers National Pipe Line Agreement and the Site Jurisdiction Agreement, the vac-truck is the jurisdiction of the Operating Engineers. We have agreed that if the contractor determines that a second employee is needed to assist in the operation of the vac-truck, that person will be a Laborer.

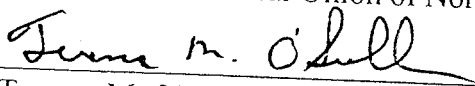
If you agree that the above represents our understanding, please have the letter signed and return a copy to me.

Sincerely yours,


J. Patrick Tielborg

Approved:

Laborers International Union of North America


Terence M. O'Sullivan, General President

JPT:kh

#200415494

cc: PLCA Labor Committee
Mr. Mack Bennett, International Union of Operating Engineers

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James J. Manske, President
Christopher T. Leines, 1st Vice President
Gregory S. Murphy, 2nd Vice President
Brian L. Concha, Treasurer
J. Patrick Tielborg, Managing Director
and General Counsel
Kevin N. Barrett, Executive Director

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ANGELO FOSCO
General President

ARTHUR A. COIA
General Secretary-Treasurer

ROBERT J. CONNERTON
General Counsel

LABORERS' INTERNATIONAL UNION of NORTH AMERICA

REGIONAL OFFICE
1500 North Second Street, Suite G
Harrisburg, Pennsylvania 17102
Phone: (717) 236-6055
Fax: (717) 236-2569

Ledger Diamond, 1st Vice President
Mason M. Warren, 2nd Vice President
R.P. Wiest, 3rd Vice President
John Sorries, 4th Vice President
Lyle Davis, 5th Vice President
Vern O. Haynes, 6th Vice President
Samuel J. Calvane, 7th Vice President
Jethro J. Norwood, 8th Vice President
Katie Maninetti, 9th Vice President
Chuck Barnes, 10th Vice President

March 30, 1992

APR 01 1992

Mr. James Andrews, Bus. Mgr.
Heavy & Highway Construction Workers'
Local Union #158
2601 Herr Street
Harrisburg, Pennsylvania 17103

Re: Operation of Hand-Held Walk-Behind Ditch Witch.

Dear Sir and Brother:

This letter is in further reference to the various disputes Local Union #158 had with the Operating Engineers over the operation of the above equipment.

Enclosed for your information is a copy of the minutes of the National Pipe Line Industry Joint Policy Committee held on December 6, 1991. You will note on page 3, Article IV, Section 3, the Operating Engineers agreed that the operation of the above equipment is the jurisdiction of the Laborers'.

With kind regards, I am

Fraternally yours.

Joseph J. Licastro
Joseph J. Licastro
Regional Manager

JJL:cc
Enclosure
cc: Laborers' District Council
of Eastern Pennsylvania

HEADQUARTERS 905 16th St., N.W., WASHINGTON, D.C. 20006-1786 PHONE: (202) 737-8320 FAX: (202) 737-2754

NATIONAL PIPELINE INDUSTRY JOINT POLICY COMMITTEE

1700 Pacific Avenue, Suite 4100, Dallas, Texas 75201 (214) 969-2700

MINUTES OF A MEETING OF THE NATIONAL PIPE LINE INDUSTRY JOINT POLICY COMMITTEE

St. Tropez Hotel
Las Vegas, Nevada
December 6, 1991

The following individuals were present:

Michael F. Curran, Pipe Line Contractors Association
Gary Dixon, International Brotherhood of Teamsters
Howard L. "Bud" Evans, International Union of Operating Engineers
George M. Lambert, United Association
R. P. Vinall, Laborers International Union
Hailey A. Roberts, Pipe Line Contractors Association

Other individuals present during all or part of the meeting were as follows:

James Ison, United Association
R. David Sheehan, Jr., Pipe Line Contractors Association
J. Patrick Tielborg, Pipe Line Contractors Association.

I. INTRODUCTION

George M. Lambert, as Chairman, introduced and welcomed Bud Evans, the new International Union of Operating Engineers Policy Committee Representative. Lambert advised the Committee that Gary Dixon had been appointed the Teamster Representative for this meeting as an alternate to Thomas Kellerhuis who was unable to attend. Lambert also introduced International Representative James Ison and PLCA President, David Sheehan.

II. MINUTES OF PREVIOUS MEETING

Chairman Lambert requested that the Secretary of the Committee, Hailey A. Roberts, review the minutes of the previous meeting. Roberts reviewed the last official minutes of the Policy Committee which met February 20, 1990. At this meeting the Committee discussed the appointment of the

COMMITTEE:

Michael F. Curran, PLCA
Thomas Kellerhuis, IBT

George M. Lambert, UA
R.P. Vinall, LIUNA

Howard L. Evans, IUOE
Hailey A. Roberts, Secretary

MINUTES

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Chairman and the procedures to be used by the Policy Committee. Roberts reminded the Committee that procedures had been agreed upon and mailed to each of the Committee members for signature but that not all members had executed an acceptance of the procedures.

Roberts reviewed the New Jersey jurisdictional dispute between the United Association and the Laborers which had been resolved by letter from this Committee. Roberts also reviewed minutes from telephonic meetings of the Joint Policy Committee for October 8, 1990 and October 25, 1991. The October 8 minutes deal with a jurisdictional dispute on the Mt. Olive meter and regulatory station in New Jersey which was settled by letter from the Policy Committee. The October 25 telephonic meeting addressed a dispute between the International Brotherhood of Teamsters Local 722 and Parkhill Pipe Services Company. The dispute involved the determination of wage and fringe benefit payments under the National Pipe Line Agreement with the Teamsters. It was the consensus of the Joint Policy Committee that the National Pipe Line Agreement with the Teamsters called for fringe benefit and wage payments to be made based on where the individual employee was working and not on the location of the warehouse. This decision is set out in an October 25, 1991 letter to the International Brotherhood of Teamsters which will be part of the minutes for the National Pipe Line Industry Joint Policy Committee. This concluded a review of the minutes.

- III. Chairman Lambert discussed the status of the current Rules and Regulations for the National Pipe Line Industry Joint Policy Committee. Roberts in his review of the minutes had explained to the Committee that the amended rules had been mailed to the Committee members for their approval following the February 20, 1990 meeting. Chairman Lambert pointed out the necessity for additional changes in these regulations and recommended that the Committee consider these changes and then Roberts would resubmit amended copies to all members for approval.

The first procedural matter considered by the Committee was the appointment of alternate Policy Committee members. The Joint Policy Committee is currently composed of the Pipe Line Representatives from each of the four International Unions and an appointed Representative from the Association. After further discussion on this matter the Committee agreed that Roberts should draft language for the procedures so that

MINUTES

Page 3

members of the Policy Committee could designate alternate representatives should they be unable to attend a scheduled Policy Committee meeting.

The second procedural matter considered was the scheduling of an annual meeting. The current Rules and Regulations provide that the Policy Committee will meet on the third Wednesday of each June and at other mutually agreed upon times. The Committee members were concerned that scheduling a meeting in June could create a conflict for members because it is in the middle of the construction season. It was the consensus of the Policy Committee that a meeting should be held annually, but such annual meeting should not be scheduled until a mutual date could be agreed upon after Labor Day. The consensus of the Committee was to maintain an annual meeting with a flexible time period.

IV. SPECIFIC DISPUTES

Chairman Lambert noted that three specific disputes had been presented to the Committee. The following is a presentation of the settlement and disposition of these disputes.

