NATIONAL PIPE LINE AGREEMENT

BY AND BETWEEN

THE PIPE LINE CONTRACTORS ASSOCIATION

AND

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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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 Mainline Pipeline Contractors who execute an acceptance of the terms and provisions of this Agreement, hereinafter referred to as the "Employer," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "Union."

W I T N E S S E T H:

That, WHEREAS, the parties hereto desire to stabilize employment in the Mainline Pipeline Industry, agree upon wage rates, hours and conditions of employment;

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

ARTICLE 1: COVERAGE AND DEFINITIONS

(A) This National Pipe Line Agreement ("Agreement" or "NPLA") and the attachments covering (1) Small Diameter work and (2) Integrity Management and Maintenance work, both of which are included and made part of this Agreement, shall apply to and cover all transportation mainline 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 this Article. 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 mainline pipelines coming under this Agreement are those defined as follows:

The construction, installation, double-jointing, rebeveling, treating, insulating, reconditioning, testing, taking-up, re-laying, relocation, stockpiling or hauling of cross-country pipelines or any segments thereof transporting CO2, or coal, gas, oil, water[1] or other transportable materials, vapors, liquids, or hydrocarbons, including portions of such pipelines within private property boundaries up to the final metering station or connection.

All hauling of pipe and stockpiling from the railhead, dock site, port, mill, owner's permanent yard or yards, or a coating mill, to be used for any work defined in Article 1 shall be performed under and in accordance with the terms and conditions of this Agreement when such hauling and/or stockpiling is within the scope of the Employer's job. Work may be subject to negotiated mileage/weight or footage rates.[2]

The phrase "final metering station or connection" means that point which divides mainline transmission lines or higher-pressure lateral or branch lines from lower pressure distribution

[1] The Parties will negotiate special wages and conditions for water lines associated with the production of oil and natural gas or other transportable materials.

[2] For negotiated mileage/weight or footage rates, please contact the PLCA and/or the IBT.

systems. If a metering station or connection is located on a mainline transmission line, then the work covered by this Agreement includes the construction of all pipelines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines.[3]

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

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

(E) Such pipeline construction, installation, repair, maintenance, replacement, or reconditioning as may 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 connecting lines within city limits, and city distribution lines are not covered by this Agreement.

(F) In order to assure that the operation, maintenance and repair of all equipment is performed under the terms and conditions of this Agreement, the parties agree that the laying of underground cable is covered only when Employer performs the work as a prime or general contractor or when Employer has complete control of all the equipment used in the performance of the work.

ARTICLE 2: ENTIRE AGREEMENT

(A) This Agreement shall supersede all other agreements between Employer and any local of the Union ("Local Union") for any work covered herein, and the terms and conditions set out in this NPLA supersede the terms and conditions of any and all Local Union agreements, without exception. The terms and conditions of the NPLA are fully binding on all Local Unions and such Local Unions will not seek to modify or alter any of the terms and conditions set out herein.

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

[3] The parties agree that this Article 1(B) shall be interpreted such that the NPLA covers all Transmission Pipelines defined as the following: (a) A pipeline with an actual operating pressure of 200 psi or greater, regardless of diameter; (b) A pipeline that is (i) greater than 16" in diameter and (ii) has an actual operating pressure of 151 psi or greater; and, (c) includes (i) all gathering lines, (ii) all pipelines within, to, and from storage fields; and, (iii) all service lines to large volume customers such as factories, power plants, and institutional users of gas. (Large volume customers receive similar volumes of gas as a distribution center and include factories, power plants, and institutional user of gas.)

terms.

(C) If and when an 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 the Employer or the name of any other corporation, company, partnership, enterprise, combination, or joint venture.

(D) 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 Unions' 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 multiyear maintenance agreements and any pipeline project extending more than one (1) year; it may be necessary for the Union to, on a temporary basis, represent employees who perform work outside the Union's traditional jurisdiction and, on a temporary basis, it may be necessary to make adjustment to accommodate existing market segments where there is not currently significant union market share. The Union also agrees that Employers granted any concessions under this Article 2(D) will be obligated to sign the current National Pipe Line Agreement for future covered work. It is further agreed that the Union and the Association will meet on a regular basis (minimum two times annually) to review progress in planning under this Article. Employer agrees that work within the traditional jurisdiction of the Teamsters, as defined in this Agreement and by decisions of the Policy Committee, shall be assigned only to Teamsters represented by the Union and shall not be assigned to employers not covered by this Agreement. 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. Should the Union extend to any other Employer engaged in similar work terms and conditions more favorable than those set out in this agreement, such terms and conditions shall automatically be extended to all Employers, parties to this Agreement.

(E) If any individual Employer pays any wages in excess of the wages negotiated in this 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 the International Brotherhood of Teamsters shall jointly determine that such bonus is for the purpose of pirating workers from other individual Employers, or results in conditions injurious to the pipeline industry, then such individual Employer shall be required to pay the same extra compensation to all employees classified as Group 1 or Group 2 in this Agreement, and a proportionate additional compensation to all employees classified as Group 3 in 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.

(F) 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.

ARTICLE 3: SUBCONTRACTING

(A) All of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by Employer or any subcontractor of said Employer, provided, however, that where equipment other than that listed in Article 20 and 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 Article 3(A) 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. It is specifically agreed that the arrangements set forth in this Article may not be used for the purpose of evading this Agreement. Alleged violations of this provision shall be submitted to the grievance procedure in Article 29.

(B) When the International Union's Pipeline Representative and the PLCA agree that there are no local, qualified, and reasonably competitive union subcontractors available to perform certain covered work consistent with the project schedule, the Employer can engage non-signatory subcontractor(s) to perform the covered work in question. Before the International Union and the PLCA can make such a determination, the Employer must request that the Local Union provide a list of subcontractors qualified to perform the covered work. Such requests should typically be made at the pre-job conference or as soon as practicable once the Employer identifies the need for the subcontractor. The Local Union must provide the list to the Employer within 48 hours, or it will be assumed that no qualified subcontractors are available. The International Union's Pipeline Representative will not unreasonably withhold agreement including, but not limited to, where there are no subcontractors available in the relevant market and the goods/materials in question are perishable (e.g., concrete). The requirement that subcontractor work be performed in accordance with this Agreement shall not apply to such non-signatory subcontractors.

(C) If an owner-operator is engaged by an Employer under this Agreement, he shall be paid applicable wage rates with proper fringe benefit contributions and be subject to the terms and conditions of this Agreement. It is not the responsibility of the Employer to recruit and/or organize service providers to complete the work. If a Union Employer is available, he will be utilized first.

ARTICLE 4: SEVERABILITY AND LEGAL COMPLIANCE

(A) It is the intention of the parties hereto to comply with all applicable provisions of State or Federal Law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any Court or Board of competent jurisdiction. In such event, the Union or the Employer may, at its option, require renegotiations of such individual provisions for the purpose of adequate legal replacement thereof, each reserving the right of economic recourse in the event an agreement cannot be reached in such negotiations, and such actions shall not constitute a violation of this Agreement.

(B) In the event of the invalidation of any paragraph, sentence, or Article of this

Agreement by any Court or Board of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

(C) Employer and Union agree that neither of them shall take any action which shall discriminate against any individual with respect to compensation terms, conditions, or privileges of employment because of such individual's race, age, color, religion, sex, national origin, or disability.

ARTICLE 5: GENDER NEUTRALITY

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.

ARTICLE 6: UNION RECOGNITION

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, as amended.

