

**NORTH SLOPE PETROLEUM INDUSTRY**

**July 2022 – June 2025**

**MAINTENANCE & CONSTRUCTION**

**LABOR AGREEMENT**

**NORTH SLOPE CONTRACTORS ASSOCIATION**

**AND**

**ALASKA PETROLEUM JOINT CRAFT COUNCIL**

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## **PREAMBLE**

This Agreement and its associated Schedule A's, which are incorporated herein as though fully set forth, is entered into effective the 1st day of July, 2022 by and between the undersigned Contractor Member(s) of the **North Slope Contractors Association** and its successors or assigns, and such other Contractors who Assent to this Agreement, hereinafter referred to as the **Contractor or Contractors** and the **Alaska Petroleum Joint Craft Council**, (hereinafter referred to as the **Council**), and such local Union or Unions, who are not members of the Council, but Assent to this Agreement. The **Council and Union(s)** hereinafter collectively referred to as the **Union or Unions**. The parties hereto have mutually agreed as follows:

## **ARTICLE I** **ACKNOWLEDGMENTS AND PURPOSES OF AGREEMENT**

The parties hereto acknowledge and agree as follows:

1. The maintenance and construction work and maintenance projects contemplated to be performed on the North Slope of Alaska will require skilled employees. It is the purpose of this Agreement to ensure that all work covered by this Agreement shall be performed efficiently, economically, and without interruption.
2. Both parties mutually agree to work together in the spirit of cooperation to maximize work efficiencies through continuous improvement in management methods, attitudes and work methods including the use of composite crews to eliminate work inefficiencies arising from jurisdictional disputes.
3. The parties recognize that cumulative conditions in Alaska present unusual and major problems which are unique to the work covered by this Agreement. Some of these conditions are severe climate, arctic phenomena, unusual topography, unprecedented logistical problems, and environmental factors which dictate the need for the parties to re-evaluate established norms and procedures in the oil field service and construction industries.
4. The parties acknowledge, therefore, that special considerations, approaches and solutions are essential to the successful completion of petroleum-related work on the North Slope of Alaska which is vitally important to the people of the state of Alaska, the nation and the parties hereto.
5. In recognition of the special needs of the Contractor and the Unions to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise.

## **ARTICLE II** **EFFECT OF OTHER AGREEMENTS**

1. The provisions of this Agreement, including the attached Schedule A's, shall apply to the work described in Article III, regardless of provisions of local or national union agreements which may conflict or vary with the terms of this Agreement. Additionally, it is acknowledged and agreed by the parties that should conflicts arise between the requirements in the main body of this Agreement and its attached Schedule A's, the requirements set forth in the main body of this Agreement shall prevail.

2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Council and the Contractor, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further agreed that this Agreement is the complete and total agreement between the parties and that this Agreement and the Schedule A's replace and supersede all past agreements, side letters, letter agreements, and past practices which may have existed between the parties. No party signatory hereto is required to render any performance not set forth in the wording of this Agreement and the attached Schedule A's. The Agreement may be amended only by written agreement signed by the parties hereto.

3. Contractor(s) and Union(s) not party to this Agreement may become signatory to this Agreement upon individual Contractor(s) execution of Exhibit A – Employer's letter of Assent, and/or upon individual Union(s) execution of Exhibit B – Union's letter for Assent.

### **ARTICLE III** **SCOPE OF WORK**

1. This Agreement shall be applicable to all Maintenance and Construction Work, and Maintenance Projects, related to the petroleum industry performed by signatory Contractors in the area geographically between the 68th Parallel on the South, the 72nd Parallel on the North, the Eastern boundary of the Arctic National Wildlife Refuge, and the Western boundary of National Petroleum Reserve #4.

2. For the purposes of this Agreement, the following terms shall have the following definitions and applications in regards to Construction and Maintenance Work:

a. Construction Work shall include module construction, pipeline construction, ice roads, new civil construction, and pipeline replacement when it is a primary part of corrosion repair work on traditional cross country pipelines.

b. Maintenance Work shall be defined as any work performed of a renovation, replacement, repair, or maintenance character within the limits of existing facilities, (well pads, flow stations, gathering centers, etc.).

- 1) Existing Facilities are limited to process / gathering facilities already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property premises.
- 2) Renovation is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.
- 3) Replacement is work required to modify, supplement, or efficiently update existing facilities.

- 4) Repair is work required to restore by replacement of parts of existing facilities to efficient operating condition.

c. Without regard of the work being defined as construction or maintenance, it is recognized by the parties that there is a clear distinction between pipeline jurisdiction as performed by the four pipeline crafts and other work that may be performed under this Agreement. Historical pipeline work entering a pump station, process facility, tank farm, well pad, etc., will be installed by the four pipeline crafts until such time as they affix to the first flange or connection of any module, building, process facility, etc. This includes all inlet and outlet tie-ends within the boundaries of the facility.

d. Work on new and existing facilities, such as new well line construction, fabrication, and installation of new wellhead down comers, laterals and associated instrumentation, well line replacement when it is primary part of corrosion repair work may be performed as construction or maintenance by the four pipeline crafts.

- 1) Construction work is defined as the installation of new wellhead down comers, laterals and associated instrumentation, well line replacement when it primary part of corrosion repair work, that is being constructed on new and existing pads when the Contractors estimate for the work is greater than 10,000 man-hours.
- 2) Maintenance work is defined as any work not performed as Construction work.

e. The signers of this Agreement agree to the concept that disputes relating to the Contractor assignment of work under the Construction or Maintenance jurisdiction cannot and shall not interfere with the efficient and continuous operations required by the Contractor or interfere with the successful accomplishment of the intent and purposes of this Agreement. In the event a dispute occurs as to this assignment of work, the parties agree to proceed to Article VIII, Step Four for its resolution.

3. Maintenance Projects will be performed under Schedule A - Maintenance and are generally defined as ongoing activities and/or costs, (Work), associated with keeping maintained, or in proper condition, operational installations associated with the petroleum industry. Maintenance Projects generally have several year obligations and may include both elements of construction and maintenance throughout its term, but such work is not defined from day to day, week to week, month to month, or year to year.

4. This Agreement shall not apply to (a) clerical employees, (b) guards, (c) supervisors, (d) confidential employees, or (e) professional personnel as defined in Section 2(11) of the National Labor Relations Act, as amended.

5. When work is performed on-site pursuant to the terms of a warranty or new equipment start-up and check-out procedures, factory or manufacturer's mechanics or technicians may supervise and perform actual work on equipment, machinery, or materials. This Agreement shall not apply to, nor shall there be any limitation or restriction on work performed off-site on equipment, machinery, or materials.

6. This Agreement shall apply to employees in the classifications set forth in the Schedule A's made a part hereof.

## **ARTICLE IV**

### **MANAGEMENT'S RIGHTS**

1. Except as clearly and expressly limited by a provision of this Agreement, the Contractor retains full and exclusive authority for the management of its operations and all decision-making concerning the work performed under this Agreement, including but not limited to the right to: direct the working force, including the hiring, transfer, discipline, layoff or discharge of its employees; the selection of foremen; the assignment and scheduling of work; the establishment and enforcement of jobsite and camp rules and regulations; the requirement of overtime work and the determination of when and by whom it shall be worked. No rules, customs or practices which limit or restrict productivity, efficiency of the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of operation or construction.

2. There shall be no limitations or restriction upon the choice of materials or design, or regardless of source or location, upon the full use and installation of equipment, machinery, package units, precast, prefabricated, or preassembled materials, tools or devices may be fabricated, shaped, assembled and tested by personnel not covered by this Agreement and away from the work site. It is recognized that personnel having special talents or qualifications may participate in the installation; check-out or testing of specialized or unusual equipment or facilities and that such personnel shall not be covered by this Agreement. Such personnel may also be used where necessary to satisfy the quality assurance requirements of the Department of the Interior or other regulatory entities. It is further agreed that the intent of this section does not contemplate that off-site facilities will be established merely for the purpose of avoiding the terms of this Agreement. Any facility set up by the Contractor exclusively for the performance of work within the scope of this Agreement and proximate to the work site will be covered by this Agreement in recognition of the intent not to set up off-site facilities for the purpose of avoiding the terms of this Agreement.

3. It is recognized that the use of new technology, equipment, machinery, tools, energy and/or labor savings devices and methods of performing work will be initiated by the Contractor from time-to-time during the work. The Union agrees that it will support the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner of implementation of such device or method of work, the implementation will proceed as directed by the Contractor and the Union shall have the right to arbitrate the dispute as set forth in Article X.

4. An employee may be discharged without warning for just cause. Just cause includes but is not limited to: instances of drunkenness, drug abuse, dishonesty, incompetence, insubordination, negligence with equipment, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, and violation of company, camp, or project rules imposed on the Employer. When warranted the Employer agrees to use progressive discipline.

## **ARTICLE V**

### **UNION REPRESENTATION**

1. Authorized representatives of the Union shall have access to Contractor worksites where work is being performed under this Agreement provided, they give at least 24 hours advance notice to the Contractor, and they do not interfere with the work of employees and further provided that such representatives fully comply with the documented security and safety rules of the Project and further provided such access is not denied by lease owner where work is being performed. Where reasonable prior notice has been made to the Contractor, authorized representatives of the

signatory local Union will be permitted room and board without charge provided the privilege is not abused and unnecessary demands are not made and as long as rooms are available.

2. Each Union shall have the right to designate one (1) steward per designated shift and his/her replacement when the Union deems necessary. This right continues from the start of a project to its completion provided the individual steward(s) are qualified for the work. The Union shall notify the Contractor in writing of the identity of the designated steward prior to assumption of his or her duties as steward. In addition to his work as an employee, the steward shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. The steward shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his or her normal union duties as cannot be performed at other times. The Contractor will not discriminate against the steward with regard to the proper performance of his or her union duties provided that such duties do not interfere with his or her regular work or with the work of other employees and he or she shall not leave his or her work area without first notifying his or her appropriate supervisors as to his or her intent and the reason therefore, where he or she can be reached, and the estimated time he or she will be gone. There will be no non-working stewards or non-working time paid to stewards and they shall receive the regular rate of pay of their respective crafts. The steward shall not have the right to determine when overtime shall be worked or who shall work overtime or to interfere with any of the other supervisory functions of the Contractor.

3. The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to termination of a steward, except in the case of discipline or discharge for cause. In such case, the appropriate Union shall be notified immediately by the Contractor. For the purposes of this article, "cause" for discharge shall mean incompetence, unexcused absenteeism, disobedience of order, unsatisfactory performance of duties or violation of documented project work or camp rules of conduct.

4. All employees covered by this Agreement shall be required as a condition of employment to apply for and become members of and to maintain membership in the respective Unions within eight (8) days following the beginning of their employment or the effective date of this Agreement, whichever is later. All requests to discharge an employee for failure to obtain or maintain membership shall be in writing. The Unions agree to defend any charge or suit made or brought against the Contractor as the result of a request for an employee's termination or dismissal pursuant to the provisions of this Article or other application of this Article and to indemnify and hold the Contractor harmless.

5. The Contractor will deduct working dues or assessments in the amount designated by a particular Union, provided that the employees have executed a written assignment calling for such deduction, which is provided to the Contractor. It is understood and agreed that the Contractor assumes no liability in connection with dues collection, except for ordinary diligence and care in transmittal of the monies to the appropriate local Union. Once a month, the Contractor will remit to the Union the dues deducted on or before the fifteenth (15th) day of each month following the month of accrual.

6. The Contractor recognizes the Unions signatory to this Agreement as the sole and exclusive bargaining representatives with respect to rates of pay, hours, and other terms and conditions of employment for the classifications contained herein.

## **ARTICLE VI**

### **HIRING PROCEDURES**

1. The Union is recognized as a source of employment referrals and, except as provided otherwise in this Agreement, will be given first opportunity to fill job openings with the Contractor through the Union's job referral system.
2. The Contractor retains the right to reject any job applicant referred by the Union. The reason for rejection shall be stated in writing to the Union. For work performed under this Agreement, the Contractor may name request:
  - a. All foremen, including general foremen;
  - b. The first sixteen (16) employees from each craft, not including foremen and general foremen.
  - c. Fifty percent (50%) of the remaining employees from each craft, on an alternating basis.
  - d. All name requests shall be made from the employees listed on the hiring lists maintained by the Unions as described in the Schedule A applicable to that Union; and
3. In the event that any Union is unable to fill any requisitions for applicants within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, the Contractor may employ applicants from any other available source.
4. Employees may be moved by the individual Contractor from one project covered by this Agreement to another of its projects covered by this Agreement without requiring a return to the Union Hall for another dispatch. A Joint Venture shall be considered the same employer for the purpose of transferring employees.
5. In the event that a Local Union does not have a job referral system as set forth in Paragraph 1, then the Contractor shall still give the Local Union equal opportunity with other sources to refer applicants.
6. The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and in accordance with the President's Executive Order 11246 and Title VII of the Civil Rights Act of 1964, as amended, and shall not be based on, or in any way affected by, union membership, or the lack thereof. After giving the Union an opportunity to fill a special hiring need, the Contractor may hire from any source where necessary to meet resident hire, local hire, native hire, or minority/disadvantaged hiring obligations.
7. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training will be operated so as to permit the Contractor to meet its statutory Equal Employment Opportunity obligations. In the event that any hiring procedure is operated so as to prevent the Contractor from fulfilling its legal obligations, then such procedure will not be binding upon the Contractor.
8. The selection of craft foremen and general foremen shall be the exclusive responsibility of the Contractor. Foremen and general foremen shall take orders from authorized representatives of the Contractor. The craft foremen may be required to work at the trade, but he or she will be paid at

the applicable foreman's rate. The responsibilities of the foremen or general foremen shall include but not be limited to, having authority, in the interest of the Employer, to direct, promote, discharge, or discipline employees under their supervision. The Contractor shall designate a Foreman for night shift, excluding indirect activities such as: fueling, mechanics, oiling, environmental, fire watch, office cleanup, etc.