1. Winch/Gin Pole/Boom Trucks - Filed by the Operating Engineers and Teamsters. This dispute was withdrawn by the parties and with the mutual agreement of the Association with the understanding that the issue would be submitted to the parties' Joint Jurisdictional Dispute Board under the 1969 Site Jurisdiction Agreement.
2. Self-Contained Drills - Filed by Laborers and Operating Engineers. This dispute has been mutually withdrawn and settled by the parties.
3. Ditch Witch - Brought by Laborers and Operating Engineers. This dispute has been mutually withdrawn and settled by the parties. The principal parties (Laborers and Operating Engineers) mutually agreed that a hand-held walk-behind ditch witch is the jurisdiction of the Laborers International Union.

V. PGT/PG&E PROJECT

Chairman Lambert explained to the Committee that the United Association and the PLCA had met with Bechtel to discuss jurisdictional matters affecting United Association work. Lambert advised the Committee that the discussion initially arose over the proposed use of automatic welding on the PGT

Project. The United Association was concerned about certain station work, specifically meter runs and loop lines within the stations. It was the UA's and Association's position that such work should be constructed under the National Pipe Line Agreement and not under a Building Trades Agreement. That was the principal purpose of the meeting with Bechtel.

Chairman Lambert also pointed out to the Committee that he had received a letter of understanding from the National Maintenance Agreements Policy Committee, Inc. (NMAPC) in which Bechtel appeared to have given jurisdiction over the PG&E compressor and meter stations to Building Trades Unions. Lambert pointed out that at the Houston meeting Bechtel had explicitly stated that all pipe line work, whether in the compressor stations or outside, would be covered by the National Pipe Line Agreements. Bechtel had also made assurances that the river crossings would be performed under the National Agreements; however, the Committee noted that the river crossing contractor, Cherrington, had not executed any of the four National Agreements. At this time Chairman Lambert suggested that the Bechtel representatives be called into the Policy Committee meeting to discuss the following:

- a. The National Maintenance Agreement; and
- b. Cherrington's execution of the National Agreements.

J. R. "Jack" Monreal and Ron Weathered represented Bechtel. In response to questions on the National Maintenance Agreement Monreal said that Bechtel had resolved this matter and that loop lines and meter runs within the stations would be covered by the National Pipe Line Agreements. Monreal said there were three meter stations involved on the project. These were meter stations at Stanfield and Malin in Oregon, and Panoche, California.

Chairman Lambert then advised the Bechtel Representatives that it was the consensus of the four craft members of the Policy Committee that Cherrington must sign the four National Pipe Line Agreements in order to work on the PGT-PG&E Project. The four International Unions will not agree to a limited job site or project agreement which would be detrimental to other contractors who have signed the National Pipe Line Agreements. Chairman Lambert explained that this was the standard practice in the industry.

The Bechtel Representatives confirmed that Cherrington at earlier meetings had acknowledged that the Company was

MINUTES

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required as a condition of accepting the job to sign the National Pipe Line Agreements. Accordingly, the Bechtel Representatives agreed they would pass this information on to Cherrington. Chairman Lambert then excused them from the meeting.

There being no further business to come before the Policy Committee, the meeting was adjourned.


George M. Lambert, Chairman


Hailey A. Roberts, Secretary



UNITED ASSOCIATION
of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry of
the United States and Canada

Founded 1889

General Office File Reference:

Martin J. Maddaloni
General President

Thomas H. Patchell
General Secretary-Treasurer

William P. Hice
Assistant General President

November 4, 2002

Pipeline
File Jurisdiction
Rt.

T
17A. Shonkela

Mr. Robert Trenkle
Director of Construction
Laborers' International Union
905 - 16th Street, N. W.
Washington, D. C. 20006

RE: FIRE WATCH - MAINLINE PIPELINE

Dear Sir and Brother:

In regards to our conversation concerning fire watch on mainline pipeline construction projects, it is the position of the United Association that fire watch falls within the jurisdiction of the United Association in the following instances:

1. All equipment used by UA welders, journeymen or helpers needed to complete their tasks.
2. All fire watch in the trench.
3. All fire watch related to welding being done by UA welders during the course of any pipeline project.

028074

I hope this letter will resolve any question that may arise in the future regarding this issue.

All firewatch
outside the trench
is LUNA
Per Rob and Tom
8/20
bsm

Fraternally yours,

John Budzinski
Director of Pipeline and
Gas Distribution

2002 NOV -5 A 10:50

REC'D LUNA

Fire Watch UA Agreement

steward shall, wherever possible, and at Employer's option, actually work the number of hours for which he is paid. The maximum number of hours referenced above shall be determined by adding three (3) hours to the number of hours per day set forth in the pre-job. Thus, if the pre-job states that the number of hours per day is ten (10), then the maximum shall be thirteen (13) hours. Likewise, if the pre-job states that the number of hours per day is twelve (12), then the maximum shall be fifteen (15) hours, and so on.

(M) In the event back welding is performed inside the pipe under either or both of the following conditions, then Employer will pay such Welder engaged in back welding at a wage rate \$3.00 per hour above his regular rate for the job only for the days on which such back welding is performed. If the Welder Helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, he shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.

1. If Employer elects, as a regular procedure, to back weld each line-up, then one Welder will be selected each day to perform all of such back welding. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "hi-lo" condition or wall thickness change, etc.

2. Whenever a Welder is required to back weld a completed weld behind the firing line.

(N) Welders working on "hot work" shall be paid a rate that is \$2.00 an hour above the applicable Journeyman rate and Helpers working on "hot work" shall be paid the Graded Helper rate for each day engaged in such work. If the job specifications require a full-time fire watch for UA "hot work," then such work will be assigned to the UA. Journeymen and Helpers working on "hot work" shall not receive such premium pay unless required by Employer to be in the area of danger. It is agreed that the "area of danger" shall include fire watch work assigned to the Helper. It is understood that in emergency situations anyone may be assigned to fire watch. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion. Premium pay shall not be required on work on lines not in service where such lines have been purged with air movers, water or other acceptable methods. Even if such lines have been purged by such methods, if fire or explosion results, then premium pay shall be required. The Welder Foreman and Steward will agree on what constitutes "Hot Work." Lines in service are defined as lines not cut and isolated from any source of flammable product.

(O) The pay day shall be once each week, unless the Employer agrees to allow Employees one draw on money earned; under such conditions, pay day 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



PIPE LINE CONTRACTORS ASSOCIATION

1700 Pacific Avenue, Suite 4100, Dallas, Texas 75201 • (214) 969-2700 • Fax (214) 969-2705

October 18, 2011


Mr. Phillip Stephenson
United Association
3401 N. State Street
Oklahoma City, OK 73122

Re: **Snelson Project in Colorado – Drainage Pipe (Well Points)**

Dear Phil:

Snelson Companies, Inc. is re-routing a small creek using pumps to move water around the work area and drain back into the creek. The Company is connecting aluminum pipe coupled together to the pumps. UA Local 798 Business Agent Brad Gilbert said the UA should join the pipe. This issue has come up a number of times in the past and is very similar to well point operations where the company uses pumps to de-water. We have had this come up in 1994 on a Murphy job where the Company was using the well point system and screwing or joining pipe together to transfer the water. Throneberry agreed the UA would not claim it unless there was welding. On a project in 2005 for Sheehan in Boston, the Company was de-watering a ditch because of a high water table. It placed sheet piles in the ditch and pumps on the bottom, and used plastic pipe and other pipe for discharge. All the pipe in that case was coupled and not welded. The Operators and Laborers assembled this piping since there was no welding to perform. The joining of the pipe language covering the jurisdiction of the United Association is applicable to the line pipe. If you need additional information, please let me know.