ARTICLE 7: UNION SECURITY

All employees covered by this Agreement, as a condition of their continued employment, shall, commencing on the eighth day following the beginning of their employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is the later, acquire and, for the duration of this Agreement, maintain membership in the Union. This provision shall not apply in any state where such requirement for acquiring or continuing membership in the Union as a condition for continued employment is prohibited by law; provided, however, that where an Agency Shop is permitted under the laws of such state, then such employee shall pay to the Union on his eighth day of employment or the effective date of this Agreement or the execution date of this Agreement, whichever is the later, and while so employed, a sum equal to the amount paid by members thereof for initiation fees and monthly dues; and further provided that should the laws of any such state be changed by action of legislation, or by Court determination, in such a way that the foregoing provisions may not be applied, then the parties hereto shall, upon thirty days' written notice, renegotiate this provision. The Employer will provide the Union in writing with the names, addresses, and dates of hire for all new employees within 72 hours of the date of hire.

ARTICLE 8: UNION DUES CHECKOFF AND VOLUNTARY DEDUCTIONS

(A) Upon request of the Local Union having jurisdiction of the job, and upon presentation of proper authorization forms executed by the individual employees, the individual Employer agrees to deduct from the wages of such individual employees Union initiation fees and dues and shall pay over to such Local Unions the amount so deducted.

(B) Upon presentation of proper authorization forms executed by the individual employees, the Employer agrees to deduct from the paycheck of all employees covered by this

Agreement voluntary contributions to the Democrat Republican Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall remit to DRIVE National headquarters, on a monthly basis, in one check, the total amount deducted along with the name and social security number of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck.

ARTICLE 9: JOB NOTIFICATION

Employer agrees to immediately notify the Union of jobs obtained by Employer, describing the size, location, and length of the proposed pipeline and the proposed starting date. Notification shall also be made to the Union when the scope of work falling under a prior pre-job conference expands such that work will now occur in additional state(s) or zone(s) (as identified in Schedule A) that were not identified on the original job notification. On job notifications provided to multiple unions under the National Pipe Line Agreements but where no covered work falling within the jurisdiction of the Union will be performed, the Employer will so note that on the job notification. The Union agrees to notify the Employer of the Regional Office which shall participate in the pre-job conference. Before any unloading, racking, or stringing of pipe or before clearing any right-of-way, or before performing any other work covered by this Agreement, the contractor-Employer shall, except in cases of extreme emergency, contact the Union within a reasonable time prior to the proposed starting date for the purpose of arranging a pre-job conference at least one week prior to the proposed starting date. If the Union does not timely respond to the job notification and request for a pre-job conference the Employer may begin work without penalty.

Failure to provide proper notification will be subject to the grievance and arbitration procedure set out in Article 29. Any Employer that starts a job without prior notification as required by this Agreement shall be liable for each such violation in the sum of $3,000 for the first infraction and $5,000 for subsequent infractions to be paid to the Teamsters National Pipeline Training Fund. This penalty is not to be considered part of any remedies or damages awarded by an Arbitrator under Article 29. In no event shall any penalty payment be made by any Employer until such time as the Pipeline Director of the Union and the Managing Director of the PLCA have reviewed the facts and mutually agree that such payment is due. When no mutual agreement between the PLCA and the Union can be reached, the question shall be resolved by arbitration in accordance with the procedure set out in Article 29.

ARTICLE 10: PRE-JOB CONFERENCE

(A) Employer and representatives of the International Union and the 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 Union's representatives at such conferences shall be authorized by Union to represent Union for the entire area covered by the job. It shall be the purpose of the pre-job conference to agree upon such matters as the length of the work week, the number of workers to be employed, the layoff procedure, the applicable wage rates in accordance with the contract, and any other matters not including any interpretation of the

clauses of this Agreement, it being agreed that any interpretation of the Agreement should be made between the principal parties hereto, so that proper application thereof may be made on the jobs. No additional pre-job conference will be required if the hours of work or work conditions are changed.

(B) No representative of any individual Employer and no representative of the Union or any of its Local Unions shall demand at the pre-job conference or at any other time during the continuance of the job any term or condition not covered by this Agreement. A copy of the report made of each pre-job conference shall be furnished to the PLCA and to the IBT, and no agreement made at any pre-job conference which adds to or modifies in any way the terms and conditions of this Agreement shall be binding on any individual Employer or the Union, or any of its Local Unions, unless approved and ratified by the PLCA and the IBT.

(C) In the event that the Union and the Employer are unable to mutually agree upon layoff procedure or any other matter at the pre-job conference, the dispute may be immediately elevated by either party for resolution to the Director, Construction Division, IBT, and the Managing Director, PLCA, for decision along previously established guidelines. Pending resolution of such disputes, the Union may not delay naming a Steward.

(D) Pre-job conferences will be conducted via teleconference, videoconference, or email unless the Employer or Union requests an in-person meeting.

ARTICLE 11: HIRING AND QUALIFICATIONS

(A) Employer shall have the right to hire the first driver; the second employee hired shall be the Steward. Employer shall have the right to employ, direct, and bring into the job employees who are regular employees in Employer's work, and the contractor shall have the right to keep such employees in its employ on all work throughout the territory covered by this Agreement.

(B) The words "regular employee" shall mean those who are regularly and customarily employed by the individual Employer and because of their special knowledge and experience in pipeline construction work, are considered key employees. It is anticipated that the number of regular employees shall not be more than a majority of the total number required, but there shall be no limitation on the classification of such regular employees, with the understanding that these classifications will be distributed as evenly as possible.

(C) It is understood and agreed that the above limitations shall not apply to the pipeline stringing operations.

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

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

a. Nothing in this Agreement shall affect the Employer's inherent right to determine the competence and qualifications of applicants for employment or of its employees and its right to reject or discharge accordingly.

b. The selection of applicants for referral to jobs shall be based on a non-discriminatory basis and shall not be based on or in any way affected by union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policy, or requirement.

c. Workers referred under this Article to the contractor's job who are not able to perform the job to which they are referred because of their own lack of qualifications, or for some other reason which is the worker's own responsibility, shall not be paid show-up time.

d. Qualified applicants required by Employer at the start of the job must be referred by a Local Union 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 Union referral office within 24 hours of the receipt of Employer's request. If the Local Union referral office fails to comply with this condition, Employer may secure qualified applicants from any other source (in such instances the Local Union that was unable to dispatch workers will authorize such hires to work under this Agreement.) Qualified applicants under this Article must:

(i) Have proper federal and state licenses.

(ii) Have proper Operator Qualification (OQ) credentials where necessary.

(iii) Have pipeline or general construction work experience relevant to pipeline work or completion of a certified pipeline training course operated or approved by the Teamsters Pipe Line Training Fund. The Teamsters and PLCA also agree they will jointly review the training program on a 6-month basis.

(iv) Comply with company employee and safety policy standards. These policy standards will be provided by each Employer at the pre-job conference.

2. 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 workers are to be recruited, as to the number of workers who will be needed in addition to its regular employees. Employers shall give preference in employment to workers in the area who have had previous pipeline construction experience. It is understood that an Employer may also recruit workers 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 competence and qualifications of applicants and employees and to reject and discharge accordingly.

3. 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.