9. The parties intend to maximize employment opportunities for those persons who are either (1) shareholder of the Arctic Slope Regional Corporation, (2) supporting spouses of a shareholder of the Arctic Slope Regional Corporation, or (3) bona fide residents of the North Slope Borough. A bona fide resident of the North Slope Borough is any person who physically resides within the geographic boundaries of the North Slope Borough, and who has established their residency by continuously and physically residing in the North Slope Borough for a minimum of six (6) months before the beginning of any job or project on which they are employed. The Contractor may, by name request, hire any person(s) who proves any qualification described in this paragraph. Without regard to that person's place on the out-of-work list, and shall endeavor to present a list of qualifying persons at the pre-job conference of each project. The parties agree to work cooperatively to affect the intent of this provision, and neither will abuse the exceptions provided in this provision.

## **ARTICLE VII**

### **WORK STOPPAGES AND LOCKOUTS**

1. During the term of this Agreement, there shall be no strikes, picketing, honoring of picket lines, work stoppages, slow downs, or other disruptive activity for any reasons by the Union or by any employee and there shall be no lockout by the Contractor.

2. The Union shall not be liable for acts of employees which it does not condone and over which it has no control. The Union will immediately instruct, order, and use the best efforts of its office to cause any member or group of members to cease any violations of this Agreement or this Article. When the Union complies with its obligation concerning the above-described activity, it shall not be liable for unauthorized acts of its members. The failure of the Contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURES**

1. Should any difference with respect to the application or performance of this Agreement arise between the parties hereto, the matter shall be handled in accordance with the following procedure:

**Presentation of Grievances:** All discharge, suspension, and layoff grievances shall be presented within fourteen (14) calendar days, or as soon as practicable after the Union first having reasonable knowledge upon which the same is based. All other grievances shall be presented within thirty (30) calendar days, or as soon as practicable after the Union first having reasonable knowledge upon which the same is based. The failure to submit a grievance within such periods shall constitute a bar to further action thereon.

#### **Step One.**

- (a) The matter shall be discussed between the job steward and the project manager or his authorized representative.

- (b) If after fourteen (14) calendar days, should the job steward or the project manager or his authorized representative determine that they have a dispute, the grievance may be reduced to writing and referred to Step Two.

**Step Two.** The Manager for the Contractor and Union Representative and/or their authorized representative shall meet and attempt to settle the grievance.

**Step Three.** If not settled as provided above after an additional seven (7) calendar days, the matter shall be reduced to writing and submitted to the Union Representative, the Contractor and the standing committee shall convene within fourteen (14) calendar days as follows:

A standing committee composed of two (2) members of the North Slope Contractors Association and two (2) members of the Alaska Petroleum Joint Craft Council will be established to review and attempt to resolve any problems or grievances. This committee will convene as soon as practicable at the request of either party to this Agreement. See Article IX for standing committee rules and operating procedures.

However, in the case of discharge, suspension, and layoff grievances, if the above referenced timelines are missed, either party may waive Step Three, and proceed directly to Step Four.

**Step Four.** Any grievance not resolved in Step Three may be submitted to arbitration within fourteen (14) calendar days thereafter. See Article IX for arbitration rules and operating guidelines.

2. With respect to work assignments or jurisdiction disputes, any award or resolution made by an arbitrator, the standing committee, or any other agency described herein shall be prospective only, and the Contractor shall suffer no liability on account of the work assignment or jurisdictional dispute for work performed prior to the award or resolution.
3. Any decision or resolution made pursuant to Step Three or Step Four shall be binding on the disputing Unions and all Contractors signatory hereto as to work performed under this Agreement only, and may be enforced in any court of competent jurisdiction. If it is determined under the Grievance Procedure that an adjustment in wages is appropriate, such adjustment shall be applied retroactively to the date of the occurrence, provided that such date is not more than sixty (60) calendar days prior to the date upon which the complaint was presented, in which case sixty (60) calendar days is the maximum duration allowed for any retroactive pay.
4. Failure of a party to adhere to the time limits established herein shall render the specific dispute null and void. Such action shall not constitute a precedent.
5. There shall be no work stoppage or interruption while any dispute under this Article is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The decision or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage, or interruption of work in protest of any such decision or resolution.

**ARTICLE IX**  
**STANDING COMMITTEE AND ARBITRATION**

**A. STANDING COMMITTEE: RULES AND OPERATING PROCEDURE**

1. The presidents of the Alaska Petroleum Joint Craft Council, (APJCC), and the North Slope Contractors Association, (NSCA), will select committee members from their Council / Association. In the case of a dispute involving pipeline work, the council will consist of two representatives of the pipelines unions and two representatives of the contractors that are signatory. In non-pipeline related disputes, the council will consist of two representatives of the contractors and two representatives drawn from all of the signatory unions. Those four members will have voting rights. In all cases, the council shall also include the representatives of the Contractor(s) and the Union(s) involved in the dispute. Those representatives will not have voting rights.
2. The presidents of the APJCC and NSCA will alternate in chairing the meetings, except when the meeting involves their respective Union or Company. If necessary, an officer from the Council / Association may be selected as chairperson.
3. A secretary will be jointly selected from the Standing Committee. The secretary will take notes, recordings, assemble the record, compile attachments, etc. from the Standing Committee I hearing.
4. The Contractor(s) shall proceed first in discharge, suspension, and layoff cases; in all other cases, the moving party shall go first. In the case that a Union / Contractor are involved in the case, who is not the moving party, the Contractor / Union may include their presentation with each other's.
5. Each party will be allowed to provide evidence in any manner or form to the Council. Each party will be allowed time for rebuttal arguments.
6. Opposing parties and the Standing Committee members are permitted in the hearing room during the presentation of the case, with the understanding that witnesses will be called in one at a time to give testimony. Others may be allowed by agreement of the Chairperson.
7. Cross examination of witness are permitted by Standing Committee members.
8. The chairperson shall conduct the meetings and ensure each side has an opportunity to present all facts of the case.
9. The Standing Committee hearing is on an informal basis; however, they shall, nevertheless, be conducted in a business-like manner.
10. Discussions on the case can be cut off by the chairperson.
11. The Standing Committee hearing may, from time to time, adopt such supplemental rules as are deemed necessary for the orderly conduct of the hearings. Such supplemental rules may be adopted or changed by majority vote of the council members with voting rights.
12. The four (4) Standing Committee members with voting rights will each have one (1) vote. The chairman and the representatives of the Contractor(s) or Unions(s) involved in the dispute do not have voting rights. At the conclusion of the hearing an executive session will be called. Those eligible to participate in the executive session are those members with voting rights and the

chairman. Voting shall be by voice vote on formally stated motions. Any resolution must be by majority vote.

13. Assuming a majority vote occurs, i.e., three (3) or more votes, for a resolution, the chairman will prepare, within fourteen (14) calendar days after each Standing Committee hearing, a written decision (resolution) and any interpretation of such cases heard by the Standing Committee, and will forward copies of same to the parties involved in the dispute. The decision (resolution) will constitute the final say in the matter, under the Agreement, and is binding on the parties in regards to work assignments, jurisdictional matters. However, Article VIII, Step Four – Arbitration, remains available for all grievances under the Agreement, except for jurisdictional and/or work assignment grievances, regardless of the Standing committee finding.

14. Assuming a majority vote does not occur, i.e., two (2) or less votes, for a resolution, the chairman, within fourteen (14) calendar days after each Council hearing, will notify the parties involved in the dispute that no resolution has been obtained. In that case the parties may proceed to Article VIII, **Step Four**.

## **B. ARBITRATION RULES AND OPERATING GUIDELINES**

Grievances and/or Disputes shall be based upon the original written grievance/dispute submitted in the Grievance/Dispute Procedures unless otherwise mutually agreed. The Grievance/Dispute shall be referred by the parties involved in the dispute to a mutually agreeable neutral Arbitrator who shall not be a practicing attorney. The parties agree that the Arbitrator shall, as soon as possible after such referral, conduct a hearing. Within thirty (30) calendar days after the hearing, or the submission of post-hearing briefs, the Arbitrator shall render a determination of the Grievance/Dispute. In the event that the involved parties are unable to agree on an Arbitrator, a list of seven arbitrators will be requested from either the Federal Mediation and Conciliation Service, JAMS, or AAA. The involved Union(s) and the involved Contractor shall use the striking method to select the arbitrator. Each party shall bear the expenses incurred in presenting its own case. The costs, if any, of the Arbitrator shall be equally borne by both parties. The Arbitrators decision shall be binding on the participants. It is expressly understood that the jurisdiction and power of the Arbitrator acting in accordance with the above is limited to the interpretation and application of the terms of the Agreement and that as a result thereof shall be no addition to, deletion from, or change of any part of this Agreement. It is further understood that the jurisdiction and the power of the Arbitrator will continue until the decision has been put into effect.

## **ARTICLE X COMPOSITE WORKFORCE**

1. The Contractor shall have full authority to make work assignments, including the use of a composite workforce consisting of composite crews. The makeup and size of any composite crew shall be determined solely by the Contractor. There shall be no limitations or restrictions on the amount of work or variety of work any composite workforce, crew established from the composite work force or employee shall perform and there shall be no limitations or restrictions on the pieces of equipment that a composite workforce, a crew established from the composite workforce, or an employee can operate during a work shift. For the purposes of this Agreement, a composite workforce shall be the full complement of craft employees assigned to perform the full scope of work of a contract awarded to the Contractor by its client; a crew shall be those members of the composite workforce assigned to perform a task or tasks within the scope of work. It is further agreed that for a Union to be represented on a composite workforce, said Union must have work and the composite workforce shall consist of only the required crafts in such proportions as are consistent with the work

to be performed. In no instance shall the Contractor be required to assign more (workmen) to a crew than the Contractor deems to be required to perform the work.

2. Assignments to a composite workforce shall be based on craft jurisdiction and the type of project as specified in Article XI. The assignment will include recognition of jurisdictional distinctions made between pipeline crafts. Disputes arising from the make-up of a composite workforce shall be resolved solely and exclusively by the procedures in Article VIII. The Union(s) shall be notified at a pre-job conference of the Contractor's composite workforce assignments if it has been determined by that time. The parties agree to meet periodically to address items of mutual concern regarding the Contractor's use of the composite workforce. The above procedures shall not apply to the establishment of crews from the composite workforce.

3. The signers of this Agreement agree to the concept that disputes relating to the composition of a composite workforce cannot and shall not interfere with the efficient and continuous operations required by the Contractor or interfere with the successful accomplishment of the intent and purposes of this Agreement. The parties further agree that the Contractor may compose and assign composite workforces and crews established from composite workforces to attain optimum efficiency and productivity. The Union agrees to make available to the Contractor the skills and expertise it has to offer for the work covered by the terms and conditions of this Agreement.

4. It is recognized by the parties that there is a clear distinction between pipeline jurisdiction as performed by the four pipeline crafts and other work to be performed under this Agreement. Composite workforces for pipeline work shall be assigned by the Contractor from the four pipeline crafts. Historical pipeline work entering a pump station, process facility, tank farm, well pad, etc., will be installed by composite workforces assigned by the Contractor from the four pipeline crafts until such time as they affix to the first flange or connection of any module, building, process facility, etc. This includes all inlet and outlet tie-ends within the boundaries of the facility.

## **ARTICLE XI**

### **ELIGIBILITY FOR ASSIGNMENT TO COMPOSITE WORKFORCE**

1. For projects other than Pipeline Projects as referenced at Article X above, eligibility for assignment to a composite workforce shall be determined as follows:

- a. All Standard Projects shall be performed by members of the following four (4) crafts:
  - i. Construction and General Laborers, Local 942.
  - ii. International Union of Operating Engineers, Local 302.
  - iii. International Brotherhood of Teamsters, Local 959 and Alaska Technical Engineers, Local 959.
  - iv. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States of America, Local 375.

For purposes of this Agreement, a Standard Project shall be any project which is not a Specialty Project, or a Major Project as defined below, and without limitation, shall include all maintenance projects.

b. Specialty Projects shall be performed by members of one or more of the Unions listed in subsection (a) above, and members of one or more of the other signatory Unions to this Agreement. For purposes of this Agreement, a Specialty Project is any project which would, in the sole discretion of the Contractor, benefit from the expertise of the members of one or more of the Building and Trades unions who become signatory to this Agreement's terms and conditions, (see Article II, paragraph 3), and are in addition to the members of the Unions listed in subsection (a) above. A Contractor's designation of a Specialty Project or refusal to designate a project as a Specialty Project is not subject to dispute, may not be grieved and is not subject to the procedures set forth in Article VIII.

c. Major Projects shall be performed by the APJCC and members of one or more of the Building and Trades Unions signatory to this Agreement's terms and conditions, (see Article II, paragraph 3). For purposes of this Agreement, a Major Project is any project which satisfies all of the following: (1) based solely on the Contractor's client's estimate of total manhours at the time a project is awarded to the Contractor, will exceed 75,000 craft manhours, (2) involves a sealift designed specifically to support the subject project, and (3) involves Construction work. Under no circumstances shall Maintenance Projects be Major Projects. Notwithstanding the preceding, the Contractor may designate any project as a Major Project. However, a Contractor's designation of a Major Project or refusal to designate a project as a Major Project is not subject to dispute, may not be grieved and is not subject to the procedures set forth in Article VIII.

2. Pipeline Projects shall be performed by members of the pipeline unions which include the following:

a. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States of America, Local 375.

b. International Brotherhood of Teamsters, Local 959 and Alaska Technical Engineers, Local 959.

c. International Union of Operating Engineers, Local 302.

d. Construction and General Laborers, Local 942.