Sincerely yours,


J. Patrick Tielborg

JPT:kh

#201571058

cc: Mr. Brian L. Ganske, Snelson Companies, Inc.
Mr. Jimmy Burns, Snelson Companies, Inc.

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August 5, 2009

Mr. Mack Bennett
International Union of Operating Engineers
470 Bryant Irvin Court, Suite 302
Fort Worth, 76107

Re: Well Point Systems

Dear Mack:

You have asked me to define the PLCA's position on the jurisdiction over well point systems. I researched this issue back over 40 years and our position has been consistent all of that time. The Operating Engineers and Laborers share the work on well point systems, which includes assembling discharge lines from pumps, setting the header, connecting the hose and pumps, adjusting the points and cleaning, and unclogging. The exact manning on the well point systems is at the discretion of the Contractor because as you know the systems vary. Also if the Contractor wants to leave the pumps running all night without an assigned Operator attending the pumps, that is the Contractor's call, but pump maintenance is the jurisdiction of the Operators. Lastly the UA is generally not involved in the well point set-up or operation unless there is some welding to be done.

I hope the above answers your question. If you need more information, please let me know.

Sincerely yours,

J. Patrick Tielborg

JPT:kh
#6388250

cc: Mr. Brent Booker, Laborers International Union of North America
Mr. Phillip Stephenson, United Association
Mr. Don W. Thorn, PLCA President
Mr. Charles P. Joyce, Labor Committee Chairman

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PIPE LINE CONTRACTORS ASSOCIATION

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August 27, 2013

Mr. Mack Bennett
International Union of Operating Engineers
4700 Bryant Irvin Court, Suite 302
Fort Worth, TX 76107

Re: Oiler on Ditching Machine

Dear Mack:

You asked me a question on whether or not an oiler or Laborer should be assigned to the ditching machine for purposes of stake setting. I reviewed our records and have attached an August 24, 1967, letter from Hailey Roberts to Peter Fosco, General Secretary-Treasurer for the Laborers International Union, which states that the oiler assigned to the ditching machine will set the ditching machine stakes, and if an additional stake-setter was needed it would be a Laborer.

I have checked our records and there is no change in this assignment. The general assignment is that an oiler is assigned to the ditching machine and is responsible for anything related to the ditching machine. If an additional worker is needed to set stakes, that person would be a Laborer.

Please let me know if you have any questions on the above.

Sincerely yours,

J. Patrick Tielborg

JPT:kh

Enclosure

#203986093

cc: Mr. Greg Davis, Laborers International Union

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August 30, 2011

Mr. Phillip Stephenson
United Association
3401 N. State Street
Oklahoma City, OK 73122

Re: Shortline Agreement and Laborers Jurisdiction Under NPLA

Dear Phil:

Attached is an e-mail from Brent Booker regarding the jurisdiction of the recently negotiated UA Shortline Agreement and its impact on the Laborers National Pipe Line Agreement. It has been the position of this Association that while we recognize the Shortline Agreement pursuant to Exhibit "E" signed January 20, 1954, we recognize it only as it pertains specifically to the UA National Pipe Line Agreement with the PLCA. The California Shortline Agreement modifies the UA and PLCA negotiated National Pipe Line Agreement for work covered in California and less than 30 miles in length. The Shortline Agreement, however, does not change the jurisdiction of any of the other three National Pipe Line Agreements. There is one provision in the new Shortline Agreement which assigns hooking and unhooking pipe to the UA. The hooking and unhooking of pipe for covered pipeline projects is the jurisdiction of the Laborers International Union except where fabrication is involved. This assignment to the Laborers has been recognized as such by a decision from the Policy Committee which is attached. You mentioned in an earlier e-mail that the UA Pipeline Department would not help enforce the Shortline Agreement. In light of the Laborers's concerns I would appreciate it if you would advise the UA Locals in California that the Shortline Agreement does not expand the jurisdiction of the United Association to any work covered by the National Pipe Line Agreements for the Laborers, Operating Engineers and Teamsters. I will make sure that all of our PLCA members are copied on this letter, as well, since several of those contractors were involved in negotiating the Shortline Agreement.

If you have any questions on this matter, please let me know.

Sincerely yours,

J. Patrick Tielborg

JPT:kh
Enclosure
#201340703

cc: Mr. Ed L. Jacobson, IBT
Mr. Mack Bennett, IUOE
Mr. Brent Booker, LIUNA
PLCA Regular Members

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November 30, 2005

Facsimile (202-737-2754)

Mr. Brent Booker
Laborers International Union of North America
905 – 16th Street, N.W.
Washington, D.C. 20006

Re: Fabrication

Dear Brent:

You asked me whether or not Laborers are normally assigned to a fabrication crew and whether the matter had been submitted to the Policy Committee for review. When fabrication is performed on a mainline pipeline job, whether on the jobsite with a fabrication crew or in a fabrication shop the work is the jurisdiction of the United Association. There is a specific provision in the U.A. National Pipe Line Agreement covering fabrication specifying the number of U.A. employees hired for a fabrication crew. Generally the only Laborers' work involving fabrication is the swamping on a crane or side boom when fabrication is moved from a warehouse or stockpile to the fabrication yard and when finished fabrication is moved from the fabrication yard to a storage yard or to a vehicle for transport. Laborers are not assigned to the fab yard set up since the fabrication (including set up with skids) is performed by the U.A. This has been the standard practice for over 30 years and the matter of fabrication jurisdiction – UA and Laborers – has never been submitted to the Policy Committee.

I hope the above answers your question.

Sincerely yours,

J. Patrick Tielborg

JPT/imk

cc: Mr. Robert H. Westphal, PLCA President
Mr. Charles P. Joyce, Labor Committee Chairman
Mr. Paul C. Gregory, Labor Committee Vice-Chairman

#5835580

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5: Labor Summary and Estimating Labor Needs

LABOR SUMMARY FOR BIG-INCH PIPELINE SPREAD

This is a very general overview of labor activities on a big inch pipeline spread. It is not possible to be precise without knowing the location, time of year, or size of project. There are some considerations that have to be addressed regardless of locations or size of project. Number one is safety. Pipeline work has always been a high-risk occupation with the potential for serious injury ever present. All personnel are working around large equipment, deep trenches, etc. For this reason, safety must always be the highest priority. There is no substitute for common sense and experience. All crews should have an experienced foreman and as many experienced personnel as possible.

RIGHT-OF-WAY FENCING

<u>Suggested Number of Laborers</u>	<u>Position</u>	<u>Skill Requirements</u>
1	Straw Boss	Should have leadership qualities, experience in fence building, and ability to deal with landowners.
6	General Laborer	Some knowledge of fence building would be helpful, but main requirement would be to take direction and work with power tools.

CLEARING CREW

<u>Suggested Number of Laborers</u>	<u>Position</u>	<u>Skill Requirements</u>
6	Power Saw Operators	Expertise in timber falling and power saw operations.
6	General Laborer	These Laborers will be helping the power saw operator.
10	General Laborer	Use of double-bit axe and heavy lifting required for trimming and stacking timber.
1	Saw Filer	Must have skills in sharpening chain saws and axes. Some expertise in chain saw repair.
2	Dozer Swampers	Heavy work changing dozer blades, cleaning tracks, hooking cables, etc.