4. Employers may submit "Do Not Dispatch" requests to the appropriate Local Union regarding any employee previously terminated by the Employer for just cause. Such requests must be submitted in writing to the Local Union and must be signed by the Superintendent and an officer of the company. Such requests must be based on just cause and will be honored for a period of 1 year from the date it is received by the Local Union. If the request is based on egregious conduct including but not limited to workplace violence, harassment, discrimination, theft, brandishing firearms, etc. the 'Do Not Dispatch' request will be honored by the Union for a minimum of two (2) years. The Employer and the Local Union may agree to extend the "Do Not Dispatch" period beyond two (2) years. An Employer may also request that the Local Union agree to apply a 1-year Do Not Dispatch for other reasonable circumstances. If the Employer and the Local Union do not agree on the disposition of a request, it will be subject to the grievance and arbitration procedure set forth in Article 29.

(E) 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 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.

ARTICLE 12: JOBSITE ACCESS

The business representative of the Union shall have access to any job at any time, subject to the owner safety and security rules and Federal and State regulations and shall notify the field office of their presence on the job prior to entering the job site. The representatives of the Union shall not schedule meetings which could in any way hinder ongoing production.

ARTICLE 13: STEWARDS

(A) As soon as any work starts, including unloading, racking, or stringing of pipe, or clearing of right-of-way, the Union may select no more than one employee of the Employer who shall act as Steward for the Union. It is understood that the Employer will not be required to employ a Steward for any subcontract work prior to the start of operations by the Employer.

(B) The Steward shall be paid for the number of hours he actually works each day or for the number of hours for which the job is set up on a daily basis, whichever is greater, except that on those days in the regular scheduled work week when no work is performed, then the Reporting Time pay provisions of Article 26 will apply.

(C) When a project includes covered work in the jurisdiction of more than one Local Union, there shall only be one recognized Steward. The one recognized Steward shall be

responsible for the prime/general contractor as well as all subcontractors with fewer than 6 employees performing covered work on the project, other than any stringing or clearing subcontractors, unless the parties mutually agree on other arrangements.

(D) The Steward shall be a working Steward. The Steward shall perform his work for the Employer the same as any other worker and shall be entitled to receive the rate of pay under Article 19 for the area in which the job is located. Although it is agreed that there will be no non-working Stewards, it is also recognized by the parties that the Steward has an important function in maintaining harmony and cooperation on the job, and therefore his assignment should not be such to prevent his normal function as a Steward but, when possible, the Steward will complete Union-related work on non-working time. Therefore, the parties agree that his job assignment will be a subject to be decided at the pre-job conference.

(E) Stewards shall not be discharged without 48 hours' previous notice to Union; provided, however, where the Steward is terminated for just cause (as defined in this Agreement), the Employer shall provide notice to the Union as soon as practicable, and the discharged Steward shall not receive any pay or other compensation based on a failure to provide 48 hours' notice.

(F) The Employer shall provide the Steward with a weekly record of all Teamster employees listing date of hire, Local Union number if applicable, classification, hours worked or paid, rate of pay, and date of lay-off or discharge.

(G) 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 the Agreement.

(H) The Employer will rent the Steward's personal truck based on the demands to fulfill the role of Steward on the job and/or other business-related needs; provided, however, the parties recognize that certain jobs, such as small one location jobs, do not require truck rental; however, in such instances an evenhanded approach among the pipeline crafts is anticipated absent extenuating circumstances. The Steward must have a valid driver's license, proof of insurance, and sign a truck rental agreement. The Steward must also satisfy a driving records check and comply with all driver / safety policies. When the Steward's truck is rented, the applicable rate will be $65 per day or the same as the rental rate paid to the Operator Steward, whichever is greater.

ARTICLE 14: WORKING RULES

(A) The Employer shall have the right to make and revise, from time to time, safety rules and working rules which are not inconsistent with any of the terms of this Agreement or with existing laws. The Union agrees to cooperate in the enforcement of such safety and working rules.

(B) Provisions for first aid will be made available on each job.

(C) The time of the employees shall start when the employees leave the warehouse and shall end when the equipment is stored or parked at the warehouse or in the field. The

lunch period shall be excluded when computing working time; provided that if an employee does not receive a lunch period, such time will not be excluded.

(D) The Union shall place no limitation upon the amount of work which an employee shall 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, and, during emergencies, any employee of Employer may be assigned to any work; provided that where an employee is so changed and assigned to work in a classification carrying a higher wage rate he shall be paid such higher wage rate for the period so changed or assigned.

(E) The Employer may, at its discretion, appoint Straw-Bosses or Straw-Foreman ("Straws"). Straws are typically employees with increased responsibility and/or supervisory employees responsible for directing the work of others, maintaining productivity, ensuring a safe work environment, determining work techniques to be used, and apportioning the work among employees, among other responsibilities. Straws may also perform covered work falling under this Agreement. The appointment of any Straws is the responsibility of the Employer. Such appointments shall not be interfered with by the Union. Straws may be salaried or paid on an hourly basis with a minimum of the applicable Group 1 rate plus top premium; provided, however, that if salaried, fringe benefit contributions and dues shall be capped at the hours of the job is set up on as established at the pre-job conference but in no event more than 60 hours per week. Straws will not be included as a direct Employer hire for purposes of the hiring ratio.

(F) Employees' pay (including fringe benefits) shall be calculated and paid in increments of thirty (30) minutes. All past practice of requiring pay for employees to be calculated and paid in one (1) hour increments is eliminated.

ARTICLE 15: PAYMENT OF WAGES

(A) The payday shall be once each week, unless the Employer agrees to allow employees to draw on money earned; under such conditions, payday may be once every two weeks. All employees shall be paid by (1) check; (2) direct deposit of wages to the bank or financial institution of the employee's choice; or (3) a cash/debit card on a weekly basis, in which case pay stubs will be provided to the employee. Employees are to be paid at the end of their regular shift whether working in the Employer's yard or in the field. When employees are laid off or discharged, they must be paid wages due to them at the time of the layoff or discharge.

(B) The Employer shall only be obligated to make arrangements in remote locations where there are no check cashing facilities available to enable employees to cash their paychecks at no cost to the employees. In all other areas, Employees will be responsible for check cashing.

ARTICLE 16: SAFETY EQUIPMENT

(A) The Employer will pay a line item lump sum payment of $ 10.00 per week to each employee for any week in which the employee works to cover the cost and maintenance of steel toe boots and prescription safety glasses. When notified of this requirement at the pre-job conference, the employee must come to the Project with the required steel toe boots and/or

prescription safety glasses.

(B) 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.

ARTICLE 17: DISCIPLINE AND DISCHARGE

The Employer may not discipline or terminate an employee except for just cause. Discipline or termination issued under this Article shall be subject to review under the grievance and arbitration process set out in Article 29. The discipline or termination will be upheld unless it is determined that the Employer lacked just cause. Just cause includes, but is not limited to, the following: initiation of workplace violence; harassment; discrimination; theft; fraud or deceit; repeated and documented instances of careless or negligent work (copies of documentation to be provided to the steward); unsafe performance and/or violation of Employer driver or safety policies; improper communication or contact with a client or customer, etc.

ARTICLE 18: BACKGROUND CHECKS

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

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

(C) No background check described above shall be conducted unless the employee executes an authorization form allowing such background check. The authorization forms

furnished to the employees by the Employer shall comply with all applicable federal, state, and local laws, including, but not limited to the Fair Credit Reporting Act (FCRA), and such authorization form shall not require any employee to waive rights available to him or her under FCRA or other applicable law. Refusal of an employee to sign an authorization form that complies with the foregoing requirements may be considered just cause for discharge.

(D) It is agreed that except for the background checks specifically authorized above, no other background checks of any kind whatsoever shall be performed on any employee absent the mutual agreement of the parties.