## **ARTICLE XII**

### **SUBCONTRACTING**

1. Nothing in this Agreement shall limit the right of the Contractors to subcontract work or to select its subcontractors. The Contractor agrees to attempt to subcontract work covered by the Agreement to a subcontractor or subcontractors under contract with signatory Unions where such subcontractors are available. The Contractor shall notify each Subcontractor of the provisions of the Agreement and require any subcontractor performing work within the scope of this Agreement to comply with the provision of this Agreement, and become signatory prior to commencement of any work. The wage rates and fringe benefit bonding requirements are set forth in the attached Schedule A's.

2. When specific equipment not customarily used by the Contractor is required to perform the work, the use of such equipment must first have mutual agreement between the Contractor and the Union whose jurisdiction is affected. Mutual agreement shall exclude a requirement to employee stand-by operators of such equipment. In such case the requirements of paragraph 1 of this Article is agreed waived. It is specifically agreed that the arrangements set forth in this paragraph may not

be used for the purpose of evading this Agreement. Alleged violations of this provision shall be submitted to the Grievance Procedure under Article VIII.

3. Each Union agrees to allow a subcontractor to be bound by the terms of this Agreement, on that work performed by the Contractor on an individual project, without binding the subcontractor to this Agreement on any other work.

### **ARTICLE XIII** **SAFETY AND HEALTH**

1. The Contractor, Union, and employees shall comply with all applicable provisions of state and federal laws and regulations and owner company rules and regulations relating to job safety and safe work practices. Employees may be disciplined, including discharge, for just cause, for violation of safety laws, rules, or regulations. Safety meetings will be scheduled and conducted periodically by the Contractor.

2. All employees shall be required to use appropriate personal protective equipment as is or may be prescribed by state or federal safety and health standards or by the Contractor. Failure by employees to use such equipment shall be grounds for disciplinary action, including dismissal.

3. Where an unsafe condition is alleged to exist, the affected employee shall first notify his or her immediate supervisor who shall take any necessary corrective action. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition or the appropriate corrective measures to be taken, the issue shall be referred for final and binding resolution under the procedures of Article VIII exclusively, utilizing an expedited procedure.

4. No employee may be required to work in circumstances which place him or her in imminent danger of physical harm or injury except that he or she may not make any such claim as a pretext for refusing to carry out a work assignment or for engaging in concerted activity in violation of Article VII.

5. The Contractor may require that potential employees pass a pre-hire physical / fit for duty examination qualification test, a drug and/or alcohol screening test, a background check(s), and/or satisfy requirements by DOT for operator qualifications as a condition of employment. Any such physical exam, physical qualification test, background check(s), or drug/alcohol screening shall be paid for by the Contractor. If the employee disputes the results of such tests the Unions/Employee may contract with a medical review officer and/or the appropriate Contractor designee, to review and potentially countermand such results.

6. The Contractor may implement a drug and/or alcohol testing program for employees subject to the following limitations:

a. The program must be applicable to all employees of the Contractor involved in work coming within the scope of this Agreement, whether said employees are covered by this Agreement or not.

b. The program shall be limited to:

- i. Random testing;
- ii. Pre-employment testing;

- iii. Pre-announced testing in connection with departure for rest and recreation leave;
- iv. Pre-announced testing in connection with the performance of work involving significant safety considerations, such as the handling of materials or the operation of machines or equipment which could cause significant damage to persons, property, or the environment; and
- v. Unannounced testing where there has been an accident or unsafe act.
- vi. Reasonable cause testing; workforce wide testing; camp mandated testing; client mandated testing.

c. The program must provide proper accommodation for employees who are taking prescription medications under a medical doctor's orders, but need not allow the employee to work or to be paid for not working where use of the prescription medication could endanger persons, property, or the environment.

d. The program may provide for discipline for employees testing positive for drugs or alcohol, up to and including discharge in serious cases. The program must provide for mandatory leave of absence without pay for the employee to complete a Contractor approved substance abuse rehabilitation program, at no expense to the Contractor, for employees who test positive and are not discharged. Such employees who successfully complete such a rehabilitation program must be re-employed by the Contractor in the next available position for which they are qualified and may be tested by the Contractor without notice during the twelve (12) month period following their re-employment. A second positive test may result in automatic discharge.

e. Testing must be performed in such a way as to minimize unnecessary intrusions upon an employee's dignity and right to privacy and freedom from embarrassment while still preserving the integrity and usefulness of the test. Observed taking of urine samples shall be allowed only in circumstances in which the Contractor has a reasonable suspicion, based on objective evidence, that an employee will give a false or tainted sample. The results of all testing shall be maintained in confidence between the Contractor, the Union, and the employee unless disclosure of the test results is ordered by an arbitrator or a court or administrative agency of competent jurisdiction.

f. All test samples must be split, and a positive test result must be confirmed by a second test of the split sample, or another sample taken from the employee using the most accurate testing methodology reasonably available to the Contractor. The cost of all testing shall be borne by the Contractor.

7. The Contractor may implement a background check program. If so, the parties adopt the following background review process:

a. All employees and applicants for employment must be willing to authorize the Contractor to perform a criminal background check of felony convictions and driving offenses which have occurred in the past seven (7) years. Failure by employee or applicant to authorize the Contractor to perform background checks shall constitute grounds for discharge or rejection of the referral.

b. The Contractor may or may not, at its discretion, reject such employees or applicants from employment for:

- 1) Felony convictions in the past seven (7) years in which it is determined by the Contractor that a risk may be posed to co-workers or the Client's facilities.
- 2) Driving offenses in the past seven (7) years which it is determined by the Contractor will impact work performance.

Such determination in Subsections b.1 and b.2 above will take into account mitigating or aggravating circumstances, such as:

- How recently the conduct occurred.
- The presence of rehabilitation.
- Other mitigating circumstances.
- A distinct trend in behavior due to multiple offenses which may pose a risk to co-workers or Client's facilities.
- Actual time as an employee with the Contractor with satisfactory work performance and behavior.

c. Employee Self Reporting. Employees and applicants are obligated by this policy to report to their Contractor, any felony conviction or any driving violation that results in loss of driver's license. The Contractor will then review this report as provided in Section 2 above.

d. It is understood that in the case of emergency or time sensitive operations, the Contractor may temporarily hire an applicant contingent on the later receipt of the background report. Upon the review of that background report, the Contractor may make a determination, as provided in Section 2, to retain or terminate such employees.

e. In the event Homeland Security, or other federal requirements, requires the Client and its Contractors to update this policy, the Council and Contractors will mutually agree to amend this policy.

f. The background information will be kept confidential. The Contractor and the employee will be the only parties to have access to this information.

## **ARTICLE XIV**

### **HOURS AND WORKING CONDITIONS**

#### **1. WEEKLY GUARANTEES**

The Contractor will guarantee all employees, who are ready, willing, and able to work, pay equal to forty (40) hours per week at the basic rate of pay if less than forty (40) hours per week is made available, except that no such guarantee shall apply if: (a) the week an employee is hired, and (b) the week an employee is terminated, which shall include layoffs.

#### **2. WORKWEEK**

The workweek shall be defined as beginning at 12:01 A.M., Monday through 12:00 Midnight the following Sunday. This workweek is established for the purpose of uniformity and will be put to such use as computing the weekly guarantee and defining the pay period. Nothing herein shall preclude the Contractor from scheduling a workweek in excess of forty (40) hours.

### 3. WORKDAY

a. The regular workweek shall be seven (7) consecutive days, Monday through Sunday. Where a single shift is worked, the regular workday shall be eight (8) consecutive hours between 6:00 A.M. and 8:00 P.M. exclusive of a meal period of not less than one-half (1/2) hour, and travel time to and from the work location. Nothing herein shall preclude the Contractor from scheduling any workday in excess of eight (8) hours. The Contractor shall determine and establish the work starting time at any time between 6:00 A.M. and 8:00 A.M. All work performed before the regular starting time or after eight (8) consecutive hours shall be paid at the regular overtime rate, except that under conditions beyond the control of the parties to this Agreement or when the job or weather conditions warrant and by mutual agreement the work starting time shall be mutually arranged to fit such conditions without penalty or premium payment. Other starting times, including staggered starting times between 6:00 A.M. and 8:00 A.M., may be established by the Contractor without liability for premium pay.

1. Employees shall have a minimum break of six (6) hours between their regularly scheduled shifts. An employee who does not receive a six (6) hour break between his regularly scheduled shifts will be paid time and one half (1½) for all hours worked until he has a six (6) hour break. The rules established in this paragraph have no bearing on meal time pay. Meal pay is addressed in Article XIV, Section 5.

b. On two (2) shift operations, the work starting time for the first shift will not be established earlier than 5:00 A.M., unless an earlier starting time is mutually agreed upon. If an earlier starting time is established without such mutual consent, overtime for those hours earlier than 5:00 A.M. will be paid. When an employee is moved from one shift to another, he or she shall be allowed a minimum of eight (8) consecutive hours off duty before he or she is required to begin work on the new shift. An employee not having an eight (8) hour break between new shifts shall be paid the overtime rate until such time as he or she receives an eight (8) hour break.

c. Time shall start when the employees arrive at the work location and shall end at quitting time at the work location or, if Contractor chooses, quitting time at his/her camp. Employees shall remain at their designated place of work, or on transport to camp, until quitting time. The parties endorse the policy of a fair day's work for a fair day's wage. Where there is an established point of pickup, such as a camp, or where the Contractor deems it necessary to transport employees, time shall begin at the site of work. In that event, cumulative round trip travel exceeding one (1) hour, then the employees time exceeding the one (1) hour shall be considered as time worked and compensation shall be computed at the applicable rate.

### 4. ADVERSE WEATHER

a. In the event that inclement weather conditions occur while an employee is away from his or her assigned camp on work assignment and such adverse weather requires the employee to be temporarily housed in facilities other than a camp, then the employee will be paid up to eight (8) hours pay at his or her straight time rate for each twenty-four (24) hour waiting period. However, if the employee is prevented by weather from being able to return to his or her camp and is temporarily housed in another camp, no such dislocation allowance will be paid.

b. The Contractor shall establish a process of notification for weather days.

c. On full weather days employees who are ready, willing, and able to work shall receive eight (8) hours straight time for adverse weather days.

d. On partial weather days if work is performed either prior to or after the weather downtime period then the eight (8) hours straight time adverse weather pay shall be reduced by the actual hours worked.

e. On adverse weather days when craft personnel are kept from the field, those that are called out to work during such events shall be paid at the time and a half rate for all hours worked, however, there shall not be any compounding of overtime.

## 5. MEAL PERIOD / BREAKS

The Contractor will schedule a meal period, (lunch), of not less than one-half (1/2) hour, or more than one (1) hour's duration at the work location or at the camp at approximately the mid-point of the scheduled shift regardless of such shift duration (8, 10, or 12 hours). If the Contractor finds it necessary to work employees beyond six (6) hours without a meal period, (lunch), excluding travel time and the foremens meeting, the employees shall be allowed a later meal period of at least one-half (1/2) hour, and it shall be considered time worked and paid for at the proper overtime rate.

Evening meal; for shifts up to twelve (12) hours in length, excluding travel time and the foremens meeting, there will be no meal period paid for dinner or will there be any pyramiding of overtime and premium pay due to any payment of time for lunch

The Contractor may schedule break periods of fifteen (15) minutes duration at the mid-point of the scheduled morning and afternoon shift, regardless of shift duration (8,10, or 12 hours).

a. The Contractor shall provide adequate sized and warm facilities for breaks and meals and adequate and warm sanitary facilities.

## 6. OVERTIME

a. All work performed in excess of eight (8) consecutive hours in any one (1) day or forty (40) hours in any one (1) workweek or on a Saturday or Sunday, shall be paid at one and one-half (1-1/2) times the straight time rate of pay.

b. There will be no restrictions upon the Contractor's scheduling of overtime or the designation of employees who shall work the overtime. There will be no pyramiding of overtime.

## 7. HOLIDAYS

Recognized Holidays shall be:

New Year's Day  
Memorial Day (observed on the last Monday in May)  
Fourth of July  
Labor Day  
Veteran's Day (observed on November 11<sup>th</sup>)  
Thanksgiving Day  
Christmas Day

Holidays known as “non-working” holidays (which means that no work is to be scheduled or performed) will not be recognized. No wages shall be paid for holidays not worked. All work performed on recognized holidays shall be paid at two (2) times the straight time rate of pay.

## 8. SHIFT WORK

a. Shift work may be performed at the option of the Contractor. The Contractor shall have the sole right to establish the starting time and duration of a shift, to designate the craftsman performing work on a shift basis on the Project or any portion thereof, and to determine the number of employees required. The meal period provisions of Section 5 of this Article shall apply to both shifts.

b. On two (2) shift operations, no shift premiums shall be paid, and employees shall be compensated for actual time worked.

## 9. REPORTING PAY

a. Employees who report to the work locations from the camp site and who are not provided with work for whatever reason shall receive two (2) hours pay at their regular straight time rate, unless notified not to report any time prior to departure from camp.

b. When employees have started working on a shift, but work less than two (2) hours, then two (2) hours at the straight time rate shall be paid; if the employees have worked more than two (2) hours, then they will be paid for actual hours worked.

c. When an employee has completed his scheduled shift and is “called out” to perform special work of a casual, incident, or irregular nature, he or she shall receive overtime pay for actual hours worked with a minimum guarantee of two (2) hours pay at the employee’s overtime rate.

d. When an employee leaves the job or work location of his or her own volition or is discharged for cause, he or she shall be paid only for the actual time worked.