GRADE CREW

2	Dozer Swampers	Heavy work changing dozer blades, cleaning tracks, hooking cables, etc.
---	----------------	---

DITCH CREW

1	Dozer Swampers	Some grade checking knowledge would be helpful, but not critical, some heavy work.
---	----------------	--

ROCK DITCH

<u>Suggested Number of Laborers</u>	<u>Position</u>	<u>Skill Requirements</u>
4	Drillers	Knowledge of different type drills and rock is a must.
2	Powdermen	Expertise in explosives is a requirement.
6	General Laborer	The Laborers will be helping the drillers and Powdermen. Ability to follow explicit directions imperative.

ROAD CROSSING

5	General Laborer	This is heavy work, shoveling, rigging, and setting skids.
---	-----------------	--

STRINGING

4	General Laborer	This is repetitive work, hooking and unhooking pipe.
---	-----------------	--

BENDING

2	Side Boom Swampers	Setting slings, turning seams.
2	General Laborer	Helping at bending machine, marking bending pulls, getting pipe in and out of machine.

PIPE GANG Pipe Set-Up

<u>Suggested Number of Laborers</u>	<u>Position</u>	<u>Skill Requirements</u>
2	Side Boom Swampers	Setting slings, turning seams.
4	General Laborer	Heavy work, setting skids.

SKID TRUCK

3	General Laborer	Heavy work, loading and unloading skids on truck.
---	-----------------	---

ALIGNMENT OF PIPE

2	Side Boom Swampers	Setting slings, turning seams.
3	General Laborer	Heavy work, setting skids, coating, lowering-in, and tie-ins. (3 crews)
33	General Laborer	There are no special skills required for these crews. The work is considered repetitious and heavy.

CLEAN UP

1	Straw Boss	
15	General Laborer	This crew will have various activities ranging from picking up debris, swamping on dozers, installing culverts in roadway to re-seeding land and replacing fencing.

Testing Crews

The testing crew is a composite work crew, but the Laborers have traditionally performed the following work:

- Hook and unhook belts (slings)
- Run hoses for pumps
- Run hoses for air compressors
- Set skids at tie-ins for headers, set belts on headers to take to UA
- Monitor water in frac tanks
- Put up testing warning signs
- Watch for people wandering into the test site
- Keep area policed of trash
- Help set up charts for testing
- Gather supplies

There are other work duties performed by the Laborers on a testing crew, but these are our main duties.

Horizontal Directional Drilling

Directional Boring, is also known as **Horizontal Directional Drilling (HDD)**, horizontal drilling, slant drilling, or deviated drilling.

The HDD process starts with a receiving hole for the drill and entrance pits. The pits allow drilling fluid to be collected and reclaimed to reduce costs and prevent waste. The first stage drills a pilot hole on the designed path, and the second stage (reaming) enlarges the hole by passing a larger cutting tool known as the back reamer. The reamer's diameter depends on the size of the pipe to be pulled back through the bore hole. The driller increases the diameter according to the outer diameter of the pipe or conduit. The third stage places the product or casing pipe in the enlarged hole by way of the drill stem; it is pulled behind the reamer to allow centering of the pipe in the newly reamed path.

Horizontal directional drilling is done with the help of a viscous fluid known as drilling fluid. It is a mixture of water and usually bentonite or a polymer continuously pumped to the cutting head or drill bit to facilitate the removal of cuttings, stabilize the bore hole, cool the cutting head, and lubricate the passage of the product pipe. The drilling fluid is sent into a machine called a reclaimer which removes the drill cuttings and maintains the proper viscosity of the fluid. Drilling fluids hold the cuttings in suspension to prevent them from clogging the bore. A clogged bore creates back pressure on the cutting head, slowing production.

Directional boring is used for installing infrastructure and pipes crossing waterways, roadways, shore approaches, congested areas, environmentally sensitive areas, and areas where other methods are costlier or not possible. It is used instead of other techniques to provide less traffic disruption, lower cost, deeper and/or longer installation, no access pit, shorter completion times, directional capabilities, and environmental safety.

For Horizontal Directional Drilling, the Laborers perform everything but operating the drill, including the following work:

- Off load all trucks
- Add drill stem bits as needed
- Set up drill
- Set up mud pits
- Hook and un-hook discharge hoses
- Mix drilling mud
- Load reaming bits
- Lay out locate lines and locate pilot head
- Hose down drill rig with water
- Connect wire that goes through pipe at each section
- Mark center on reaming pipes
- Install and maintain environmental fencing and discharge water pits
- Help use wrenches on going away side of pipe, disconnecting sections on the back reaming
- Clean up drill site (on-going)
- Take down drill and load out

Pre-job Grill Sheet

For pipeline jobs, some of the most common non-addendum pre-job conference questions of concern to Laborers, include:

- Special safety equipment
- Company call-outs
- Foreman – Laborers' crews need to be Laborers, i.e. environmental, fencing, and coating crews
- Pick-up pay for Operators, Laborers should have the same amount
- Laborers on pipe gang (need 3 on each side) and the same amount of Laborers on mini-gang if they have one

- Pipe gang and mini gangs need floating flaggers. Two flaggers are recommended. This keeps other crafts from doing our work.
- A Laborer present in fab yard. One main fab yard if there will be no moving fab yard. All fabricated articles moved on floats will have a Laborer to rig and unrig.
- A Laborer in pipe yard that stays there
- The same number Laborers as helpers on testing
- Confirm the number of Laborers in warehouse yard
- Ask about oilers and dozer. Laborers do swamping, oiler oils
- Skid Hustler – Laborer needs to be assigned to pick up the ground work
- Review drug testing per DOT requirements
- Fire watch? If not directly related to welding, Laborers should be assigned
- Laborers do all the hooking and unhooking of the pipe on the line, per policy committee decision
- Confirm that the Teamsters do not work on Skid truck or clean-up truck, this is not an addendum job
- Ask where the assembly points for Laborers is
- Provide phone numbers of hall and contact information. Ask for phone number and address of warehouse
- Ask where checks will be cashed
- Provide dues deduction and authorization forms
- Review stewards issues, i.e. pick-up pay (same as Operator steward), cell phone bill, top crew hour unless worked, then all hours. Steward needs to attend pre-job
- Provide contractor with wage and fringe so all issues can be hashed out at pre-job

Tax Treatment of Pick Up Rentals

The Internal Revenue Service has issued regulations, absent some accounting by the employee, that pick-up truck rentals will be considered wages. A CPA clarification follows:

February 19, 2015

Armand E. Sabitoni
General Secretary-Treasurer
Laborers' International Union of North America
905 16th Street, NW
Washington, DC 20006

Re: Tax Treatment of Rig Rentals and Pick-up Rentals

Dear Mr. Sabitoni:

This letter addresses the Internal Revenue Service treatment of certain payments made by employers to LIUNA members for rig rentals and for the use of pick-up trucks.

Rig Rentals

Payments made by an employer for the use of an employee's rig is generally considered rental income and not considered to be part of wages. This is assuming that the rental payments do not exceed the fair market rental value for the type of rig utilized. The payments are considered to be for the use of the equipment and not to compensate for services provided. These payments are not subject to employer tax withholding and should be reported by the employer on a Form 1099-Misc in Box 1.