ARTICLE 19: WAGES AND FRINGE BENEFITS

(A) The wage rates and fringe benefit contribution rates to be paid for all covered work under this Agreement are set out in Schedule A.

(B) In those States or Zones marked by a "PL" in Schedule A, the wages and fringe benefit contributions are negotiated by the PLCA and the International Brotherhood of Teamsters, and shall become effective on work in such areas on the dates indicated in Schedule A. In "PL" states, the total wage and fringe benefit package will be increased as follows, and the increases will be set forth in Schedule A as periodically updated:

1. On June 1, 2026, the total wage/fringe benefit package will be increased by the equivalent of two and a half percent (2.5%); provided however, increases will not apply on any work bid, awarded, or pre-jobbed before June 1, 2026.

2. On May 31, 2027, the total wage/fringe benefit package will be increased by the equivalent of two and a half percent (2.5%).

3. On June 5, 2028, the total wage/fringe benefit package will be increased by the equivalent of two and a half percent (2.5%).

4. As related to the increases set out in Article 19(B) 1-3, the amounts are to be allocated within the total package by the Union.

(C) In all other States and Zones ("HH" states) effective January 1 and July 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 six-month periods immediately preceding January 1 and July 1, each year, provided copies of such highway construction agreements are furnished to the PLCA office in accordance with the following provisions and conditions:

1. The highway construction agreements furnished to the PLCA office must be negotiated between a local of the International Brotherhood of Teamsters and a recognized Employer's Association.

2. Said highway agreements must be furnished to the PLCA office on or before January 1 and July 1 of each year in order to be recognized; or the Union may notify the Association prior to January 1 and July 1 of each year that a particular local is still in

negotiations, and that copies of the completed highway agreement will be sent to the PLCA office within 25 days after the applicable January 1 or July 1 date.

3. In the event no current or recognized highway agreements have been furnished to the PLCA office in accordance with the provisions of this Article 19(C), then the last published or recognized wages (including welfare, pension, and other fringe benefits) will be published or recognized until the next applicable January 1 or July 1 date.

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

5. It is understood that Employer will not be required to recognize or put into effect any highway construction wages (including welfare, pension, and other fringe benefits) received in the PLCA office after January 1, or 25 days after January 1, if applicable, of each year until the following July 1 of that year, nor those received after July 1, or 25 days after July 1, if applicable, of each year until the following January 1.

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

(D) On any work on which government regulations, such as the pre-determination made by the Davis-Bacon Division of the U.S. Department of Labor, specify minimum wage rates and fringes, such wage rates and fringes shall be paid by Employer; provided that in no case shall wage rates and fringes be paid which are lower than those set out in Schedule A.

(E) When the covered work on a project will occur in multiple states /zones as set out in Schedule A, the applicable wage and benefit contribution rates shall be blended as follows: (1) for a lineal mainline pipeline project: prorated mileage; (2) for non-lineal projects: prorated projected manhours; or (3) some other reasonable formula reflecting a fair pro-rata of the work. The Employer will provide its blended rates and underlying formula to the Union at the pre-job conference. The Employer's rates will be accepted by the Union unless the formula is unreasonable. It is agreed that formulas based on prorated mileage or prorated manhours are reasonable. Notwithstanding the above, Employers may elect to pay wage and benefit contribution rates based on where the work is performed at their discretion.

ARTICLE 20: CLASSIFICATIONS AND PREMIUMS

(A) The work coming under the jurisdiction of the Union and covered by the terms of this contract includes driving of all necessary equipment used for transportation of men, equipment, and materials, as indicated in the following classifications:

GROUP 1	GROUP 2	GROUP 3
Articulating End Dump	A-Frame/Gin Pole/Winch Truck	Bus
Log/Grapple Truck	Bottle Truck	Dump Truck (2 axle)
Low Boy	Challenger (for transportation purposes)	Flat Bed Truck (2 axle)
Mechanical Sweeper	DEF Truck	Jeep
Rollagon or similar type equipment	Dump Truck (3 axle)	Pick-Up Truck
Steward	Flat Bed Truck (3 axle)	Pilot Car
Stringing Truck	Single Axle Float (3 axle)	Skid Truck (2 axle)
Truck Mechanic	Hot Pass Truck (3 axle)	Swamp Buggy, Marsh Buggy, or similar type equipment
	Forklift	Team Driver
	Fuel Truck	Parts Chaser
	Rubber-tired Tractor	Water Truck (2 axle)
	Skid Truck (3 axle)	
	Tandem Float (4 & 5 axle)	
	Track Truck / All-Track Dumper equipment	
	Water Truck (3 axle)	

(B) The following provisions will apply to certain classifications listed above.

1. The premiums set out below will apply to the classifications listed. There will be no stacking of premiums.

Classification	Premium	Notes
Steward	$3.00/hour	
Fuel Truck Low Boy Stringing Truck	$2.25/hour	
Haz-Mat	$1.00/hour	Premium to be paid for the full day where any Haz-Mat work is required. A Haz-Mat license is required.

2. The assignment of both the Log Truck/Grapple Truck and the Mechanical Sweeper is split with the IUOE. The Teamsters will be assigned the first truck in odd years and the second truck in even years.

3. The Teamster will receive the applicable Group 1 Operator rate when assigned to the Log Truck/Grapple Truck, the Mechanical Sweeper, or the Truck Mechanic.

4. The Parts Chaser will be an Employer hire and must have a Teamster book.

5. Any driver requested to have a Class A license will receive a minimum of Group 2 pay.

6. When a Group 3 vehicle has a trailer added which exceeds 26,000 pounds requiring a Class A license, the driver will receive Group 2 pay.

(C) The naming of the particular classifications above does not imply that the Employer is required to employ workers in each classification, and the Employer shall be the sole judge as to the number of workers to be employed.

(D) Suburbans and/or passenger vans, crew cabs, pick-up trucks, and 1-ton trucks shall come under the jurisdiction of the Union when used primarily for transportation of employees, equipment and material and will be carried under the Group 3 classification. Employer retains sole discretion for hiring and assignment of this equipment. When this equipment is assigned to specialty crews such as fence crews, environmental crews, survey crews, bending engineer/crews, clearing crews, or similar crews, a Teamster will be assigned only when such equipment is used primarily for transportation of employees, equipment, and material.

(E) When new equipment not covered by the above classifications is to be used for transportation of men and/or materials, a new classification and rate shall be negotiated between the parties hereto and put into effect before the equipment involved is put into service.

ARTICLE 21: FRINGE BENEFIT FUND ADMINISTRATION

(A) Fringe Benefit contributions under this Agreement shall be paid for all hours worked. The fringe benefits to be paid for all work covered by this Agreement are set out in Schedule A.

(B) All employees covered by this Agreement will be classified on each project as either a Traveler or Non-Traveler. Travelers are defined as those employees hired for a project directly by the Employer and are typically regular or key employees of the Employer. Non-Travelers are employees dispatched to a project by the Local Union with jurisdiction over the project.

1. Whether or not an employee is a member of the Local Union that dispatched the employee to the project is not a factor in determining whether the employee is to be classified as a Traveler or a Non-Traveler.

2. On projects where there are multiple Local Unions dispatching employees, it is understood that employees dispatched to the project by any of the Local Unions that have jurisdiction for any portion of the project shall be considered a Non-Travelers.

3. An employee's status as a Traveler or Non-Traveler will be determined at the time of hiring and will be based solely on the criteria described above. An employee's initial status as Traveler or Non-Traveler shall apply throughout the employee's tenure on the project regardless of where the work is being performed.