## 10. PAYDAY

a. The Contractor shall establish a weekly payday which shall not be later than Friday of the following week and paychecks shall be delivered to the employee that day at the work site, or by direct deposit if enrolled. If the employee is not paid on the regularly designated payday, then he or she shall be entitled to eight (8) hours pay at the straight time rate for each day of delay (excluding Saturday, Sunday, and holidays). Employees shall not be entitled to receive such “delay pay” if the failure of the Contractor to deliver the checks when due was caused by circumstances beyond the control of the Contractor. Paychecks shall itemize deductions of amounts withheld and shall include the number of straight time hours, overtime hours, and the basic rate per hour paid.

1. Payroll discrepancies shall be rectified no later than the first full pay period following discovery and notification.

b. It is understood and agreed that when an employee is laid off, terminated, or quits, his or her wages become due three (3) days from termination, Saturday, Sunday, and holidays excluded, and shall be available for pickup in person or at the Union Hall on the third day. Where complete payroll information is not available and the check issued is less than the total amount due, a check for the balance shall be sent to the employee’s Local Union office. Should the Contractor

fail to comply with this provision, the employee will be entitled to eight (8) hours pay at the straight time rate of pay for each day termination pay is delayed (excluding Saturday, Sunday, and holidays) commencing on the third day after termination of employment. This clause will not apply if the failure to deliver the checks when due was caused by circumstances beyond the control of the Contractor. Checks not picked up by the employee shall be delivered to the appropriate Union Hall.

#### 11. SUBSISTENCE AND CAMP LIVING CONDITIONS

a. Employees will be furnished room and board at no cost to them. The Contractor shall not pay or negotiate any cash or other remuneration in lieu of furnishing such room and board. Such room and board requirements shall be satisfied if the facilities meet the required standards for camp conditions prescribed by applicable laws. The parties agree that it may not always be feasible or practical for the Contractor to provide for employees of the same craft to be roomed together.

b. The Contractor agrees to furnish, without charge, room, and board at the camp for those employees who sustain job-related injuries; however, this obligation shall not exceed seven (7) consecutive days in duration.

c. No parking facilities for parking any personal vehicles will be available at any camp or work location and such vehicles will not be permitted on any Contractor or owner company premises or work sites.

d. Employees required to move rooms shall do so during normal working hours, when possible. If an employee is required to move after working hours, they shall be compensated at the applicable rate for time worked.

#### 12. ARCTIC CLOTHING

The parties recognize that in some geographical areas during certain periods of the year, employees will be required to furnish and wear arctic clothing, safety shoes and prescription safety glasses. The Contractor and the Union shall advise each employee of such requirements prior to his or her departure from the Alaska point of hire to the camp site. The Contractor further agrees that should an employee's safety shoes and/or prescription safety glasses become destroyed, broken, or unfit for use during the performance of his or her job duties, the Contractor will replace such items at no expense to the employee. Any clothing or PPE supplied by the Contractor to Employee will be returned to the Contractor prior to Employee demobilization.

#### 13. TRANSPORTATION, TRAVEL EXPENSE, AND TRAVEL TIME

a. The Contractor shall have the option of providing transportation for employees under this Section in lieu of reimbursement for actual transportation expenses as hereinafter provided.

b. The Contractor will provide transportation at its expense from hire point to the jobsite for all newly hired employees and from job site to the point of hire for all employees who are terminated, including layoffs. The point of hire will be Fairbanks or Anchorage.

c. Travel: Employees shall receive pay at the straight time rate for actual time spent in travel from the point of hire to the job site and from the job site to the point of hire if one-way travel exceeds six (6) hours. However, should the travel time from the point of hire to the job site or return exceed six (6) hours through no fault of the Contractor, this provision shall not apply. Should such travel not exceed six (6) hours, no pay shall be granted. Such travel and/or orientation shall not

exceed eight (8) hours out of each twenty-four (24) hour period. Travel time shall be defined to begin from time of aircraft boarding and ends when employees arrive in camp. Employees who quit or are discharged for cause shall not be entitled to travel pay to their point of hire, however, transportation shall be furnished by the Contractor.

d. Orientation and Training; Notwithstanding, or to diminish the requirements in Article XVII, the Contractor agrees to provided orientation requirements to the employees and such orientation, whether performed in Anchorage, Fairbanks, or jobsite will be paid at the applicable rate. If training occurs at a location other than the point of hire, room and board shall be provided while the employee is in training.

e. When, by mutual agreement, employees arrange for such transportation for themselves, they shall be reimbursed the actual commercial airfare (coach class), and reasonable expenses of board and lodging while en route in addition to the travel time set forth in this Section.

f. The Contractor will make an earnest effort to avoid the necessity of employees waiting for transportation to or from the camp site. If the employees, through no fault of their own, are forced into a position of standby awaiting available transportation from Alaska point of hire to the camp site, or return for eight (8) hours or more, they shall be entitled to eight (8) hours pay at the straight time rate for each twenty-four (24) hour waiting period. This provision shall not apply should employees be forced into a position of standby awaiting transportation through no fault of the Contractor.

g. When employees are transported in aircraft, such aircraft shall be operated, maintained, and have a certificate of airworthiness and the pilot shall be licensed and certificated, all in accordance with applicable laws and regulations.

h. The Contractor shall, if necessary, transport an employee suffering job-connected injuries to a Contractor's and/or Owner's medical facility for medical care and, upon release from medical treatment at the point of medical care; he or she shall be provided return transportation to the work location or the Alaska point of hire. A doctor's release will be required before an employee is allowed to return to work. Medivac expenses that are not covered under Worker's Compensation or an employee's individual health insurance will be borne by the Contractor.

i. Transportation costs for tools, plus a maximum of one hundred fifty (150) pounds of personal effects (not to exceed four (4) bags) from the Alaska point of hire to the camp and return shall be borne by the Contractor. Tools will accompany the employee on the same employee carrier, when possible. Should the provisions of this paragraph conflict with rules/guidelines promulgated by agencies with jurisdiction, then the Contractor and Unions agree to comply with such rules/guidelines without claim or cross claim to each other for such compliance.

j. When an employee who provides his or her own tools returns to the point of hire and his or her tools are delayed by more than forty-eight (48) hours in returning to the point of hire, the employee shall receive standby time up to eight (8) hours per day (excluding Saturday, Sunday, and holidays) at the straight time rate until his or her tools arrive at the point of hire. The Contractor may reimburse the employee for the value of any lost or delayed tools in lieu of further standby time. When an employee voluntarily terminates, the Contractor shall have seventy-two (72) hours before the above provisions go into effect.

k. In the event of the death of an employee while on the job and engaged in the performance of his or her duties, the Contractor shall, in the absence of any law or authority

prohibiting same, prepare and transport the remains to the Alaska point of hire or to such other reasonable equivalent point of less distance as the next of kin may elect.

I. Transportation furnished by the Contractor from the camp to the work location and return shall be expeditious, safe, and lawful, permitting the employees to be seated in reasonable comfort and protected from the elements. During initial mobilization and final demobilization, employees required to drive/transport company vehicles and other assets shall be compensated at the appropriate rate.

#### 14. INSURANCE

The Contractor shall insure the personal effects of each employee in each camp against loss by fire or flood in an amount not to exceed two thousand dollars (\$2,000.00).

#### 15. TOOLS

The Contractor agrees to provide an adequate, dry, and safe storage place for the storage of the employee's tools which may be necessary in the performance of his or her work. The Contractor agrees that while such tools are in the Contractor's custody, and providing that the employee has locked these tools in an adequate tool box, the Contractor will carry insurance to cover the full prior agreed inventory of such tools which may be lost because of fire, flood, theft or acts of the enemy in the event of war. Tools broken or damaged in the course of employment will be replaced or reimbursement therefore will be made by the employer upon the presentation of satisfactory evidence of loss without fault of the employee. Tools under manufacturer's warranty will be handled under that warranty at no cost to the Contractor, with the understanding that the Contractor shall facilitate and expedite replacement under warranty.

#### 16. WORK AND CONDUCT RULES

a. The Contractor shall promulgate, and post rules and regulations governing the performance of work and conduct of employees at the camp and work site, or in employee sign-up packets. Failure to observe these rules and regulations by an employee shall be grounds for discipline, including discharge. Among these rules and regulations will be included rules implementing restrictions imposed upon the Contractor by the camp owner, the Department of the Interior and relevant federal, state, and local laws concerning the use of the lands in the area of the work.

b. Slowdowns, standby crews and featherbedding practices will not be permitted or tolerated.

#### 17. TESTING

Initial qualification testing of any craftsmen required by the Contractor will be normally conducted by the Contractor at Contractor-designated test sites in the city from which the craftsman is dispatched. In such case the Contractor will pay the cost of the testing and will pay the individual for time actually spent testing. During the weld test, the welder shall have a helper with him/her in the test lab. The Contractor will not pay the employee for hours spent re-testing in the event of a failed test. If the testing procedure requires that the employer's prospective employee test on more than one (1) day, the Contractor shall reimburse him or her for all customary and reasonable expenses that are receipted. Craftsman performing qualification tests after dispatched to the work site will be compensated according to Article XIV.

## 18. VOTING ASSISTANCE

Because of the remoteness of the work covered by this Agreement, the parties recognize that paid time off for voting and related transportation provisions cannot be complied with feasibly. Therefore, the Contractor agrees to cooperate by providing notice on bulletin boards concerning national and Alaska State elections to employees and other reasonable assistance, such as a Notary Public, if necessary, to permit registered voters to exercise their right to vote by absentee ballot.

## 19. REST AND RECREATION

a. Construction: Employees who have been at work for six (6) consecutive weeks shall be allowed seven (7) consecutive days leave without pay with seven (7) additional days leave without pay at the Contractor's discretion to maintain manning requirements. In no event may an employee work more than twelve (12) consecutive weeks without taking two weeks leave of absence.

b. Maintenance - Employees who have been at work for six (6) consecutive weeks shall be allowed seven (7) consecutive days leave without pay with seven (7) additional days leave without pay at the Contractor's discretion to maintain manning requirements. In no event may an employee work more than eight (8) consecutive weeks without taking one week leave of absence

c. The Contractor may not unreasonably withhold permission for an employee to take his or her leave of absence. At the Contractor's option, prior to the start of any job contract which is scheduled to last more than sixteen (16) consecutive weeks, the Contractor may establish a work rotation schedule. The Contractor may establish an alternative rotation schedule for long term work which exceeds sixteen (16) consecutive weeks.

d. Transportation from the Project camp to the employees' point of hire and return to camp will be provided by the Contractor.

## 20. HAZARD PAY

There shall be no premiums paid based on height of work, handling of onerous material, hazard pay, belt pay, scaffold pay, or other similar payments.

## 21. PRE-JOB CONFERENCES

It is understood that the Contractor shall inform the Unions in writing upon the award of work and arrange a pre-job conference with the Unions prior to the commencement of their work. One of the purposes of a pre-job conference will be to establish the scope of the work in the Contractor's contract. The conference will include presentation of information as available to the Contractor regarding starting date for the work, location of the project, duration of the job, estimated peak employment and any other conditions deemed peculiar to the particular contract including a general description of the nature of the work to be performed and drawings and specifications, if available. The Contractor will schedule and attend all pre-job conferences and participate in discussions as they pertain to the terms and conditions of the Agreement. This section may be waived by mutual agreement of the parties.

**ARTICLE XV**  
**PROTECTION OF PERSONS AND PROPERTY**

Employees must use diligent care to perform their work in a safe manner and to protect themselves, others, the environment and the property of the Contractor and the Contractor's client. Failure to do so may result in immediate dismissal. The Contractor shall establish post and enforce reasonable employee, visitor, security, camp, and safety rules to achieve this objective.

**ARTICLE XVI**  
**APPRENTICES**

Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the oil field service and construction industries, the Contractor shall employ apprentices in the respective crafts to perform such work as is within their capabilities. The employment and deposition of apprentices shall be according to procedures as set forth by the Apprenticeship Training - Employer and Labor Services. The Union shall endeavor to meet such request to the limit of its manpower supply and to the extent not restricted by federal or state law.

**ARTICLE XVII**  
**TRAINING**

The parties agree to cooperate in the establishment of training programs to be administered by the training trusts of the signatory Unions for the purpose of improving job safety and improving skill levels and job productivity. The signatory Unions shall cooperate in the establishment of certifications based on specific training programs as mutually agreed to by the Contractor and the Union. The Unions will assure all employees will have obtained the necessary certifications applicable to their craft, prior to dispatch. Should new mandatory certifications/training become a requirement, the Contractor and Unions will endeavor to agree on the implementation of such requirement(s).

**ARTICLE XVIII**  
**NO DISCRIMINATION**

The Contractor and Union agree that they will not discriminate against any employee or applicant for employment in any manner prohibited by law.

**ARTICLE XIX**  
**SAVINGS AND SEPARABILITY**

It is not the intention of Contractor, the APJCC, or Union parties hereto to violate any laws by this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. The Contractor, APJCC, and Union(s) agree that, if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will enter into negotiations promptly concerning the subjects affected by such decision for the purposes of achieving conformity with the terms of any applicable law and the intent of the parties herein set forth.

**ARTICLE XX**  
**WAGES, BENEFITS AND INCENTIVE / BONUS PROGRAMS**

1. WAGE RATES AND FRINGE BENEFITS GENERAL

a. All employees covered by this Agreement shall be paid the rate for his or her classification as specified in the attached Schedule A's. If, during the life of this Agreement, the Unions, or any of them wish to rearrange the wage and benefit package set forth in their respective Schedule A by moving payments from one category to another, (e.g., moving a portion of wages to increase a benefit payment), they may do so by notifying the Contractor in writing at least thirty (30) days before such change becomes effective. Such changes can be made by a Union only prospectively and only before the Contractor submits its bid for a project which, if awarded to the Contractor, would be performed subject to this Agreement. In the event that a Union elects to rearrange the wage and benefit package as described herein, the Union must also notify the affected employees of the change, in writing, prior to dispatching the employee to the job and provide proof of such notification to the Contractor. The Union will indemnify, defend, and save harmless the Contractor from any liability on account of or in any way connected with wage changes.