Pick-up Rentals

Payments for pick-up trucks are generally made to compensate the employee for business use of the truck. Business use does not include ordinary commuting expenses when traveling to/from home and work. Business use of the pick-up truck does include traveling between worksites or from a warehouse to a work site. To the extent that the employee substantiates and accounts for the business use of the truck, and the payments from the contractor do not exceed the actual expenses to use the truck or the IRS established Standard Mileage Rate (57.5 cents per mile for 2015), the payments are considered reimbursed employee expenses. As such, they are not include in wages nor are they considered rental income to be reported on a 1099-Misc. It is important to note that if the payments for the use of the trucks are not made pursuant to an "accountable" plan whereby actual truck expenses or mileage are not accounted for, the payments would be considered taxable wages and included on the employees Form W-2.

To summarize, fair market value payments for the rental of rigs is considered rental income reported on a Form 1099-Misc and is not subject to wage withholding. Payments for the use of trucks can be treated as non-taxable employee reimbursements only when an accountable plan exists requiring the substantiation of expenses or mileage as the basis for the payment.

Please let me know if there are any questions or if I can provide additional information.

Sincerely,



James C. Kokolas, CPA
Partner

6: LIUNA Forms

The following four forms are available for your use. They can be found electronically on the LIUNA website at: <http://www.liuna.org/documents-and-resources>

Job Notification Form: Contractors signatory to the National Pipe Line Agreement shall immediately notify LIUNA of pipe line jobs obtained. The notification should include the size and length of the proposed job, the states and counties where the work is located, and the proposed starting date. This form should be faxed to: Terry O'Sullivan, LIUNA General President at 202-737-2754.

National Pipe Line Agreement Pre-Job Conference Report: Contractors obtaining work under the National Pipe Line Agreement shall hold a pre-job conference with LIUNA representatives before the start of any job. The pre-job conference will notify the union of the tentative details of the project, the approximate number of employees to be employed, including Key Employees, and other terms and conditions the job will follow. These detailed three page form will cover most all wages, hours of work, and working conditions for Laborers on the job.

Pre-Job Conference Report: A simple one-page pre-job conference reporting form is also available for use on any other construction project that involves a pre-job conference. Though not as detailed as the National Pipe Line Agreement pre-job conference report, this form will cover the most important items of the project.

Jurisdictional Disputes Reporting Form: Any jurisdictional disputes with another craft or trade union that cannot be settled on the job site should be immediately reported to LIUNA. This form details the project and location, the trades and contractors involved, and the details of the dispute. This form should be forwarded to your Regional Office.

LIUNA Fax List:

LIUNA	202-737-2754
Central and Eastern Canada Region	905-522-9310
Eastern Region	609-860-2845
Great Lakes Region	773-693-3831
Mid-Atlantic Region	703-860-1865
Midwest Region	217-522-6588
New England Region	401-861-3340
Northwest Region	206-728-2608
Ohio Valley and Southern States Region	513-372-6370
Pacific Southwest Region	916-604-5588

NATIONAL PIPELINE AGREEMENT Job Notification Form

FAX TO: 202-737-2754
Mr. Terence O'Sullivan, General President
905 16th Street, NW
Washington, DC 20006-1765
Telephone: 202-737-8320

Pages (including this page): _____

Please complete this form using print or type.

FROM:

Contractor Name

Street Address

City

State

Zip

Person to Contact

Title

Telephone Number

FAX Number

Gentleman:

We have been awarded a contract by _____
Project Owner/Prime Contractor

To perform the following work: _____
Type or Work

Start Date

Pipe Size

Length - Miles and/or Feet

Location – Counties and States

Headquarters

Superintendent

NATIONAL PIPELINE AGREEMENT PRE-JOB CONFERENCE REPORT

DATE: _____ TIME: _____ ASSIGNMENT: _____

CONTRACTOR: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

CLIENT / OWNER: _____

PROJECT LOCATION: _____

CITY / COUNTY / STATE: _____

INTERNATIONAL REPRESENTATIVE: _____

LOCAL UNION REPRESENTATIVE: _____

CONTRACTOR REPRESENTATIVE: _____

CONTRACTOR SUPERINTENDENT: _____

HOURS OF WORK: _____ DAYS PER WEEK: _____

NUMBER OF LABORERS: _____ KEY LABORERS: _____

WAGE RATES: _____ FRINGE RATES: _____

PER DIEM: _____ TRAVEL ALLOWANCE: _____

LOCAL UNION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

PROJECT START: _____ PROJECT CONCLUDE: _____

PIPE SIZE: _____ PIPE LENGTH: _____ SPREAD MILEAGE: _____

KEY EMPLOYEES:

<u>NAME</u>	<u>SS#</u>	<u>LOCAL UNION</u>	<u>CLASSIFICATION</u>
-------------	------------	--------------------	-----------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBCONTRACTORS:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

OFFICE MANAGER: _____ CELL: _____

TELEPHONE: _____ FAX: _____

WAREHOUSE LOCATION: _____

STEWARD'S DAYS: _____ HOURS: _____

VEHICLE: _____ CELL PHONE: _____

PAY DAY: _____ BANK: _____

CHECK CASHING: _____ DIRECT DEPOSIT: _____

SPECIAL SAFETY EQUIPMENT: _____

DRUG TESTING: _____

COMMENTS: _____

SIGNATURES:

CONTRACTOR REPRESENTATIVE: _____

INTERNATIONAL REPRESENTATIVE: _____

LOCAL UNION REPRESENTATIVE: _____

DATE: _____

PRE-JOB CONFERENCE REPORT FOR:

NAME OF AGREEMENT: _____

DATE: _____ TIME: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE: _____ FAX: _____

OWNER: _____

LIUNA INTERNATIONAL REPRESENTATIVE: _____

LOCAL UNION REP: _____ STEWARD: _____

CONTRACTOR REPRESENTATIVE: _____

SUPERINTENDENT: _____

JOB LOCATION: _____ PHONE: _____

STARTING DATE: _____ COMPLETION DATE: _____

HOURS OF WORK: _____ DAYS PER WEEK: _____

NUMBER OF LABORERS: _____ FRINGE RATE: _____

LOCAL UNION: _____

SUBCONTRACTOR: _____

ADDRESS: _____ PHONE: _____

TYPE OF WORK SUBBED: _____

COMMENTS: _____

KEY EMPLOYEES

NAME

SS#

JOB CLASSIFICATION

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LiUNA!

LIUNA LOCAL UNION: _____

NAME OF PROJECT: _____

GENERAL CONTRACTOR:

TELEPHONE: _____ FAX: _____

DISPUTE DETAILS:

AGREEMENT UNDER WHICH CONTRACTOR IS WORKING:

IS THE CONTACTOR STIPULATED TO THE PLAN FOR THE SETTLEMENT OR JURSDICTIONAL DISPUTES IN THE CONSTRUCTION INDSTUTRY?:

**FILL OUT THIS FORM WITH ANY ADDITIONAL INFORMATION THAT YOU MAY HAVE ON THE DISPUTE
AND FORWARD TO YOUR REGIONAL OFFICE.**

7: Glossary of Terms

AFL-CIO: The American Federation of Labor-Congress of Industrial Organizations is an umbrella organization of some 56 national and international unions headquartered in the United States. The AFL-CIO is organized along national, regional, state, and local lines.

Agency shop: A work place with contract language requiring that every worker represented by the union pay the equivalent of union dues (an “agency fee”) whether or not they decide to become actual members of the union. (See Union Shop)

Arbitration: A method of resolving disputes (typically grievances) between the union and the employer through the intervention of a neutral third party – an arbitrator – whose decision is binding and final.

Associated Builders and Contractors (ABC) is a national trade association that promotes open shop practices and opposes union security agreements, project labor agreements, and prevailing wage legislation.