(C) All welfare contributions for Travelers will be remitted to the Central States, Southeast and Southwest Areas Health and Welfare Fund (also known as TeamCare).

(D) All pension contributions for Travelers will be remitted to the Teamsters National Pipe Line Pension Fund ("TNPLP Fund"). The plan and trust documents for the TNPLP Fund are made a part of this Agreement.

(E) Contributions for fringe benefits for all Non-Travelers will be remitted to the local funds designated by the Local Union at the pre-job conference, provided however, a Non-Traveler can designate at the time of hire to have Health & Welfare contributions remitted to TeamCare in lieu of the local Health & Welfare fund designated by the Local Union. If the Local Union designates the Central States, Southeast and Southwest Areas Pension Plan ("Central States Pension Plan"), pension contributions will be remitted to the TNPLP Fund.

(F) Notwithstanding Article 21(D) and (E), should a contractor choose to continue to participate in the Central States Pension Plan, then contributions for both that contractor's Travelers and Non-Travelers will be remitted to the Central States Pension Plan.

(G) Remittance reports and contributions for any health and welfare, pension, or other fringe benefit contribution as set out in Schedule A of this Agreement must be delivered to the respective Fund Administrators and postmarked no later than the 15th day of the month following the month for which work was performed. In the event any individual Employer is delinquent in its payment of any health and welfare, pension, or other fringe benefit contribution as set out in Schedule A of this Agreement, it is agreed that the principal officer of that particular Employer, the Union, and the PLCA shall be notified as to such delinquency. If after five days all delinquencies have not been paid in full, it is agreed that the Union may take any appropriate action it deems necessary in order to collect such delinquent contributions and will not be considered in violation of Article 28 should a work stoppage occur. If there is a conflict with the delinquency language in this Article and any trust fund agreement, this Article will apply.

(H) In order that Employer may legally contribute to the fringe benefit funds called for in Schedule A of this Agreement and in order that employees may legally participate as beneficiaries of such funds, the National Participation Agreement, a copy of which is set out in Schedule B to this Agreement, shall be signed by each individual Employer and filed with Union in Washington, D.C. By signing the National Participation Agreement, Employer will not be required to sign any local Participation Agreement.

(I) If, in the opinion of the Board of Trustees of any of the funds for which contributions

are 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 such funds that some security for the contributions be obtained, said Board of Trustees is authorized to require such individual Employer to deposit the sum of $300 per employee in an escrow account designated by the Director of the funds. Upon completion of the job, any amounts in excess of the contributions due shall be refunded to the individual Employer.

(J) Notwithstanding anything to the contrary set forth in this Article, or anything elsewhere in this Agreement (including Schedule B), any Employer, who has an obligation under this Agreement to remit contributions for pension benefits on behalf of any employees to a local pension fund having jurisdiction over the work, may elect to have the contributions remitted instead on a continuing basis to the TNPLP Fund if the pension fund is not a construction fund as defined by ERISA Section 4203, or is in critical status ("Red Zone"). The employer must make the election within 120 days of the date it receives annual written notice of the local pension fund's zone status certification, or the execution date of this Agreement whichever is later and shall provide written notice to the local pension fund and the Union of its election as soon as practicable thereafter.

(K) The undersigned Parties acknowledge and agree that the applicable multi-employer pension plans are, or may become, subject to the remedial provisions and requirements of the federal Pension Protection Act of 2006 (PPA), which sets forth certain funding standards and remedial requirements for multi-employer pension plans. Under applicable circumstances, the PPA imposes extra-contractual obligations upon contributing employers. The Union hereby agrees that, in the event any contribution surcharges, funding obligation, eligibility requirements, rehabilitation plan terms, or any other PPA provision or requirement results in obligating the Employer to contribute any amount in excess of the amount agreed upon herein during the term of this Agreement, the corresponding amount of such additional contribution obligation shall be offset by equivalent reductions to the wage rates set forth in Schedule A of this Agreement. Should the offset amounts not be readily ascertainable, i.e., other than $xx.xx per hour per employee or $xx.xx per week, per employee, the undersigned Parties shall attempt to agree upon the amount(s) and methodology for the calculation and implementation of any such offsets. Failing to agree, the matter shall be subject to the grievance and arbitration procedure set forth in Article 29 of this Agreement. The costs of such arbitration shall be borne by the Union.

(L) If any federal or state legislation or regulations impose extra funding obligations, such as additional fringe benefit increases, penalties, or surcharges in any amount in excess of the amount bargained for in this Agreement on or after February 1, 2014, such additional amounts shall be offset from wages.

(M) Contributions shall be made to the Teamsters National Pipe Line Training Fund and Labor-Management Cooperation Trust in accordance with Schedule A and the provisions below.

1. The Trustees of the Teamsters National Pipe Line Training Fund will develop a National Pipeline Training Program for Teamsters to train in operating pipeline equipment in areas of high pipeline construction.

2. The Trustees of the Teamsters National Pipe Line Training Fund will develop a DOT training program to teach Teamsters the necessary skills to comply with DOT driver requirements. Part of this program will be to develop a general pre-dispatch drug and alcohol testing program to be applied to all drivers seeking work under the NPLA.

3. The National Pipe Line Training Fund will establish proficiency training standards to be used in a National Pipeline Training Course, which will include specific OQ training. Regional training courses also will be set up throughout the country as necessary and will be subject to the proficiency training standards developed by the Fund. A list of Teamsters who have successfully completed the course will be made available to signatory contractors on request. Funds contributed to local training funds for pipeline work covered under the NPLA should be used by the local funds to provide pipeline and OQ training. Local pipeline training will be monitored by the Teamsters National Pipe Line Training Fund.

ARTICLE 22: PER DIEM AND DAILY CONTRIBUTION

(A) Employees performing work under this Agreement are often required to travel away from their homes. In order to reimburse employees for reasonable lodging, meals, and other incidental expenses incurred while traveling away from home, eligible employees will receive a daily allowance known as a "per diem." The per diem rates for eligible employees are set forth in Schedule A (as periodically modified by the Parties to this Agreement). The per diem shall be paid for the number of days set out in the pre-job report.

Should an Employer work two or more consecutive weeks on days that are outside of the pre-jobbed workweek for reasons other than inclement weather makeup or schedule recovery, the Employer will be required to pay per diem for the extra workday, whether worked or not, for the remainder of the project. For example, if the project is pre-jobbed at 5/10s and the Employer works two consecutive Saturdays (for reasons other than inclement weather makeup or schedule recovery) the Employer will be required to pay per diem for all Saturdays, whether worked or not, for the remainder of the project. Article 24 shall not apply to any additional per diem days paid under this Article.

(B) For any state/zone where a per diem is required (as set out in Schedule A), the per diem rates shall be:

1. Effective June 1, 2026, the per diem rate shall be increased by $20 per day.
2. Effective May 31, 2027, the per diem rate shall be increased by $15 per day.
3. Effective June 5, 2028, the per diem rate shall be increased by $7 per day.
4. The per diem rate in Pennsylvania Zone 2 will follow the same annual increases outlined above.

(C) For any state/zone where a per diem is required (as set out in Schedule A), employees who perform work under the Agreement and do not travel away from home to perform such work shall receive a daily contribution to (i) the applicable pension fund designated for the project or (ii) a qualified individual account, non-defined benefit fund designated for the project

in an amount equivalent to the applicable per diem rate (as set forth in the Schedule A) ("Daily Contribution"). The determination of which employees are eligible for the Daily Contribution shall be those employees deemed ineligible to receive a per diem based on the Employer's per diem policy. The Daily Contribution shall be paid for the number of days set out in the pre-job report.