The Contractor shall make contributions to the established fringe benefit funds in the amounts designated in the allocation letters provided by the Unions and to be reflected in the appropriate Schedule A attached hereto. See attached MOU regarding the parties' agreement for retirement funds management.

2. WAGE RATES AND FRINGE BENEFITS SPECIFIC

There will be two (2) wage rates and fringe benefit schedules for each craft signatory to this Agreement. The wage rates and fringe benefit schedules are called **Schedule A – Construction** and **Schedule A – Maintenance**. New Schedule A's will be provided by unions prior to the effective date of the annual rate change and according to the parties agreement.

Wages and benefits for the term of this Agreement are as follows:

a. 2022 – The total package (wage plus benefits) increase of 7% over the individual 2021 classification total package is agreed.

b. 2023 – A total package (wage plus benefits) increase of 7% over the 2022 individual classification total package is agreed.

c. 2024 – A total package (wage plus benefits) increase of 7% over the 2023 individual classification total package is agreed.

d. The maintenance total package shall equal the Construction total wage package less 11% for each classification with the exception of the Foreman and General Foreman classification. The Foreman and General Foreman increases shall be calculated per each individual Union's Schedule A.

e. The hourly contribution to the Fairbanks Pipeline Training Trust from each Union for all classifications shall be as follows:

July 4th, 2016 - \$0.15 per hour

The Contractor may adjust the effective date of the annual rate change to coincide with the closest Monday from the July 1 anniversary date. These effective dates may be:

July 4, 2022  
July 3, 2023  
July 1, 2024

The Contractor may adopt incentive or bonus programs. However, incentive or bonus programs adopted by the Contractor shall not result in a reduction of the wages and benefits set forth in the Agreement. Any disputes arising over an incentive or bonus program shall be settled under Article VIII of the Agreement.

#### **ARTICLE XXI** **FAVORED NATION**

In the event that during the term of this Agreement, the APJCC or an individual signatory Union enters into an Agreement for any work on a specific project with an employer or employers concerning maintenance or new construction work related to the Petroleum Industry on the North Slope of Alaska, within the geographic area covered by this Agreement, which contains terms or conditions more favorable to such employer(s) than the terms and conditions of this Agreement, those terms will be disclosed in writing within 72 hours by the Alaska Petroleum Joint Crafts Council to the North Slope Contractors Association and the Contractors may, at their option elect to use the more favorable Agreement with that Union on that specific project. It is agreed that all such agreements will be fully disclosed to the members of the North Slope Contractors Association.

In the event that during the term of this Agreement, the North Slope Contractors Association or an individual signatory Contractor enters into an agreement for any work on a specific project which contains terms or conditions more favorable to an individual non-signatory union, within 72 hours those terms will be disclosed in writing by the Contractor to the APJCC and the signatory Unions, furthermore those signatory Unions may, at their option elect to use the more favorable Agreement with that Contractor on that specific project.

**ARTICLE XXII**  
**DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2022, and shall continue in full force and effect until June 30, 2025. At the end of the initial term of this contract, or any anniversary date thereof, this contract shall be automatically renewed for periods of one (1) year, unless at least sixty (60) days prior to such renewal date, the Contractor or Union notifies the other party of its desire to renegotiate or terminate this Agreement, in which event the parties agree to renegotiate or terminate the contract in accordance with the terms of the notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below. (This Agreement may be executed in counterparts so long as each of the parties to this Agreement executed at least one complete counterpart. All such executed counterparts shall collectively constitute one and the same original instrument.)

**NORTH SLOPE CONTRACTORS ASSOCIATION**

**THE NORTH SLOPE CONTRACTORS ASSOCIATION**

\_\_\_\_\_  
By: Warren Christian  
Its: President

Date: \_\_\_\_\_

**ASRC ENERGY SERVICES- HOUSTON CONTRACTING COMPANY, INC**

\_\_\_\_\_  
By: Greg Campbell  
Its: President

Date: \_\_\_\_\_

**PRICE GREGORY INTERNATIONAL, INC.**

\_\_\_\_\_  
By: Ken Yockey, P.E.  
Its: Vice President – Oil & Gas

Date: \_\_\_\_\_

**DOYON ASSOCIATED, LLC**

\_\_\_\_\_  
By: Warren Christian  
Its: President


Date: \_\_\_\_\_

**FOR THE ALASKA PETROLEUM JOINT CRAFT COUNCIL**

**THE ALASKA PETROLEUM JOINT CRAFT COUNCIL**

By:   
James McMilon (Jul 25, 2022 14:16 AKDT)  
James McMilon  
Secretary-Treasurer

**LABORERS INTERNATIONAL UNION OF NORTH AMERICA,  
ALASKA DISTRICT COUNCIL OF LABORERS, LOCAL 942**

By:   
Jacob Howdeshell (Jul 26, 2022 10:26 AKDT)  
Jacob Howdeshell  
Business Manager

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
AFL-CIO LOCAL 302**

By:   
Lake Williams  
District Representative

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 959  
AND TECHNICAL ENGINEERS LOCAL 959 STATE OF ALASKA**

By: \_\_\_\_\_  
Gary Dixon  
Secretary-Treasurer

**UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES  
OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA, LOCAL 375**

By:   
Robert Hubbard (Jul 25, 2022 16:12 AKDT)  
Bob Hubbard  
Business Manager

**EXHIBIT A**

**NORTH SLOPE CONTRACTORS ASSOCIATION  
and  
ALASKA PETROLEUM JOINT CRAFT COUNCIL**

**NORTH SLOPE PLA AGREEMENT**

**EMPLOYER'S LETTER OF ASSENT**

The undersigned, \_\_\_\_\_, (the "Employer") as a Contractor or Subcontractor engaged to perform construction or maintenance work, or maintenance projects, related to petroleum industry in the area geographically between the 68th Parallel on the South, the 72nd Parallel on the North, the Western boundary of the Arctic National Wildlife Refuge, and the Western boundary of National Petroleum Reserve #4, for and in consideration of an award of a Contract to perform work in said area, and in further consideration of the mutual promises made in the agreement known as the North Slope Petroleum Industry Maintenance & Construction Labor Agreement, ("Agreement"), hereby covenants and agrees:

1. That it is bound by all the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto, for any and all work covered by the Agreement undertaken by the Employer, or any of its subcontractors, in the geographical boundary under its jurisdiction.
2. That it will secure from any company which is or becomes a Subcontractor to the Employer (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

This Letter of Assent shall remain in effect for the duration of ☐ All work, ☐ Project specific work performed under the Agreement by the undersigned Employer. If the Letter of Assent is related to a specific project, it is hereby named: \_\_\_\_\_. After such specific project is complete, this Letter of Assent and the collective bargaining relationship established therein will terminate, without notice, and shall have no further force or effect.

It is further understood and agreed that this Letter of Assent shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect for the term of the current Agreement, (unless Project specific is checked and named in which case term is as stated above).

**EXHIBIT A**  
**NORTH SLOPE CONTRACTORS ASSOCIATION**  
**and**  
**ALASKA PETROLEUM JOINT CRAFT COUNCIL**  
**NORTH SLOPE PLA AGREEMENT**  
**EMPLOYER'S LETTER OF ASSENT**

**FOR THE EMPLOYER:**

Name of Employer: \_\_\_\_\_

License or Registration Number \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Authorized Representative (Print) \_\_\_\_\_

Title \_\_\_\_\_

Authorized Representative (Signature) \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

### NORTH SLOPE CONTRACTORS ASSOCIATION and ALASKA PETROLEUM JOINT CRAFT COUNCIL

#### NORTH SLOPE PLA AGREEMENT

#### UNION'S LETTER OF ASSENT

The undersigned Union, \_\_\_\_\_, Local \_\_\_\_\_, (the "Union") as a recognized and exclusive majority status bargaining representative of all of Contractor employees performing \_\_\_\_\_ work engaged to perform construction or maintenance work, or maintenance projects, related to petroleum industry in the area geographically between the 68th Parallel on the South, the 72nd Parallel on the North, the Western boundary of the Arctic National Wildlife Refuge, and the Western boundary of National Petroleum Reserve #4, for and in consideration of a need for said employees to perform work in said area, and in further consideration of the mutual promises made in the agreement known as the North Slope Petroleum Industry Maintenance & Construction Labor Agreement, ("Agreement"), hereby covenants and agrees:

1. That it is bound by all the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto, for any and all work covered by the Agreement undertaken by the Contractor, or any of its subcontractors, in the geographical boundary under its jurisdiction.
2. That it will provide and gain approval to/from the North Slope Contractors Association and the Alaska Petroleum Joint Craft Council, Schedule A's consisting of its wage/benefit conditions which are consistent with those already contained within this Agreement, including the agreement that should conflicts arise between the Agreement and its Schedule A, the requirements of the Agreement will prevail.
3. That the attached Schedule A, to this Letter of Assent, has received the approval as noted in #2 above and is valid for the term indicated which comports with the term of the Agreement.

This Letter of Assent shall remain in effect for the duration of ☐ All work, ☐ Project specific work performed under the Agreement by the undersigned Union. If the Letter of Assent is related to a specific project, it is hereby named: \_\_\_\_\_. After such specific project is complete, this Letter of Assent and the collective bargaining relationship established therein will terminate, without notice, and shall have no further force or effect.

It is further understood and agreed that this Letter of Assent shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect for the term of the current Agreement, (unless Project specific is checked and named in which case term is as stated above).

**EXHIBIT B**  
**NORTH SLOPE CONTRACTORS ASSOCIATION**  
**and**  
**ALASKA PETROLEUM JOINT CRAFT COUNCIL**  
**NORTH SLOPE PLA AGREEMENT**  
**UNION'S LETTER OF ASSENT**

**FOR THE UNION:**

Name of UNION: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Authorized Representative (Print) \_\_\_\_\_

Title \_\_\_\_\_

Authorized Representative (Signature) \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT C**

### **North Slope Petroleum Industry Agreement July 2022 – June 2025**

#### **UNION - SCHEDULE A's**

**The following section include Schedule A's for the individual Unions. The Schedule A's are included for the purpose of supplementing the main Agreement.**

**The parties agree that should conflicts arise between the main Agreement and its attached Schedule A's, the requirements of the main Agreement will prevail.**

**NORTH SLOPE PETROLEUM INDUSTRY**

**July 1, 2022 – June 30, 2025**

**CONSTRUCTION & MAINTENANCE**

**LABOR AGREEMENT**

**PLUMBERS & STEAMFITTERS UA LOCAL 375**

**SCHEDULE “A”**

**EFFECTIVE JULY 4, 2022**

## **ALLOCATION OF PACKAGE INCREASES**

Calculation of the package increase for the Plumbers and Steamfitters UA Local 375 shall be the sum of the current Journeyman wage and benefit package and the current Helper wage and benefit package multiplied by the negotiated package increase.

The combined (journeyman and helper) package increase shall be allocated between the Journeyman and Helper classifications and their respective wage and benefit packages for each classification by the Union. The total combined allocations, however allocated between the Journeyman/Helper classifications and their respective wage/benefit packages, shall not exceed the total package increase.

Foreman and General Foreman package increases shall be calculated as follows:

Construction - The total current (wage plus benefit) package shall be multiplied by the negotiated package percentage increase.

Maintenance – The Foreman wage rate shall be the sum of the current maintenance journeyman wage rate plus ten (10) percent after the negotiated percentage package (wage plus benefits) have been applied.

The General Foreman wage rate shall be the sum of the current maintenance journeyman wage rate plus fifteen (15) percent after the negotiated percentage package (wage plus benefits) has been applied.

## **ARTICLE 2 TRUST FUNDS**

### **1. Payment to Trust Funds**

A. Each Employer shall make contributions provided in Article 1 of this Schedule A for each Employee hour worked (or portion thereof), to the appropriate trust funds. The contributions shall be reported monthly to the Local on a remittance form approved by the Local.

B. The contributions, together with the contribution reporting forms, are due on the 10th of each month. They shall cover the entire prior month, or as near thereto as permitted by the Employer's accounting system. They are delinquent if not received by the 15th of the month in which they are due. Sections 2, 3, and 4 of Appendix 1 to this Schedule (The National Pension Fund Participation Agreement form) are applicable to all trust fund contributions.

C. The names of the trust funds are more fully stated as follows: The Local Pension Fund means the Alaska Plumbing and Pipefitting Industry Pension Fund; The 401K Fund means the UA Local 375 Supplemental Pension Trust; The National Pension Fund means the Plumbers and Pipefitters National Pension Fund; The Health and Welfare Fund means the Alaska Pipe Trades Association UA Local 375 Health and Security Fund; The

Apprenticeship Fund means the Plumbers and Steamfitters Local Union 375 Apprenticeship and Journeyman Training Trust Fund; the Labor/Management Fund means the UA Local 375/Mechanical Contractors of Fairbanks Labor Management Trust Fund; and The Fairbanks Pipeline Training Center Trust means that training center trust.

D. If a contributing Employer becomes forty-five (45) calendar days delinquent, that Employer shall be required to post a surety bond, or a cash bond, equal to three (3) times the amount of the delinquency.

E. If it becomes necessary to bring suit to collect delinquent payment due any of the funds heretofore mentioned, the court costs and expenses of such suits, plus attorney fees, shall also be recovered from the delinquent Employer.