Bargaining agent: A legally-certified union is designated by federal law as the sole and exclusive bargaining agent for a specific group of employees (the bargaining unit). This legal status is intended to prevent the formation of “company unions” – organizations that pretend to represent the workers but are dominated and controlled by management.

Bargaining unit: A group (or groups) of workers in a craft, department, plant, company or occupation, which the National Labor Relations Board has determined is appropriate for representation by a union for the purposes of collective bargaining.

Beck Rules: Based on a 1988 Supreme Court ruling requiring local unions to identify charges associated with activities necessary to represent workers from those related to non-representational activities, such as political action and new organizing.

Boycott: A tactic used by workers and consumers to pressure corporations through a mass refusal to purchase their products or otherwise patronize the business.

Captive audience meeting: A union-busting tactic in which the employer disseminates anti-union propaganda to the employees in mandatory-participation meetings, usually during work hours.

Card check: A method for American employees to organize into a labor union in which a majority of employees in a bargaining unit sign authorization forms, or "cards," stating they wish to be represented by the union.

Central Labor Council (CLC): A local body composed of AFL-CIO affiliated unions.

Certification: Official recognition by some impartial labor relations board that an employee organization is the exclusive representative for all the employees in an appropriate bargaining unit for the purpose of collective bargaining.

Check-off: A clause in the collective bargaining agreement that authorizes management to automatically deduct union dues or fees from union-represented employees.

Collective bargaining: Direct negotiations between union and company representatives to produce a collective bargaining agreement (CBA, also known as a labor agreement or contract.)

Common Sites Picketing: A form of picketing in which employees of a struck employer who work at a common site with employees of at least one neutral employer may picket only at their entrance to the worksite. The employees of neutral employers must enter the work place through other gates. Picketing is restricted to the entrance of the struck employer so as not to encourage a secondary boycott on the part of the employees of a neutral employer.

Company union: A sham union, dominated and often organized or inspired by the employer to manipulate the worker force and frustrate attempts to form a genuine union.

Concerted Activity: The rights, protected by the National Labor Relations Act, of two or more employees to act in concert to form, join, or assist labor organizations in order to affect their wages, hours or work or working conditions.

Contracting-out: When an employer hires outside personnel to perform work normally done by company employees, the work is said to be contracted-out or "out-sourced".

Contract: A legally-enforceable agreement negotiated between a union and employer that spells out the wages, hours, and other terms and conditions of employment. Contracts are binding on both parties for a fixed duration (typically three years) and then expire and must be re-negotiated.

Contract proposals: Contract language put forward by the union or the employer and subject to collective bargaining.

Cost-of-Living Allowances (COLA): Periodic pay adjustment to compensate workers for changes in the cost of living. COLA is usually geared to changes in the Consumer Price Index (CPI).

Craft union: A union that admits only workers of a particular trade, skill set, or occupation (e.g. Laborers, Plumbers, Carpenters or Electricians).

Decertification: Withdrawal by a government agency, such as the National Labor Relations Board, of a union's official recognition as exclusive bargaining representative. The NLRB will withdraw certification if a majority of employees vote against union representation in a decertification election.

Double-Breasted: A unionized contractor that sets up a non-union company to underbid or compete with its union company.

Duty of Fair Representation (DFR): Bargaining agent's obligation to represent all members of a bargaining unit fairly, in good faith, and without discrimination.

Economic Strike: A work stoppage by employees seeking economic benefits such as wages, hours, or other working conditions.

Exclusive Representative: The employee organization that, as a result of certification by a labor board, has the right to be the sole collective bargaining agent of all employees in an appropriate bargaining unit.

Fiduciary Obligations: Obligations of trust imposed by law on union officials with respect to the union funds and the fair representation of members in collective bargaining. Also applies to duties associated with serving on a trust fund.

Free Rider: An employee who fails to join a union that has negotiated a contract over their wages and working conditions, all the while benefiting from that contract.

Fringe benefits: Non-wage benefits, including paid vacations, pensions, medical and life insurance, whose cost is borne in whole or part by the employer.

Good Faith Bargaining: Negotiations in which two parties meet and confer at reasonable times and exchange proposals with open minds and the intention of reaching agreement over a new contract. (Bad faith bargaining is the reverse of this process.)

Grievance: A formal complaint alleging and seeking restitution for a violation of the Collective Bargaining Agreement.

Hiring hall: A union-operated placement center where manpower requests by employers are allotted to registered applicants according to a set order based usually on rotation or seniority.

Impasse: In general usage, a term referring to a situation where two parties cannot agree on a solution to a dispute. For collective bargaining purposes, if an impasse is reached, the employer is legally permitted to unilaterally impose its last offer.

Industrial union: A union that organizes on the principle of uniting all workers in an industry "wall-to-wall," regardless of craft or skill level. (See Craft Union)

Informational picketing: Patrolling near an employer's place of business purely for the purposes of informing and educating the public. (See Picketing)

Injunction: A court order which either imposes restraints upon action, or directs that a specific action be taken and which is, in either case, backed by the court's power to hold disobedient parties in contempt.

International union: A union with members in more than one country, typically the U.S. and Canada.

L-M Reports: The annual financial statement of income and expenses, including the salaries of union officers and staff. Unions are required by law to file them annually with the Labor Management (LM) Division of the Department of Labor.

Local union: A locally-based trade union organization which forms part of a larger, usually national, union.

Lockout: A lockout occurs when an employer seeks to force the terms of a settlement by refusing work to employees or shutting down operations.

Management Rights Clause: A provision in many contracts that defines the employer's rights to operate unilaterally, usually with respect to issues outside the scope of the contract, or otherwise not included within the collective bargaining agreement. One example would be the right to establish a production schedule.

Mandatory Subjects of Bargaining: Those items included under wages, hours, and other terms and conditions of employment over which either side (union or employer) must bargain if the other side proposes it. An employer may not make a change in a mandatory bargaining subject without providing prior notice to the union and an opportunity to bargain.

Market Share: The percentage of construction work done by union members and contractors.

Mediation and Conciliation: A process that attempts to resolve disputes through compromise and voluntary agreement. When negotiations between the union and the employer bog down, mediators (often employed by the Federal Mediation and Conciliation Service, FMCS) may agree to act as “go-betweens,” helping the parties find acceptable middle ground.

Most favored nations clause: Specifies that if a the union grants more favorable terms to any employer than those terms already contained in the collective bargaining agreement, then any signatory employer may also apply those favorable terms to its workers.

National Labor Relations Board (NLRB): The federal agency in charge of enforcing the National Labor Relations Act, which protects the rights of the U.S. workers in the private sector to organize unions and engage in free and fair collective bargaining. Unions, employers or individual workers who feel the Act has been violated may file charges with the NLRB. If an investigation shows the charges have merit, the NLRB files a formal complaint to be heard by an Administrative Law Judge.

Past Practice: A customary way of doing things, not written into the collective bargaining agreement. Past practices can sometimes be enforced through the grievance procedure if the practice has been longstanding, consistent, and accepted by the parties.

Per-capita tax: A payment, based on the number of members, from a local union to its international union or from a union body to the labor councils or federations with which it is affiliated.

Permanent Replacements: Under current labor law, when employees engage in an economic strike, the employer has the right to hire permanent replacements. After the strike has ended, if there is no back to work agreement reached between the union and the employer, employees replaced during the strike are put on a preferential hiring list and must wait for openings to occur. However, in the case of unfair labor practice strikes, the strikers must be reinstated with few exceptions.

Picketing: Patrolling near an employer's place of business to publicize the existence of a strike or other labor dispute to encourage people to join the union or to discourage people from working for or doing business with the employer. (See Informational Picketing.)