ARTICLE 23: TRUCK RENTAL

(A) The Employer has sole discretion to determine if the personal trucks of employees will be rented or if the Employer will provide the employee transportation from the Assembly Point to the employee's work location. (Provisions related to Steward Truck Rental are in Article 13.) In order to receive truck rental payments, the employee must have a valid driver's license, proof of insurance, and sign a truck rental agreement. The employee must also satisfy a driving records check and comply with all driver / safety policies. Upon execution of a truck rental agreement, the employee shall receive a rental payment of $65 per day. For such employees, under no circumstances will truck rental payments be paid if the Employer does not use the employee's truck for transportation from the Assembly Point to the employee's work location or other business purpose.

(B) Mechanics will be required to provide a usable rig which is in full compliance with federal and state laws as a condition of employment. Mechanics rigs must, at a minimum, have: a legally operable, mechanically sound truck; a crane; an air compressor; a welding machine with appropriate leads, extension cords, and oxygen / acetylene cutting equipment; and a full complement of mechanics tools. Employers are not responsible for the costs associated with standard maintenance, upkeep, or typical wear and tear to the rig.

ARTICLE 24: WAITING TIME

(A) Employees shall be paid waiting time for any day lost during the normal scheduled work week. For any day lost during any one work week, the waiting time payment will be 2 hours to be paid at the applicable straight-time rate and will include any premium.

(B) Waiting time shall not be owed on non-working days. For example, if the Employer is working a regularly scheduled six-day work week, no waiting time will be paid for the seventh day.

(C) In no event shall the waiting time payment be included in counting the eight or forty hours after which overtime is payable.

(D) If a holiday designated by this Agreement falls on a designated workday and no work is performed, waiting time only shall be paid to employees. However, if a holiday designated by this Agreement falls on a non-working day, no waiting time shall be paid for that day.

(E) In emergencies, when the Local Union is notified beforehand, the Employer may work any employee or employees on any day without incurring liability for waiting time payments to any employees.

(F) There will be no fringe benefits paid for waiting time under this Article 24.

ARTICLE 25: OVERTIME AND HOLIDAYS

(A) The work week shall begin Monday and shall end Sunday. Except as otherwise provided in Schedule A, all hours worked by an employee in excess of eight (8) straight-time hours per day and/or forty (40) straight-time hours per week, and all work on Sunday shall be paid for at the rate of one and one-half (1.5x) the straight-time rate.

(B) Work performed on a holiday designated by this Agreement shall be paid for at double (2x) the straight-time hourly rate; provided, however, that in the event one of the holidays named herein occurs during the first forty (40) hours of any work week, the hours worked on such holidays shall not be counted in computing the forty (40) hours after which the employee is entitled to a rate of one and one-half (1.5x) the straight-time rate.

(C) Holidays designated under this Agreement are: Christmas, Thanksgiving, Memorial Day, Labor Day, New Years' Day, and July 4th. Holidays shall be observed on the day on which they occur. If the holiday occurs on a non-scheduled workday, no pay or waiting time will be owed.

ARTICLE 26: REPORTING TIME

(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 the day that he has so reported, he shall receive pay equivalent to four hours at the rate applicable for that day. This pay shall be provided notwithstanding that he has not been ordered to report for work on that particular day, if the person has been working regularly, and the Employer has failed to notify him not to report for work at or before 8:00 P.M. on the preceding day.

(B) Any person who reports to work and 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.

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

(D) It is expressly provided, however, that when a person refuses to work or 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.

(E) Where notification to the employees is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the Steward shall be sufficient notification to the employees, provided such notification is made during working hours and he is afforded a reasonable opportunity to notify the employees during working hours.

ARTICLE 27: DRUG AND ALCOHOL TESTING

(A) A Substance Abuse Policy has been negotiated by the PLCA and the International

Brotherhood of Teamsters and is attached hereto and made a part of this Agreement as Schedule C.

(B) If an employee fails a pre-employment drug or alcohol test and is so notified by 9:00 a.m. on the fifth business day following the day of taking the test, then the employee's wage rate shall not be the hourly wage rate set forth in this Agreement. Instead, the employee shall be paid wages at a flat rate of $90 per day worked (but in no event less than the applicable minimum wage) for all days worked prior to receiving such notification (not to exceed five (5) days) and for which no wages have yet been paid as required by this Agreement. If subsequent testing reveals a false positive, the employee will be entitled to full compensation for the period he worked and reinstatement. The results of all tests will be kept confidential between the employee, the Employer, and the Union.

(C) As a condition of employment, all employees must be registered in the FMCSA Drug & Alcohol Clearinghouse and satisfy all other similar state or federal requirements related to licensing and/or clearance to work. It is the responsibility of the employee to complete all such requirements prior to reporting to the job.

ARTICLE 28: 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 29 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 this Article 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 option declare the provisions of this Article 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 International Brotherhood of Teamsters refuse to cross a picket line established by another

craft union within the pipeline industry.

ARTICLE 29: 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. Misassignments of work which are not jurisdictional disputes will be subject to the Grievance Procedure of the NPLA. Misassignments will be defined as the assignment of work traditionally belonging to the Teamsters under the NPLA to another craft.

(B) If a grievance, dispute, or difference of opinion cannot be settled on the job within 48 hours, then the grieving party may within 10 calendar days refer the matter to either the appropriate International Union representative or Employer's executive personnel (whichever is appliable to the grieving party). The Employer and the International Union representatives will have 10 calendar days to resolve the matter. If a satisfactory resolution to the matter has not been reached within 10 calendar days, the matter may be referred to the PLCA by either party to assist with resolution. If, within 7 calendar days, the PLCA is unable to facilitate resolution of the matter, either party may demand arbitration and initiate the process in Article 29(D) below. The parties may extend these deadlines and other deadlines noted throughout this Article by mutual agreement.

(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 procedures 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 main line, cross-country pipeline construction industry, three (3) to be appointed by the International Union, and three (3) by the PLCA. These six (6) individuals shall constitute the Arbitration Board.

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

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

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

upon one (1) person to whom the matter shall be referred.

2. If within forty-eight (48) hours no mutual agreement has been reached by the procedure set out above, the Association will immediately contact the Federal Mediation and 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 the Arbitrator's selection either:

   a. Jointly, if the Union and PLCA mutually agree; or

   b. Separately, if no mutual agreement, and the Association 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 the Employer involved shall bear the expense of their appointed Arbitrators. In the event an Arbitrator from the Federal Mediation and Conciliation Service is selected, then the Union and the Employer shall be jointly responsible for that person's expenses.

(H) In the event an Employer fails or refuses to comply with the grievance procedure set out hereinabove, the provisions of Article 28 shall not be binding upon Union. If the Union fails or refuses to comply with the grievance procedure set out hereinabove, the Employer shall have the right to declare this entire Agreement null and void.

(I) The Parties agree that all claims that could be redressed under the California Labor Code Private Attorneys General Act of 2004 (PAGA) shall be resolved exclusively through this grievance and arbitration procedure. Such claims shall not be brought in a court of law or before any administrative agency, and the Unions, on behalf of their respective represented employees, waive the right to bring such claims in such forums in light of: (1) the established independence, longevity, and stability of this grievance and arbitration provisions under the NPLA; (2) the industry knowledge and experience necessary to fairly resolve such claims; and, (3) the legal and regulatory exceptions created for collectively bargained arrangements. To the maximum extent possible, this Agreement waives the requirements of PAGA and authorizes an arbitrator to award any and all remedies otherwise available under PAGA except nothing in this PAGA waiver authorizes the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency. The time limit to bring such claims under the grievance and arbitration procedures shall be the shortest time limit permitted by applicable law.