## **2. Administration of Trust Funds**

A. The National Pension Fund is administered as provided for in the governing trust agreement. Each Employer and the Local shall abide by the terms and provisions for the Amended Standard Form of Participation Agreement for the National Pension Fund as set out in Appendix 1 to this Schedule.

B. The Local Pension Fund, the 401K Pension Fund, the Health and Welfare Fund, the Training Fund, the Labor/Management Fund, and the Fairbanks Pipeline Training Center Fund, respectively, are administered jointly by equal numbers of Trustees representative of the Local and the MCF, respectively. Each Employer and the Local shall abide by the terms and provisions of each of the respective trust agreements creating these trusts, and all lawful amendments thereto; and they accept as their representatives the Employer trustees and Local trustees now serving in such trust fund, and their lawful successors.

## **3. Remittances**

The Association and the Local will, no later than July 15th of each year, execute joint distribution instructions to the bank that receives trust fund remittances. Such instructions shall define in writing the specific amounts to be credited to the respective trust funds for the coming contract year. In the event new instructions are not issued by July 15th of any year, the bank will continue to disburse remittances in the same manner as during the prior year and hold any undefined amounts in a special escrow account until new instructions are issued.

## **4. Trust Fund Subscription Agreement**

A. The Employer agrees to be bound by the Trust Fund Agreements, as now constituted or as hereafter amended, retroactively or otherwise, and to be bound by the acts of the trustees or their successors.

B. Each Employer shall make contributions to the Trust Funds specified in Article 2 of this Agreement. All parties hereby agree that contributions will be made and accepted only at the rate specified in this Agreement.

## **5. Legal Expenses of Trustees**

Either the Employer trustees or the Employee trustees of trust funds described in Article 2 of this Agreement shall have the right to retain independent legal counsel of their choosing to represent them in trust matters. To the extent consistent with and permitted by the terms of the respective trusts and by applicable law, the MCF, the Employers, and the Local hereby consent to reimbursement from the trust funds to the trustees of the respective trusts for reasonable attorney's fees incurred by said trustees in the course of performing their duties as trustees.

## **6. Conflict with Trust Documents**

Nothing in this Agreement shall supersede the provisions of any applicable trust documents, the terms of which govern the rights and responsibilities of the Employer and the Local.

# **ARTICLE 3 DUES CHECK-OFF**

## **1. Agreement**

The Employers shall deduct from the wages of each Employee who executes an authorization agreement the amount of working dues, service fees, or other obligations owed by the Employee to the Local. The amount of such dues shall be as provided in the Locals By-Laws as it now exists (currently, 4 %) and as it shall be duly amended from time to time.

## **2. Deposit of Funds**

Such dues shall be deducted from each applicable pay check and shall be remitted by the Employer, on a monthly basis, to the applicable account. The monies deducted shall be reported on the appropriate remittance report.

## **3. Written Authorization**

The Employer's obligation to make deductions from the wages of each Employee under this Section is conditioned upon receipt of a written authorization from the Employee, which shall be irrevocable for a period of one year or the term of this Agreement, whichever is the lesser period; provided, however, that such authorization shall automatically renew itself for annual periods, unless the Employee gives written notice by certified mail to the Local of intent to revoke such authorization. Such notice must be given within the 60-90 day period preceding the expiration or automatic renewal date, as the case may be, of the authorization.

## **ARTICLE 4 HIRING PROCEDURES**

UA Local 375 will supply labor to the signatory contractors pursuant to the Local's Hiring Hall Rules, as periodically revised, except as expressly and specifically modified by this Agreement.

In the event an Employer unexpectedly needs a Foreman the Employer may select the Foreman from any of the Building Trades Journeyman already employed, or in the absence of any Building Trades Journeyman a Metal Trades Journeyman or a helper may be upgraded with the consent of the Union. Also, in the event an Employer unexpectedly needs a Journeyman the Employer may temporarily upgrade a helper that is already employed with the consent of the Union.

## **APPENDIX 1 PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND**

### *Revised Standard Form of Participation Agreement*

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. (a) Commencing with the first day of July, 2014, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

<b><u>CLASSIFICATION</u></b>	<b><u>AMOUNT</u></b>	<b><u>EFFECT. DATE</u></b>
Journeyman	\$0.30 per hour	7/1/2014
Apprentice	\$0.30 per hour	7/1/2014
Other-Helper	\$0.30 per hour	7/1/2014

Note: The stated payments shall change to conform to changes required by the National Pension Fund.

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered Employees for purposes of the Plan and this Standard Form of Participation Agreement.

(b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance

of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

(c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.

(d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein or a separate participation agreement.

2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968, and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts, and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.

5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to

take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12 % per annum, and liquidated damages of 10 % of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.

7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is June 30, 2025. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund Office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.



## UNITED ASSOCIATION

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

Founded 1889

Letters should  
be confined to  
one subject

UA Local Union: **375**

Subject:

**NORTH SLOPE CONSTRUCTION  
WAGE AND FRINGE SCHEDULE A  
FOR  
PLUMBERS AND STEAMFITTERS LOCAL NO. 375  
(PIPELINE RATES)  
EFFECTIVE June 27, 2022**

Mark McManus  
General President

Patrick H. Kellett  
General Secretary-Treasurer

Michael A. Pleasant  
Assistant General President

<u>Classifications</u>	<u>Construction</u>
------------------------	---------------------

Welder Foreman	\$59.82
Foreman	\$57.11
Welder	\$56.70
Journeyman	\$53.29

Hot Pass	\$57.43
Bead Pay	\$57.43
Back Welding	\$58.12
Hot Work	\$58.12

Helper	\$24.76
Graded Helper I	\$25.42
Graded Helper II	\$26.75

Deduct

Dues	4% of gross wage
Voluntary Deduction	\$0.15 per hour

Fringe Benefit Contributions

	<u>Journeyman</u>	<u>Helper</u>
Health & Welfare	\$11.75	\$11.75
Pension - Local	\$13.45	\$5.16
401K	\$2.00	\$1.60
Pension - National	\$0.30	\$0.30
Apprenticeship	\$1.25	\$0.95
Labor Management Fund	\$0.20	\$0.00
Fbks Pipeline Training Cntr	<u>\$0.15</u>	<u>\$0.15</u>
Total	\$29.10	\$19.91

BY:   
PLUMBERS AND STEAMFITTERS, LOCAL 375





## UNITED ASSOCIATION

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

Founded 1889

Letters should  
be confined to  
one subject

UA Local Union: **375**

Subject:

**NORTH SLOPE MAINTENANCE  
WAGE AND FRINGE SCHEDULE A  
FOR  
PLUMBERS AND STEAMFITTERS LOCAL NO. 375  
EFFECTIVE June 27, 2022**

Mark McManus  
General President

Patrick H. Kellett  
General Secretary-Treasurer

Michael A. Pleasant  
Assistant General President

### Classifications

### Maintenance

Welder Foreman	\$54.13
Foreman	\$51.78
Welder	\$50.11
Journeyman	\$47.07
Hot Pass	\$50.75
Bead Pay	\$50.75
Back Welding	\$51.36
Hot Work	\$51.36
Helper	\$18.23
Graded Helper I	\$18.85
Graded Helper II	\$20.12

### Deduct

Dues	4% of gross wage
Voluntary Deduction	\$0.15 per hour

### Fringe Benefit Contributions

	<u>Journeyman</u>	<u>Helper</u>
Health & Welfare	\$11.75	\$11.75
Pension - Local	\$11.61	\$4.30
401K	\$1.60	\$0.70
Pension - National	\$0.30	\$0.30
Apprenticeship	\$0.85	\$0.35
Fbks Pipeline Training Cntr	<u>\$0.15</u>	<u>\$0.15</u>
Total	\$26.26	\$17.55

BY:   
PLUMBERS AND STEAMFITTERS, LOCAL 375



**NORTH SLOPE PETROLEUM INDUSTRY**

**July 1, 2022– June 30, 2025**

**CONSTRUCTION AND MAINTENANCE**

**LABOR AGREEMENT**

**TEAMSTERS/TECHNICAL ENGINEERS, LOCAL 959**

**SCHEDULE “A”  
FRINGE BENEFITS,  
CLASSIFICATIONS AND WAGE RATES**

**EFFECTIVE JULY 4, 2022**

## **ARTICLE I BENEFIT TRUSTS**

### **Section 1. Health and Welfare.**

(a) The Contractor shall contribute the following to the Alaska Teamster-Employer Welfare Trust Fund for each hour of compensation earned by and/or paid to each employee who performs work covered by this Collective Bargaining Agreement during a given month. The Contractor and the Union agree to be bound by the Agreement and the Declaration of Trust of the Alaska Teamster-Employer Welfare Trust Fund and all lawful amendments thereto, and do further agree to accept as their representatives, the employer-trustees and union-trustees that constitute the Board of Trustees of said Trust Fund and their lawful successors.

(b) The required contributions shall be paid to the Trust Fund for all compensable hours by the fifteenth (15th) day of the month following the month in which the employee(s) worked. The Trust Fund will furnish the transmittal forms. The current reporting procedure is as follows: Contributions not received by the bank by the twentieth (20th) day of the month following the month in which the work was performed shall be deemed delinquent. If the twentieth (20th) day of the month falls on a Saturday, Sunday, or legal holiday, delinquency shall be presumed to occur on the next regular business day.

(c) Further, if the Contractor's delinquency results in an employee being unable to receive the benefits of the health and welfare plan, the Contractor shall be liable to the employee for all the benefits which were lost, including the payment of any medical and hospital bills which the employee may have incurred.

### **Section 2. Alaska Teamster Pension Trust.**

(a) The Contractor shall contribute the following to the Alaska Teamster-Employer Pension Trust Fund for each hour of compensation earned by and/or paid to each employee who performs work covered by this Collective Bargaining Agreement during a given month. The Contractor and the Union agree to be bound by the Agreement and the Declaration of Trust of the Alaska Teamster-Employer Pension Trust Fund and all lawful amendments thereto, and do further agree to accept as their representatives, the employer-trustees and union-trustees that constitute the Board of Trustees of said Trust Fund and their lawful successors.

#### **Alaska Teamster-Employer Pension Trust Fund Supplemental Charge.**

If at any time, during the term of this Agreement, the Supplemental Employer Contribution percentage is reduced, suspended, or eliminated due to the improvement of the Alaska Teamster-Employer Pension Trust Fund, the Union shall inform the North Slope Contractor's Association as to where the monies negotiated therein, shall be applied to the bargaining unit's compensation package.

(a) The required contributions shall be paid to the Trust Fund for all compensable hours by the fifteenth (15th) day of the month following the month in which the employee(s) worked. The Trust Fund will furnish the transmittal forms. The current reporting procedure is as follows: Contributions not received by the bank by the twentieth

(20th) day of the month following the month in which the work was performed shall be deemed delinquent. If the twentieth (20th) day of the month falls on a Saturday, Sunday, or legal holiday, delinquency shall be presumed to occur on the next regular business day.

(b) The contributions owing to the Alaska Teamster-Employer Pension Trust Fund are in addition to the contributions owing to the Western Conference of Teamsters Pension Trust Fund. It is the intention of the parties that the employees be covered by both pension plans.

### **Section 3. Western Conference of Teamsters Pension Trust.**

(a) Effective December 31, 2007, the Contractor has agreed to pay, on behalf of each maintenance and construction employee performing the work of the bargaining unit, with the exception of the technical engineers/surveyors, for each hour compensated a total of one dollar (\$1.00) per hour to the Western Conference of Teamsters Pension Trust. This rate is composed of eighty-six cents (\$0.86) per hour to the basic plan and fourteen cents (\$0.14) for P.E.E.R. 80. The contributions required to provide the Program for Enhanced Early Retirement (P.E.E.R.) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for P.E.E.R. must at all times be 16.5% of the basic contribution and cannot be decreased nor discontinued at any time.

(b) The contributions shall be paid to the Trust Fund by the tenth (10th) day of the month following the month in which the contributions were earned. The Trust Fund will furnish the transmittal forms.

(c) The failure of the Contractor to make the contributions required by this Section may result in a collection action by the Board of Trustees; and, in such action, the Contractor shall be obligated to pay liquidated damages, costs, and attorneys' fees, as provided in the Trust Agreement.

### **Section 4. Delinquencies.**

Failure of the Contractor to make the contributions to the employee benefit programs provided for in this Schedule A in accordance with the applicable Trust Document, and/or the rules and regulations adopted pursuant thereto by the trustees of the respective trusts, or failure of the to transmit dues deducted from wages of employees pursuant to dues checkoff authorization to the Union at the same time the Contractor makes the employee benefit program contributions, shall subject the Employer to liquidated damages. Liquidated damages in the case of contributions to employee benefit programs shall be in accordance with the respective Trust Document and rules and regulations implementing the same which at the time of execution of this Agreement were as described below for the following Trusts:

Alaska Teamster-Employer Welfare Trust  
Alaska Teamster-Employer Pension Trust  
Alaska Teamster-Employer Service Training Trust

Liquidated damages are assessed at four percent (4%) per month to a maximum of twenty percent (20%) per year, however, such liquidated damages shall in no event be less than twenty-five dollars (\$25.00) for each month of contributions which are delinquent.

## Western Conference of Teamsters Pension - 20%

In addition, the Employer can be charged for attorney fees and costs of collecting delinquent contributions for all benefit programs.

Liquidated damages to Local 959 for failure to transmit Dues Checkoff shall be four percent (4%) per month, to a maximum of twenty percent (20%) per year, (\$25.00 minimum per month). In addition, the Employer can be charged for attorney fees and costs of collecting delinquent Dues Checkoff of Local 959.