PLCA: The Pipe Line Contractors Association negotiates and administers the National Pipe Line Agreements with the International Unions representing the four crafts of employees involved in pipeline construction.

Portal to Portal Pay: Pay adjustment to account for workers traveling long distances to get to a remote job site. Generally paid as a predetermined amount, as opposed to a mileage reimbursement.

Precedent: A finding, ruling, or decision that governs future grievances over the same issue even if the contract is silent on the matter.

Pre-hire Agreement: The employer agrees to hire union members or union referrals for the purpose of working on anticipated jobs during the contract period. A union and an employer typically sign a pre-hire agreement before the employer hires any employees and, therefore, in advance of any showing of union majority support. Under Section 8(f) of the NLRA, pre-hire agreements are allowed only in construction industry.

Premium pay: Additional pay for work performed on overtime or under particularly difficult, dangerous or undesirable conditions.

Prevailing wage: The hourly wage, usual benefits and overtime, paid to the majority of workers, laborers, and mechanics within a particular area. In the Davis-Bacon Act of 1931, all federal government construction contracts, and most contracts for federally assisted construction over \$2,000, must include provisions for paying workers on-site no less than the locally prevailing wages and benefits paid on similar projects. Little Davis-Bacon laws apply to state, county and municipality-funded projects in majority of States.

Project Labor Agreement: A comprehensive pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project.

Protected concerted activity: An occasion when two or more employees act together to improve their terms and conditions of employment.

Raiding: An attempt by one union to induce members of another to defect and join its ranks.

Ratification: Formal approval of a newly negotiated agreement by vote of the union members affected.

Re-opener: A provision allowing the renegotiation of specific portions of a collective bargaining agreement (e.g. wages or medical insurance) prior to the expiration of the entire agreement.

Representation Election: A vote conducted by an appropriate labor board or agency to determine whether a majority of the workers in a previously established bargaining unit wish to be represented by a given union.

Right-to-work laws: Statutes that forbid unions and employers to enter into agreements requiring employees to join a union and pay dues and fees to it in order to get or keep a job. Twenty-four states, mostly in the South and West, have right-to-work laws.

Salting: When a worker secures employment at a non-union workplace with the ultimate goal of organizing the employees.

Scab (or Strikebreaker): An epithet used to describe a worker who refuses to join the union, or who crosses a union picket line and takes the job of a striking worker.

Secondary boycott: A group's refusal to work for, purchase from, or handle the products of a business with which the group has no dispute. When used to influence the outcome of a labor dispute, it is considered an unfair labor practice.

Seniority: A term used to designate an employee's status relative to other employees in determining the order in which they will be considered for promotion, transfer, lay-off, etc. Most collective bargaining agreements calculate seniority by total length of service with the company, sometimes with consideration for length of service within a particular craft or department.

Service Fee: A monetary assessment of non-members of a bargaining unit used to help defray the union's costs in negotiating and administering a contract.

Shift differential: Additional pay for work regularly performed outside normal daytime hours. (See Premium Pay.)

Side Agreement: An agreement outside the main collective bargaining agreement. It usually covers gaps, or clarifies misunderstandings, and is considered enforceable.

Steward: A union member responsible for handling problems on the job site, including grievances, between members and contractors, educating members on union policies and activities; and getting the members involved in the union. The steward is the backbone of the union.

Strike: The concerted withholding of labor from the employer; the refusal of the workforce to continue working for the employer unless certain terms and conditions are met. The strike is usually a tactic reserved for the last stage of collective bargaining, after all attempts to resolve the dispute have failed.

- **Economic Strike:** A work stoppage by employees seeking economic benefits such as wages, hours or other working conditions.
- **Unfair Labor Practice Strike:** Work stoppage when an employer commits an unfair labor practice.
- **Wildcat Strike:** A strike undertaken without official union authorization. Although not necessarily illegal, they are not necessarily protected by the NLRB.

Subcontracting clause: Limits how and to whom a contractor may subcontract phases of a project, with the objective of preserving bargaining unit's work. It usually mandates the signatory contractor to subcontract work only to other signatory contractors.

Successor Employer: An employer which has acquired an already existing operation and which continues operations in approximately the same manner as the previous employer, including the use of the previous employer's employees.

Surface Bargaining: A tactic whereby an employer meets with the union, but only goes through the motions of bargaining. Such conduct on the part of the employer is considered as a violation of the employer's duty to bargain, Section 8 (a) (5) of the NLRA.

Takebacks: Union benefits or favorable terms won in previous contracts which are lost in subsequent bargaining.

Trade union, or Union: Workers who organize a voluntary association to further their mutual interests with respect to wages, hours, working conditions, and other matters of common concern.

Trusteeship: The assumption of control over a local union by an international union or by the federal government under the RICO Act. Provided for by the Constitutions of most international unions, trusteeships suspend the normal governmental process of a local union and take over management of the local's assets and the administration of its internal affairs.

Unfair Labor Practice: Conduct prohibited by the NLRA regulating relations between employers, employees, and labor organizations.

Unilateral Change: Any change in the workplace an employer makes without the union's consent. The Board recognizes that an employer must bargain over all changes in hours and other working conditions with the employee's union. Generally, these changes must be bargained to impasse before a change is implemented.

Union density: The actual membership of a trade union as a percentage of the total possible membership.

Union election: An NLRA-regulated procedure of forming or joining a union, or decertifying an existing union. It consists of gathering support of the interested employees in the form of signing authorization cards, filing the election petition with the NLRB once 30 percent of employees in the bargaining unit have signed cards and conducting an election. To win the election, a side has to win 50 percent plus 1 vote. The union victory mandates the employer to recognize the union as the exclusive bargaining agent of the unit and to bargain in good faith towards reaching an agreement.

Union busting: Efforts by the employer (or lawyers and professional consultants hired by the employer) to make workers to lose faith in, quit, or refuse to join unions.

Union label, or union bug: A stamp, emblem or other mark affixed to a product to certify it was made by union labor.

Union shop, or Union security clause: A contract provision requiring every worker covered by the Collective Bargaining Agreement to become and remain a member of the union as a condition of employment or to pay an equivalent fee. Also referred to as a closed shop.

Vesting: The length of time an employee must work to guarantee that his/her accrued pension benefits will not be forfeited even if employment is terminated.

Wall-to-wall Collective Bargaining: Organizing by a single union all of the employees of an employer rather than certain departments or crafts.

Weingarten Rights: The rights of employees covered by the NLRA to request union representation during investigative interviews if they reasonably believe that the interview could result in their being disciplined. Weingarten rules also guarantee the rights of union representatives to assist and counsel employees during interviews that could lead to disciplinary action.

Wildcat Strike: A strike undertaken without official union authorization. Although not necessarily illegal, they are not necessarily protected by the NLRB.

Work-to-rule: A tactic used by workers to pressure management by scrupulously adhering to the letter of all company rules, safety regulations, contractual provisions, laws and other relevant procedures.

Yellow-dog contract: Now illegal, a Yellow Dog Contract is an agreement between an employer and an employee in which the employee pledges, as a condition of employment, not to join a union.

Zipper Clause: A contract clause which precludes any renegotiation of conditions covered in the contract during the life of the contract. It is designed to prevent an employer from trying to change the contract before the next round of bargaining.

8: National Pipe Line Agreement

The following pages contain the most current signed and executed version of the National Pipe Line Agreement.

The Agreement is between the Laborers' International Union of North America and the Pipe Line Contractors Association.