ARTICLE 30: JURISDICTIONAL DISPUTES

(A) The PLCA and the four International Unions with which National Pipe Line Agreements have been negotiated have established a National Pipeline Industry Joint 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.

(B) If a dispute arises involving a work assignment or work covered in the above classifications between Union and any other Union, there shall be no slowdown, stoppage, or abandonment of work, and the parties hereto agree to resolve such dispute in accordance with the rules and regulations adopted by the National Pipeline Industry Joint Policy Committee.

(C) 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.

(D) Disputes related to an Employer that assigns work in violation of clear and unambiguous decisions of the Policy Committee are subject to the grievance & arbitration process set out in Article 29. The Policy Committee shall have no jurisdiction over such disputes and an Arbitrator shall have authority consistent with Article 29 to award remedies or damages as appropriate.

ARTICLE 31: PIPE LINE INDUSTRY ADVANCEMENT FUND

Employers working under this Agreement shall make a monthly contribution to the Pipe Line Industry Advancement Fund ("PLIAF") in an amount equal to product of multiplying the rate designated by the PLIAF per hour by the aggregate number of hours worked in the month by the Employer's employees. Contributions made to the PLIAF are irrevocable once made. Every Employer that is bound by this Agreement agrees to also be bound by PLIAF's rules and regulations, as may be amended from time to time. The monthly contribution required under this provision shall be made by the date designated by the PLIAF under the rules, and consistent with the requirements of such rules, as amended. The rate currently designated by the PLIAF is $0.15 per hour. Future rate designations will be determined by the PLIAF. Employers will be so notified of any change in the rate designation.

ARTICLE 32: HISTORICAL PRECEDENT

Since the inception of the National Pipe Line Agreements, which cover all main line, 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, The United Association of Journeyman 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.

ARTICLE 33: 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.

ARTICLE 34: 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 the International Union fails to use reasonable efforts to correct such unauthorized act.

(B) It is understood that the PLCA is acting merely as collective bargaining agent in the negotiation of 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.

ARTICLE 35: CAMERAS AND TECHNOLOGY

(A) Recognizing the rapid advancements in technology systems in vehicles, the PLCA shall, upon request, bargain any new vehicle safety technology installed after June 1, 2026, affecting terms and conditions of employment with the Union.

(B) Employers may install and utilize GPS systems, vehicle data/analytics systems, cameras (including both external cameras on the exterior of the vehicle and internal cameras within the driver's cab area of the vehicle), and other technological systems that track or surveil movement. Such technological systems may issue displayed system alerts, vehicle safety alerts, safe driver alerts, GPS / directions, and other alerts, prompts, and/or reminders related to vehicle operation and may also issue audible vehicle safety alerts, safe driver alerts and GPS/direction prompts. Cameras installed or utilized under this Article may capture or record video, audio, and/or analytic data. Employee biometric data will not be captured without Employee consent and only as permitted by law. Employers will install and operate these systems in a manner that minimizes the intrusion of privacy when possible.

(C) The Parties agree that safety-based technological systems alone, including artificial intelligence or similar systems that track or surveil an employee's movements, may not serve as the sole basis for discipline. The Employer must confirm, either by direct observation, in-vehicle or other video review, vehicle data or analytics, or other corroborating evidence, any violations that may result in discipline.

(D) Notwithstanding the foregoing, when a customer requires the use of a vehicle technological system or feature, the Employer may use the system or feature. The Employer will notify the Union of the requirement at the pre-job conference.

ARTICLE 36: EFFECTIVE DATE, TERMINATION, AND RENEWAL

(A) This Agreement represents a continuation of the original Agreement covering transportation mainline pipeline construction between the International Brotherhood of Teamsters and the members of the PLCA and other contractors dated January 1, 1966.

(B) This Agreement shall become effective June 1, 2026, when signed by the parties hereto and shall remain in full force and effect until its termination as provided hereinbelow.

(C) The provisions of this Agreement shall continue in full force and effect until June 3, 2029, and thereafter from year to year unless terminated at the option of either party after sixty (60) days' notice in writing to the other.

(D) Union agrees to reopen the Agreement upon two weeks' notice that federal or state legislation has been enacted which impacts signatory Employers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27th day of July, 2026.

PIPE LINE CONTRACTORS ASSOCIATION

By: _____
Robert Bendure, President

By: _____
Elizabeth Worrell, Managing Director
& Chief Legal Counsel

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: _____
Sean O'Brien, General President

By: _____
Tom Gesualdi, Director of Building
Material and Construction Trade Division

ATTACHMENT 1
ADDENDUM TO THE NATIONAL PIPE LINE AGREEMENT FOR SMALL DIAMETER WORK

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. This Addendum applies only to jobs for which both a signatory(ies) to the National Pipe Line Agreement (NPLA) and a non-signatory(ies) are bidding the work. Non-signatory(ies) shall include any contractor signed to some but not all of the NPLAs applicable in the industry. This Attachment 1 will be attached to and made a part of the NPLA.

A) Scope of Work

1) This Attachment 1 shall apply to all pipeline work performed where the pipe is 16" and under in diameter, regardless of length.

2) There are specific jobs within the scope of work of this Attachment 1 for which all of 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, Employers should contact the PLCA.

B) Wage Rates & Fringes

1) The applicable wages, fringe benefits, and per diem under this Attachment 1 shall be based on the state coverage set out in Attachment 1A and as follows:

   a) In A states/areas, the total mainline wage and benefit package will be reduced 20%; however, the applicable health and welfare rate will be excluded from the calculation. Per diem is not considered part of the total mainline wage and benefit package.

   b) In B states/areas, the total mainline wage and benefit package will be reduced 10%; however, the applicable health and welfare rate will be excluded from the calculation. Per diem is not considered part of the total mainline wage and benefit package.

   c) In C states/areas, the total mainline wage and benefit package will apply without reduction.

   d) Reduced rates in A or B states/areas apply regardless of whether other NPLA-signatory unions work under reduced rates.

2) When working under this Attachment 1, only the following premiums will be paid:

   a) The Teamsters operating the Low Boy, Stringing Truck, and Fuel Truck will receive a premium of $2.25 per hour above the regular rate of pay.

   b) The Steward will receive a premium of $3.00 per hour above the regular rate of pay.

3) PLIAF contributions under Article 31 are required for all work performed under this Attachment 1.

C) Working Conditions

The following conditions apply to all work performed under this Attachment 1, including but not limited to work performed in C states/areas:

1) Hiring will be 75% direct Employer hire, and 25% Local Union dispatch, provided that the Union must have qualified workers available. To the extent the Union does not have qualified workers available, the Employer may hire directly.

2) 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.

3) The assembly point/warehouse location will be determined by the contractor. There will be no restrictions on assembly point(s) or warehouse distance from living accommodations, and the assembly point may be on the right-of-way. The establishing of any assembly point or points will not affect the location of the warehouse.

4) By mutual agreement, the 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 this Attachment 1 and the NPLA.

5) The employees' time will start at the jobsite which will be determined at the discretion of the Employer.

6) The Steward will be a working Steward and assigned to full time work.