The Employer acknowledges that he has received a true copy of the following Trust Documents:

Alaska Teamster-Employer Welfare Trust  
Alaska Teamster-Employer Pension Trust  
Alaska Teamster-Employer Service Training Trust

and it is understood and agreed that the Employer, by signing this instrument, accepts the terms and conditions of the above listed Trusts and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees and additional Employer-Trustees appointed pursuant to the terms of the respective Trust, and their successors in trust, are and shall be his representatives, and consents to be bound by the action and determinations of the Trustees.

### **Section 5. Alaska Teamster-Employer Service Training Trust.**

(a) The Contractor shall contribute the following to the Alaska Teamster-Employer Service training Trust Fund, for each hour of compensation earned by and/or paid to each employee who performs work covered by this Collective Bargaining Agreement during a given month. The Contractor and the Union agree to be bound by the Agreement and the Declaration of Trust of the Alaska Teamster-Employer Service Training Trust Fund and all lawful amendments thereto, and do further agree to accept as their representatives, the employer-trustees and union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

(b) The required contributions shall be paid to the Trust Fund for all compensable hours by the fifteenth (15th) day of the month following the month in which the employee(s) worked. The Trust Fund will furnish the transmittal forms. The current reporting procedure is as follows: Contributions not received by the bank by the twentieth (20th) day of the month following the month in which the work was performed shall be deemed delinquent. If the twentieth (20th) day of the month falls on a Saturday, Sunday, or legal holiday, delinquency shall be presumed to occur on the next regular business day.

### **Section 6. Bonding.**

(a) It is recognized that a failure to make contributions to the above described benefit trusts may deprive workers of necessary benefits and create additional administrative expense to the Trusts.

Therefore, each Contractor shall furnish a bond, with adequate sureties, in the amount of ten thousand dollars (\$10,000.00) to secure payment of all amounts due from

the Contractor to the above described Benefit Trusts under the terms of this Schedule A. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Contractor, the local Union, and the administrators of the above described Benefit Trusts. No Contractor shall be considered in compliance with this Agreement until proof of the above described bond has been provided to the Union. The Contractor shall not voluntarily cancel the bond for the duration of the individual project, contract, or subcontract with regard to which contributions are being made. If a Contractor can demonstrate that it has a prior record of continuous payment of contributions to the above described Benefit Trust, without default, for a period of at least twelve (12) months from the date of an agreement with the Union, said Contractor shall be exempted from the requirement to furnish the bond described above.

Any Contractor who becomes more than thirty (30) days delinquent in making the contributions to any of the Benefit Trusts as required by this Schedule A, shall, upon receipt of written notice of such delinquency furnish the bond with adequate sureties described above and keep the same in effect for the duration of its performance of work under this Agreement.

## **ARTICLE II CLASSIFICATIONS**

### **Group 1**

1. Semi with Double Box Mixer;
2. Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards;
3. Deltas, Commanders, Rollagons, and similar equipment when pulling sleds, trailers, or similar equipment;
4. Boat Coxswains;
5. Captains, Pilots (air and water);
6. Air/Sea Traffic Controllers;
7. Ambulance/Fire Truck Drivers (EMT Certified);
8. Helicopter Transporters;
9. Ready-mix over 12 yards up to and including 15 yards (over 15 yards to be negotiated);
10. Dump Trucks, including rockbuggy and trucks with pups, over 60 yards up to and including 100 yards (over 100 yards to be negotiated);
11. Jeeps (driver under load);
12. Field Safety and Health Technician;
13. Material Coordinator and Purchasing Agent.

### **Group 1A**

1. Dump Trucks, including rockbuggy and trucks with pups, over 60 yards up to and including 100 yards to be negotiated;
2. Jeeps (driver under load);
3. Lowboys including attached trailers and jeeps, up to and including 12 axles (over 12 axles or 150 tons to be negotiated between the Union and Employer);
4. Heavy Duty Tireman;
5. Fueller, Fuel Truck.

## **Group 2**

1. Turn-0-Wagon or DW-10, not self-loading;
2. All Delta's, Commanders, Rollagons, and similar equipment;
3. Mechanics;
4. Dump Trucks (including rockbuggy and trucks with pups) over 20 yards up to and including 40 yards;
5. Super Vac Truck/Cacasco truck/Heat Stress Truck;
6. Ready-mix over 7 yards up to and including 12 yards.
7. Partsman;
8. Dump Trucks (including rockbuggy and trucks with pups) over 10 yards up to and including 20 yards;
9. Oil Distributor Drivers;
10. Water Wagon, when pulled by Euclid or similar type equipment;
11. Trucks/Jeeps (push or pull);
12. Expeditor (electrical and fitting materials).
13. Semi or Truck and Trailer;
14. Stringing Truck;
15. Fuel Handler;
16. Vacuum Trucks;
17. Associate Party Chief.

## **Group 3**

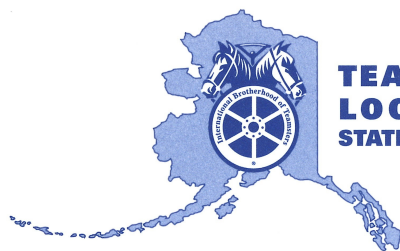
1. Buggymobile;
2. Dumpster;
3. Tireman, light duty;
4. Dump Trucks (including Rockbuggy and trucks with pups) up to and including 10 yards;
5. Gin Pole Driver;
6. Track Truck Equipment;
7. Grease Truck;
8. Flat Beds, Dual rear axle;
9. Hyster Operators (handling bulk aggregate);
10. Lumber Carriers;
11. Water Wagon, Semi;
12. Water Truck, Dual axle;
13. Gin Truck, Winch Truck, wrecker, flat bed including "A" Frame manufactured rating over 5 tons;
14. Bull Lifts and Fork Lifts, Fork Lifts with Power Boom and Swing attachments, over 5 tons;
15. Front End Loader with/forks;
16. Bus Operators;
17. All Terrain Vehicles;
18. Boom Truck/Knuckle Truck over 5 tons;
19. Foam Distributor Truck Dual Axle;
20. Hydro Seeders-Dual Axle;
21. Vacuum Trucks Sweepers;
22. Loadmaster (air and water operations);
23. Air Cushion or similar type vehicle;

24. Fire Truck/Ambulance drivers;
25. Combination Truck-Fuel and Grease;
26. Compactor (when pulled by rubber tired equipment);
27. Rigger (air/water/oilfield);
28. Warehouseperson;
29. Expeditor (general);
30. Ready Mix, up to and including 8 yards.
31. Gravel Spreader Box Operator on Truck;
32. Flat Beds, Single rear axle;
33. Boom Truck/Knuckle Truck up to and including 5 tons;
34. Pickups, Buffer, and Tack Trucks (pilot cars and all light duty vehicles);
35. Water Truck, Single axle;
36. Gin Pole Truck, Winch Truck, wrecker, flat bed including "A" Frame manufactured rating 5 tons and under;
37. Bull Lifts and Fork Lifts, Fork Lifts with Power Boom and Swing attachments, up to and including 5 tons;
38. Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project);
39. Foam Distributor Truck Single axle;
40. Gear/Supply Truck;
41. Hydro Seeders- Single axle;
42. Team Drivers (Horses, Mules, and similar equipment);
43. Rigger - warehouse operation;
44. Fuel Handler (station/bulk attendant);
45. Cacasco Truck/Heat Stress Truck;
46. Chainperson/Stakehop.

#### **Group 4**

1. Swamper/Helper.

## ARTICLE III



**TEAMSTERS  
LOCAL 959  
STATE OF ALASKA**

*Affiliated with the International Brotherhood of Teamsters*

**Gary Dixon, Secretary-Treasurer**

520 E. 34th Ave., Suite 102, Anchorage, Alaska 99503

Phone (907) 751-8500 • Fax (907) 751-8599

### **NORTH SLOPE PETROLEUM INDUSTRY MAINTENANCE & CONSTRUCTION LABOR AGREEMENT**

#### **SCHEDULE A**

#### **Wage & Fringe Benefit Schedule Teamsters Local 959**



**Effective July 4, 2022.**

#### **Construction**

##### **Wages:**

Group 1	\$38.51
Group 1A	\$40.00
Group 2	\$37.05
Group 3	\$36.13
Group 4	\$35.46

##### **Fringe Benefits:**

959 Pension	\$8.20
959 Pension Supplemental (50%)	\$3.25
959 Health & Welfare	\$9.75
959 Training Trust	\$1.20
Fairbanks Pipeline Training Center	\$0.15
Western Conference Teamster Pension	<u>\$1.00</u>
<b>Total fringe benefit package</b>	<b>\$23.55</b>

General Foreman	\$45.43
Foreman	\$43.38

Driver Apprentices	Level 1	60% of Group 1
	Level 2	70% of Group 1
	Level 3	80% of Group 1
	Level 4	90% of Group 1

Dues Checkoff 1.9% of each employee gross wages

#### **Technical Engineers**

##### **Wages:**

Office Tech.	\$42.97
Assoc. Party Chief	\$36.44
Stakehop/Grademan	\$33.41
Chainperson	

##### **Fringe Benefits:**

959 Pension	\$9.20
959 Pension Supplemental (50%)	\$3.75
959 Health & Welfare	\$9.75
959 Training Trust	\$1.20
Fairbanks Pipeline Training Center	<u>\$0.15</u>
<b>Total fringe benefit package</b>	<b>\$24.05</b>

Chief of Parties	\$45.20
Party Chief/Office Technician	\$43.12

Tech Apprentices	Level 1	60% of Group 1
	Level 2	70% of Group 1
	Level 3	80% of Group 1
	Level 4	90% of Group 1

Dues Checkoff 1.9% of each employee gross wages

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306 Willoughby, Juneau, AK 99801 • P (907) 586-3225 • F (907) 586-1227 1201 Mill Bay Road, Kodiak, AK 99615 • P (907) 486-8818 • F (907) 486-0080  
1529 Ocean Drive Ste. 1, Homer, AK 99603 • P (907) 226-5151 • F (907) 235-0656

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## **ARTICLE IV APPRENTICESHIP**

a Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of technical engineers and construction drivers in the construction industry, the Employer may employ apprentices to perform such work as is within their capabilities and which is customarily performed by technical engineers and construction drivers. The employment and disposition of apprentices shall be according to procedures set forth in the standards of Apprenticeship.

b **Apprentice Construction Drivers.** The Journey worker-Apprentice ratios for Construction Drivers shall be as follows:

- (1) 1:1 when there is one (1) Teamster Journey worker employed.
- (2) 1:5 when there are five (5) Journey workers employed.
- (3) On hiring the sixth (6th) Teamster Journey worker, the employer may hire one (1) additional Apprentice. The ratio shall not exceed 1:5 through the remainder of the job.
- (4) When the employer reduces the force at the conclusion of the job, the employer may elect to return to the 1:1 ratio allowed at the beginning of the job.

c **Apprentice Surveyor Assistant, Instruments.** The Journey worker-Apprentice ratios for Surveyor Assistants shall be as follows:

- (1) 2:1, and may be 1:1 with the agreement of the Apprentice Coordinator and the Employer.

d All apprentices shall be dispatched from an availability list maintained by the Joint Apprenticeship Training Committee.

e **Apprentice Percentages.** Apprentices shall be paid based upon the following percentages of the Group I wage rate:

### Construction

- (1) Level 1 - Sixty percent (60%)
- (2) Level 2 - Seventy percent (70%)
- (3) Level 3 - Eighty percent (80%)
- (4) Level 4 - Ninety percent (90%)

### Technical Engineers

- (1) Level 1 - Sixty percent (60%)
- (2) Level 2 - Seventy percent (70%)
- (3) Level 3 - Eighty percent (80%)
- (4) Level 4 - Ninety percent (90%)

## **ARTICLE V HIRING LISTS**

The hiring hall procedures attached to this Schedule A shall be followed by the Union. The hiring lists maintained by the Union are as follows:

**A List:** Individuals who are bona fide residents within the geographic jurisdiction of the Union and who have been employed by the Employer with a construction agreement with the Union for an aggregate time of at least six hundred (600) hours during the period of three (3) years immediately preceding registration date.

**B List:** Individuals who are bona fide residents within the geographic jurisdiction of the Union and who have been employed by the Employer with a construction agreement with the Union for an aggregate time from eighty (80) hours to five hundred ninety-nine (599) hours during the period of three (3) years immediately preceding registration date.

**C List:** Individuals who are bona fide residents within the geographic jurisdiction of the Union and who have worked less than eighty (80) hours for the Employer with a construction agreement with the Union.

**D List:** Individuals who do not claim residency within the geographic jurisdiction of the Union and who have worked over eighty (80) hours aggregate time for an Employer with a construction agreement with the Union during the period of three (3) years immediately preceding registration date.

**E List:** Individuals who do not claim residency within the geographic jurisdiction of the Union and who have worked less than eighty (80) hours for an Employer with a construction agreement with the Union during the period of three (3) years preceding registration date.

**RESIDENT:** For the purpose of this Article, a "resident within the geographic jurisdiction of the Union" shall mean an individual who has resided continuously for at least twelve (12) months within the geographic area for which the Union has craft jurisdiction, as defined by the bylaws and charter of the Union. A person claiming residency may not claim or maintain a residency outside the geographic jurisdiction of the Union. The criteria for establishing residency shall be determined by the Hiring Hall Committee.