The Agreement and wage sheet can be found on-line at www.liuna.org.

NATIONAL PIPE LINE AGREEMENT

AGREEMENT made by and between the PIPE LINE CONTRACTORS ASSOCIATION, hereinafter 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 CO₂, 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) This Agreement shall supersede all other agreements between the parties or between Employer and any local of the Union for any work covered herein and described above.

(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.

(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,

*For purpose of notification, Union office to be contacted shall be the Laborers' International Union of North America, 905 – 16th Street, N.W., Washington, D. C. 20006.

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 pirating 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.

(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.

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 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.

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. Straws are subject to the same rules and fees of the Local Union and if salaried, fringes shall be capped at 60 hours per week.

(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.

(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

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 forty-eight (48)

hours previous notice to the Union. 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.

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 appli-

cable 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.

X.

WAGE RATES AND CLASSIFICATIONS

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

(1) In those States or Zones marked by a "PL", the wages and fringe contributions are negotiated by the PLCA and the LIUNA, and shall become effective on work in such areas and on the dates indicated in Appendix "A". All work bid before February 1, 2014, shall be compensated under the total wage and compensation package in effect on January 31, 2014. Effective for all work bid on or after February 1, 2014 - \$1.25 total package increase (\$1.75 for California); for all work performed after February 2, 2015 - \$1.25 total package increase (\$1.75 for California); for all work performed after February 1, 2016 - \$1.25 total package increase (\$1.75 for California). Union to determine distribution of increase. (Work under Project Labor Agreements and Letters of Understanding will be governed by the terms of those agreements.)

(2) 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 Dallas in accordance with the following provisions and conditions:

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

(b) 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.

(c) 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.

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

(e) It is understood that Employer will not be required to recognize or put into effect any highway construction wages (including welfare, pension, and other fringe benefits) received 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.

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

(B) 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.

Buffing Machine Man60
Dope Pot Firemen (hot or cold, nonmechanical).75
Drillers	1.25
*EM Scope/EM Scope for Directional Drill	2.00
*(Laborers entitled to the premium only when a Laborer is assigned to operate the EM Scope. Contact PLCA or LIUNA for Guidelines)	
Form Builder/Concrete Finisher	1.00
Hazardous Waste Specialist/Asbestos Abatement	1.00
(employee must be certified under applicable state regulations at dispatch)	
*Hot Dope Man75
*(main dope crew only—contact PLCA or LIUNA for Guidelines)	
Hot Pay75
(where employee 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)	
Jackhammersmen	2.00
Loaders and Tampers.	1.25
Nozzleman on Sandblasting	2.00
(sandblasting for Laborers will include all sand- blasting except that which is done in preparation of the welding or completing the welding process which is the jurisdiction of the UA)	

Powdermen, Blasters	1.75
Power Saw Operators	2.00
Skid Truck (When Laborer assigned on permanent basis)75
Steward	3.00
(Steward premium is above the Laborer base rate)	
Swamper (tractor, pipe gang and bending crew)	1.00

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) If one of the holidays named in Paragraph (B) above falls on Sunday, it shall be observed on Monday. Accordingly, if such an event occurs, work performed on Sunday shall be paid for at the regular rate for that day; work performed on Monday shall be paid for at double the straight time hourly rate. If no work is performed on Monday, no pay shall be required.

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 PLCA 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 now or additional rights to reinstatement with or 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 February 1, 2014, (July 21, 2014 for the Integrity Management and Maintenance Addendum) 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, 2017, 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this June 18, 2014.

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

By: 
Terry O'Sullivan, President

PIPE LINE CONTRACTORS ASSOCIATION

By: 
Ronnie Wise, President

By: 
J. Patrick Tielborg, Managing Director
and General Counsel

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ATTACHMENT 1

2014-2017 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 for work bid or awarded on or after February 1, 2014, through June 4, 2017. 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, 2017, 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. In all states set out in A. above, the following wage rates and fringes will apply for work bid on or after February 1, 2014, through June 4, 2017:

General Laborer	- Eff. 2/1/2014 \$20.87; Eff. 2/1/2015 - \$21.37; Eff. 2/1/2016- \$21.87; 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 - Effective 2/1/14 - \$ 37.50 per day per diem
to be paid for number of days in work week
set out in the pre-job form. Effective 2/1/15
- \$42.50 per day. Effective 2/1/16 - \$47.50
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.

**2014 - 2017 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 for work bid or awarded on or after February 1, 2014, through June 4, 2017. 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, 2017, 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,
Kentucky	Chester, Delaware, Montgomery
Maine	and Philadelphia counties only)
Maryland	Rhode Island
Massachusetts	Vermont
*Michigan	

B. Wage Rates, Fringes and Conditions:

1. In all states set out in A., the following wage rates and fringes will apply for work bid and let after February 1, 2014 through June 4, 2017.
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.

*Michigan – Wages and Fringes for 16" and Under Supplemental Addendum.

Rate*
Welfare
Pension
Vacation*
Training
Pipeline LECET
MI LECET
LEBPCT
PAC*

*Vacation and PAC are deductions from the Rate.

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 (pages 421-422) 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 & Pulaski Counties
FLORIDA	D.C.	
GEORGIA	IDAHO	IOWA Zone 1 and Cedar, Clinton, Lee, Louisa, Des Moines and Muscatine Counties
KENTUCKY (Boone, Kenton & Campbell are under Ohio, Crittenden, Henderson, Union and Webster are under Indiana)	INDIANA Zones 3 (except Elkhart, Fulton, St. Joseph, Kosciusko, LaGrange, Marshall, Noble & Pulaski Counties) (includes Crittenden, Henderson, Union & Webster in Kentucky - Indiana Zone 2)	MASSACHUSETTS Zone 1
LOUISIANA	IOWA Zone 2 (except Cedar, Clinton, Lee, Louisa, Des Moines and Muscatine Counties)	MICHIGAN
MISSISSIPPI	KANSAS	MINNESOTA
NEW MEXICO	MAINE	MISSOURI Zones 1, 2 and 5 and Local 663
NORTH CAROLINA	MARYLAND	NEVADA
OKLAHOMA	MASSACHUSETTS Zone 2	NEW JERSEY
SOUTH CAROLINA	MISSOURI (Except Zones 1, 2 and 5 and Local 663 counties)	NEW YORK Zones 1, 1A, 2, 3, 4 and Delaware, Orange, Sullivan and Ulster Counties
TENNESSEE	MONTANA	OREGON
TEXAS	NEBRASKA	PENNSYLVANIA Zone 1
	NEW HAMPSHIRE	RHODE ISLAND
	NEW YORK Zones 5-13 (except Delaware, Orange, Sullivan and Ulster Counties)	WASHINGTON
	NORTH DAKOTA	WISCONSIN
	*OHIO (includes Boone, Kenton & Campbell from Kentucky)	
	*PENNSYLVANIA Zones 2 and 3	
	SOUTH DAKOTA	
	UTAH	
	VERMONT	
	VIRGINIA	
	*WEST VIRGINIA	
	WYOMING	
	*Use 2013 rates for integrity work from 7/21/2014 to 2/1/2015 then current rates/fringes	

NATIONAL PIPE LINE 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 Pipe Line Agreement for the United States of America, between the Laborers' International Union of North America, AFL-CIO, and the Main Line Pipe Line Contractors operating in the United States, and also agrees to be bound by all renewals, changes or extensions thereto made by the original parties, unless notice of termination is given in writing by either the Union or the Employer to the other party not 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:

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, D.C. 20006