7) Unless addressed herein, all other terms and conditions of the NPLA between the PLCA and the International Brotherhood of Teamsters will remain in effect.

ATTACHMENT 1A
STATE COVERAGE

Alabama	A	**New Hampshire**	B
Arizona	A	**New Jersey**	C
Arkansas	A	**New Mexico**	A
California	C	**New York** - Zones 1, 2, 3 & Delaware County	C
Colorado	A	**New York** – rest of state	B
Connecticut	B	**North Carolina**	A
Delaware	B	**North Dakota**	A
District of Columbia	B	**Ohio**	B
Florida	A	**Oklahoma**	A
Georgia	A	**Oregon**	B
Idaho	A	**Pennsylvania** – Zone 1	C
Illinois	C	**Pennsylvania** - rest of state	B
Indiana - Lake, La Porte, Porter, St. Joseph, Elkhart, Fulton, Jasper, Kosciusko, LaGrange, Marshall, Newton, Noble, Pulaski and Stark Counties	C	**Rhode Island**	B
Indiana - rest of state	B	**South Carolina**	A
Iowa - Cedar, Clinton, Des Moines, Lee, Louisa, Muscatine and Scott Counties	C	**South Dakota**	A
Iowa - rest of state	B	**Tennessee**	A
Kansas	A	**Texas**	A
Kentucky	B	**Utah**	A
Louisiana	A	**Vermont**	B
Maine	B	**Virginia**	A
Maryland	B	**Washington**	B
Massachusetts	B	**West Virginia**	B
Michigan	B	**Wisconsin**	C
Minnesota	B	**Wyoming**	A
Mississippi	A		
Missouri	B		
Montana	A		
Nebraska	A		
Nevada	B		

1. Rates in A or B states/areas apply regardless of whether other NPLA-signatory unions work under reduced rates.

2. Attachment conditions apply in all states/areas including but not limited to "C" states/areas.

ATTACHMENT 2
ADDENDUM TO THE NATIONAL PIPE LINE AGREEMENT FOR INTEGRITY MANAGEMENT & MAINTENANCE WORK

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 Attachment 2 will be attached to and made a part of the National Pipe Line Agreement (NPLA).

A) Scope of Work

1) 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, rebevelling, reconditioning, modification, dismantling, demolition, and addition to extension of /or replacement of existing pipelines, including but not limited to the following:

   a) Modification of, addition to, extension of and/or replacement or relocation of existing pipelines, regardless of size, with construction scope not to exceed 15 miles per job;

   b) hydrostatic testing of existing pipelines regardless of size or length;

   c) anomaly investigation and repair including recoating and/or replacement of pipe;

   d) installation, removal or replacement of valves, launchers/receivers, and/or appurtenant piping for integrity programs;

   e) right-of-way maintenance;

   f) casing extension and split casing installation;

   g) cathodic protection work; and

   h) horizontal directional drill crossings and road boring.

2) The term "existing pipelines" used within this Attachment 2 is limited to a constructed pipeline already completed.

3) The Pipe Line Contractors Association (PLCA) may request additional coverage to this Attachment 2 by written request.

B) Wage Rates & Fringes

1) The applicable wages and fringe benefits under this Attachment 2 shall be the same as set out in Article B(1) of Attachment 1 and based on the state coverage set out in Attachment 1A.

2) Reduced rates in A or B states/areas apply regardless of whether other NPLA-signatory unions work under reduced rates.

3) PLIAF contributions under Article 31 are required for all work performed under this Attachment 2.

C) Working Conditions

The following conditions apply to all work performed under this Attachment 2, including but not limited to work performed in C states/areas:

1) Hiring will be 75% direct Employer hire, and 25% Local Union dispatch, provided that the Union must have qualified workers available. To the extent the Union does not have qualified workers available, the Employer may hire directly.

2) Employees who are required to report to the warehouse and start work will receive pay for actual hours worked with a minimum of four (4) hours.

3) Once the crew is hired, the Employer can move that crew within the covered project without change regardless of Local Union jurisdiction.

4) 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.

5) The employees' time will start at the jobsite which will be determined at the discretion of the Employer.

6) The assembly point/warehouse location will be determined by the contractor. There will be no restrictions on assembly point(s) or warehouse distance from living accommodations, and the assembly point may be on the right-of-way. The establishing of any assembly point or points will not affect the location of the warehouse.

7) The pre-job will be with representatives from the International Union.

8) The Steward will be a working Steward and assigned to full time work.

9) Unless addressed herein, all other terms and conditions of the NPLA between the PLCA and the International Brotherhood of Teamsters will remain in effect.

SCHEDULE A
NATIONAL PIPE LINE AGREEMENT
WAGE & BENEFIT CONTRIBUTION RATE SHEETS

The wage rates and fringe benefit contribution rates to be paid for covered work in all states/zones under the National Pipe Line Agreement are set out on the rate sheets set out in this Schedule A.

SCHEDULE B
NATIONAL PIPE LINE AGREEMENT
PARTICIPATION AGREEMENT

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

NOW, THEREFORE, IT IS AGREED by and between the undersigned Employer, the applicable multiemployer plans, and the International Brotherhood of Teamsters that such Employer hereby subscribes to the various agreements and declarations of trust and policies and procedures of the particular funds into which such Employer will be required to make contributions pursuant to the National Pipe Line Agreement and agrees to be bound thereby and to amendments made or to be made thereto, but only to the extent they are consistent with the terms of this Agreement; and authorizes the parties to such trust agreements to name the trustees and successor trustees, and to administer the trusts; and does hereby ratify and accept such trustees and the terms and conditions of said trusts; provided, however, that no amendments or provisions of said agreement or declaration of trust shall bind the Employer for any financial obligations, including, without limitation, dues delinquency determinations or exit contributions, including withdrawal liability except as otherwise required by law, beyond that set forth in the National Pipe Line Agreement pursuant to which such contributions are made. The Employer shall only be obligated to an applicable multiemployer plan if said multiemployer plan provides to Employer its EIN number. Said Employer's obligations shall also be considered within and limited by the construction industry exemption of the Employee Retirement Income Security Act ("ERISA"), as amended by the Multiemployer Pension Plan Amendments Act of 1980 ("MPPAA") as long as said Employer is a construction industry employer within the meaning of 29 U.S.C. §1383(b). Furthermore, under this Agreement Employer shall only be obligated to contribute to plans that certify that they primarily cover employees in the building and construction industry, or plans that demonstrate to the satisfaction of the Employer that they have been amended to provide that the construction industry exemptions of Sections 4203 and 4208 of ERISA apply to the Employer as long Employer is a construction employer as defined above.

DATED this ____day of _____, 20__.

EMPLOYER:

By: _____
Name and Title

_____
Name of Company

_____

Address

_____
City and State

_____
Federal Employer ID

By the execution of this agreement on behalf of its affiliated Local Unions, the International Brotherhood of Teamsters does so for convenience only and does not assume any liabilities with respect to such agreements and declarations of trust or with respect to Local Union contracts to which the International Brotherhood of Teamsters is not a party.

ACCEPTED:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS ON
BEHALF OF ITS AFFILIATED LOCAL UNIONS

By:_____

Title: _____

ACCEPTED:
BY THE TRUSTEES OF THE FOLLOWING

_____
Name of Fund

_____

_____

_____

_____

_____

_____
Local Union

By:_____
Authorized Business Agent

SCHEDULE C
NATIONAL PIPE LINE AGREEMENT
SUBSTANCE ABUSE POLICY

Contact the PLCA or the International Union to request a copy of the Substance Abuse Policy.