**NORTH SLOPE PETROLEUM INDUSTRY**

**July 1, 2022– June 30, 2025**

**CONSTRUCTION AND MAINTENANCE**

**LABOR AGREEMENT**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302**

**SCHEDULE "A"**

**EFFECTIVE JULY 4, 2022**

## **HEALTH AND SECURITY**

It is agreed that Employers covered by this Agreement shall contribute, as per the allocation letter provided by the union. Contributions shall be for each compensable man-hour worked by Operating Engineers, including supervisory employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made on or before the fifteenth (15<sup>th</sup>) day following the month in which the hours were worked, to the Locals 302 and 612, International Union of Operating Engineers Construction Industry Health and Security Trust Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and Security Plan established by the Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and Chapters of the Associated General Contractors of America, Inc., who are signators to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapters of the Associated General Contractors of America, Inc. It is understood that the Union and Employers Association are principal parties to the Trust Agreement and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

## **HEALTH CARE REIMBURSEMENT**

It is agreed that Employers covered by this Agreement shall contribute, as per the allocation letter provided by the Union. Contributions shall be for each compensable workhour of Operating Engineers, including supervisory employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth (15<sup>th</sup>) day following the month in which the hours were worked, to the Locals 302 and 612, of the International Union of Operating Engineers Construction Industry Health Care Reimbursement Plan in the manner as set forth in the Fund Agreement of said Fund. The details of the Health Care Reimbursement Plan established by this Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are the signators to the Fund Agreement of the aforesaid Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapters of the Associated General Contractors of America, Inc. It is understood that the Union and Employer Associations are principal parties to the Fund Agreement and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

## **PENSION**

It is agreed that all Employers covered by this Agreement shall contribute, as per the allocation letter provided by the Union. Contributions shall be for each compensable man-hour of Operating Engineers, including supervisory employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked, to Locals 302 and 612, Operating Engineers-Employers Retirement Fund in the manner set forth in the

Trust Agreement of said Trust Fund. The details of the Retirement plan established by this Trust Fund shall continue to be administered by a joint Board of Trustees composed of equal representation from the Unions and Chapters of the Associated General Contractors of America, Inc., who are the signators to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapters of the Associated General Contractors of America, Inc. It is understood that the Union and Employer Associations are principal parties to the Trust Agreement and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

### **APPRENTICESHIP TRAINING-RETRAINING**

The parties agree it is in their mutual interest and in the interest of the construction industry that new employees be trained in the operation of equipment covered by this Agreement. Therefore, in the furtherance of this objective, the parties are signatory to a Trust Agreement in existence by and between the Associated General Contractors of Alaska, and Local 302 of the IUOE.

The parties further agree to maintain a formal Apprenticeship Plan for the training of Operating Engineers for the State of Alaska. The parties of this Agreement agree to participate in and support the Apprenticeship Plan and to abide by its local rules and requirements governing the selection, manning, qualifications, education, and training of all apprentices, insofar as said rules and requirements conform to the National Apprentice and Training Standards for the trade of Operating Engineers and to all applicable laws. Apprentice wage scales are established by the Joint Apprenticeship and Training Board of Trustees. The percentage of Journeyman pay paid each apprentice is based upon the number of hours worked in the program and is approved by the United States Department of Labor. This can be only altered with that Agency's approval. With the exception of training, all other fringe contributions shall be paid as Journeyman. The actual specifics may be obtained from the Joint Apprentice and Training Offices. The employer shall utilize apprenticeship ratios of a minimum of one (1) apprentice for every ten (10) journeyman; however, the requirements of the approved standards are to be applied.

### **APPRENTICESHIP/TRAINING CONTRIBUTIONS**

#### **Section 1. Alaska Operating Engineers - Employers Training Trust (AOEETT)**

It is agreed that all Employers covered by this Agreement shall contribute, as per the allocation letter provided by the Union. Contributions shall be for each compensable man-hour of Operating Engineers, including supervisory employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked, to the Local 302, Operating Engineers-Employers Training Fund in the manner set forth in the Trust Agreement of the said Trust Fund. The details of the Training Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representatives from the Union and the Associated

General Contractors of Alaska, who are signators of the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapter or a regular paid employee of the Associated General Contractors of Alaska.

### **Section 2. National Training Fund**

It is agreed that all Individual Employers covered by this Agreement shall contribute a sum as listed in the IUOE wage and benefit allocation page for each compensable man hour of Operating Engineers, including supervisory employees when covered by this Agreement, employed by such employers in work contained in the term of this Agreement. Said contributions shall be made on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked to the National Training Fund in the manner as set forth in the trust agreement of the said trust fund.

### **Section 3. Fairbanks Pipeline Center Training Trust**

The Employer agrees to be bound by the Trust Agreement establishing the Fairbanks Pipeline Training Center Trust. It is understood that under the provisions thereof, the Employer agrees to contribute to the Fairbanks Pipeline Training Center Trust, the amount specified in the agreement per each compensable hour worked by employees covered under this Agreement for the purposes specified in said Trust Agreement. The contributions are to be computed solely on the total number of hours worked and are not included in wages or in the computation of overtime. Contributions shall be submitted on or before the fifteen (15<sup>th</sup>) day of the month following the month in which contributions were earned. The details of the plan will be determined by the Board of Trustees of the Fairbanks Pipeline Training Center Trust, in accordance with the Trust Agreement which created the fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto and do further agree to accept as their representatives the Employer trustees and the Union trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

### **CHANGE IN CONTRIBUTIONS TO WAGES AND/OR FRINGE BENEFITS**

If found necessary, a portion of any wage raise may be applied to Health and Security, Retirement and/or Training Trust Funds by the Union giving thirty (30) days' notice to the Employers prior to wage increments. Contributions to each Trust are applicable to hours of bargaining unit employees only and not to hours by non-unit supervisors. When a bargaining unit employee is temporarily working outside a craft or as part of a composite crew as per Article XIII, benefit contributions will be payable by the Employer only to the Trust Funds of the craft of which the employee is a member (i.e., no double contributions to Trusts).

### **RECIPROCITY**

If Local 302 has entered into reciprocity agreement with a sister local outside the jurisdiction of the Agreement providing that an Employer covered by this Agreement may bring its key employees with it into Local 302's jurisdiction, said Employer shall be permitted to make contributions to the AGC sister local trust funds on behalf of its key employees. In the event the total contributions under this Agreement are higher

than the total AGC sister local contributions rate, the difference shall be paid to the employee as a part of his wages.

## **PAYROLL DEDUCTIONS**

### **Section 1. Working Dues**

In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct for Working Dues a percentage of gross wages, from each Employee covered by this Agreement, once each week, which has been or will be in the future authorized by the membership of IUOE Local 302. Said amount will be deducted as a percentage of gross wages once each week for each Employee covered by this Agreement. All monies collected for Working Dues by the Employer shall be paid to the agent designated by IUOE Local 302. The Working Dues which are deducted shall be paid monthly by the 15th of the month following the month in which they were deducted.

### **Section 2. Labor Committee Program (LCP)**

In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct for the LCP an amount per compensable hour of wages, from each Employee covered by this Agreement, once each week, which has been or will be in the future authorized by the membership of IUOE Local 302. Said amount will be deducted from each compensable hour of wages once each week for each Employee covered by this Agreement. All monies collected for the LCP by the Employer shall be paid to the agent designated by IUOE Local 302. The LCP funds deducted shall be paid monthly by the 15th of the month following the month in which they were deducted.

## **HIRING OF OPERATING ENGINEERS**

### **Section 1. Person Dispatched by the Union**

The Union agrees to dispatch only persons who are qualified to perform the required work and the Employers agree to employ only qualified Operating Engineers. Operating Engineers shall be qualified for employment under this Agreement who have had at least two (2) years of actual practical working experience on the type of equipment being dispatched for in the pipeline, building, heavy, highway, and related industries.

### **Section 2. Obligation to Hire through the Union**

Employers shall hire qualified Operating Engineers by calling the Union. The Employer shall notify the local Union office either in writing, email, fax, or by telephone, stating the Company contact information, location, starting time, approximate duration of the job, shift, the type of work to be performed, and the number of Operating Engineers required.

### **Section 3. Group Listing**

All classes of Operating Engineers shall be hired and/or rehired in accordance with the length of service with Employers in this and other related collective bargaining units as follows:

- Group I      Operating Engineers who have been employed and dispatched by the Union, to an Employer or Employers, party or parties to this and related Agreements (as hereinafter defined), who have worked for any such Employer or Employers for an aggregate time of at least five hundred (500) hours in the last 12 months, within Alaska immediately preceding the registration date.
- Group II     Operating Engineers who have been employed and dispatched by the Union, to an Employer or Employers party or parties to this and related Agreements (as hereinafter defined), who have worked for such Employer or Employers for an accumulative time of at least fifty (50) hours in the last 12 months, within the territory of this agreement immediately preceding the registration date.
- Group III    All registrants who pass a minimum standard test in categories established by an IUOE Local 302 Training Trust, or who can verify journeyman status in this Union or another Local of the IUOE.
- Group IV     All other applicants Operating Engineers for employment.

For the purpose of this Agreement in the assignment of individuals to the appropriate out-of-work list or requesting them for employment, a resident of Alaska is defined as an individual who has resided in Alaska continuously for at least twelve (12) months. The proof of residency, as defined above, rests with the individual claiming residency.

A roster shall be prepared for preference of rehire by grouping all Operating Engineers who come within the above classifications and shall utilize pension records, or by dispatcher verification of paystubs, if provided by the Operating Engineer, in establishing these accrued rights based on length of employment. No person may be registered for work while simultaneously employed in the Alaska construction industry or working under a labor agreement to which the union is signatory. This may be waived, in writing, during a union sanctioned organizing effort.

"Employers" under this paragraph mean: (1) any Employer party to this Agreement; (2) any Employer who adopts or works under this Agreement and contributes to the Health and Welfare and Pension Plans; and (3) any Employer who employs Operating Engineers under the terms of this or a related Agreement and is a contributing Employer within the meaning of the Health and Welfare and Pension Plans.

### **Section 4. Registration or Re-registration**

Registration or re-registration of applicants for referral shall be accepted by the Union at any time during its customary office hours. All applicants shall be registered in the order of time and date of registration. To remain on the registration list, an applicant for referral must renew their registration not later than ninety (90) days from the date

of their last registration or re-registration. There shall be four (4) groupings of the out-of-work list. Each applicant for employment shall be required to furnish such data, records, names of Employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms or registration as shall be submitted to him. Applicants for employment shall also list any special skills they may possess. All applicants may register or re-register in person, by mail, by email, or by fax, member's signature is required.

### **Section 5. Referring Registrants**

(a) Upon the request of an Employer for Operating Engineers, the Union shall refer registrants to the Employer in the manner and under the conditions specified in this Agreement from the list in the following order of referral:

1. Applicants shall be referred from Group I in successive order as their names appear on the out-of-work list, and when Group I has been exhausted,
2. Then applicants from Group II in successive order as their names appear on the out-of-work list, and when Group II has been exhausted,
3. Then applicants from Group III in successive order as their names appear on the out-of-work list, and when Group III has been exhausted.
4. Then applicants from Group IV in successive order as their names appear on the out-of-work list.

(b) Separate lists will be established and maintained for apprentice engineers, and referrals shall be made on the same basis as that for Operating Engineers except that the experience condition set out in Section 1 of this Article shall, as to apprentice engineers, not be applicable or required.

(c) Those registered on the list in each group will, after ten (10) attempted contacts, be deemed unavailable for work. These individuals will then be notified by mail or email and will not be contacted for employment until verification of availability is made in person, fax mail or email. A signature is required. No more than two (2) attempted contacts per day will be counted towards the ten (10) attempted contacts.

Up to two contact numbers can be given to dispatch, but a second contact number can be removed by the dispatcher if it is disconnected or no longer reaches the member. If the number is removed by the dispatcher, a written notice will go out by mail or email to the member. Members/registrants shall always maintain a working telephone number on file with the hiring hall. If the member/registrant fails to maintain a working phone number, their name shall be removed from the out of work list after 2 weeks written notice is given by mail or email. Their name will be placed on the bottom of the appropriate list when they are re-registered, with a working telephone number.

(d) Any applicant who is returned by the Employer shall be placed on the out-of-work list as follows:

1. If an employee is employed one (1) to twenty-one (21) calendar days, the employee shall be restored to the out-of-work list the same number of days lower on the out-of-work list as they had been employed upon showing proof of last day employed. After a short call, as identified above, a registrant must show proof of last day worked within ten (10) days of termination to be restored to the proper place on the out-of-work list, in the appropriate group listings as outlined in Section 3 above.
2. Any employee, who is employed more than twenty-one (21) calendar days, is terminated for just cause, terminates of their own accord, or receives a failure to comply with "company policy" related to drug and alcohol screening, shall have their name removed from the out-of-work list, and their name will be entered at the bottom of the appropriate list when they re-register.

(e) A registrant may refuse to be referred to employment two (2) times without prejudicing, on the registrant's third (3) refusal the registrant will be deemed unavailable and removed from the out-of-work list. If an Operating Engineer accepts a dispatch and does not show up, their name will be entered at the bottom of the appropriate list when they re-register. If an employee is terminated three (3) times, by three (3) different Employers, for lack of ability they shall no longer be eligible for dispatch in that classification unless they: (1) train for that classification through J.A.T.C. facilities, and (2) if available pass the minimum standards test established by a Local 302 Training Trust for the classification.

(f) In the event that the referral facilities maintained by the Union are unable to fill the requisition of the Employer for personnel within a forty-eight (48) hour period after such requisition is made by the Employer (Sundays and holidays excepted), the Employer is entitled to employ applicants without reference to the referral procedure. In such an event, the Employer will notify the Union of the name(s) and date(s) of such hiring(s) within forty-eight (48) hours of such hiring(s).

(g) The referral procedures as contained herein shall be followed except:

1. Requests by Employers for key personnel to act as Supervisors, Master Mechanics, General Foremen, or Foreman shall be honored without regard to the requested person's place on the out-of-work list, provided that person does not perform bargaining unit work. Such foreman will not be considered a craft working foreman routinely entitled to perform bargaining unit work, until they have accumulated five hundred (500) compensated hours with the Employer unless otherwise approved by the Union. Unless otherwise approved by the Union, foreman hired under the provisions of this hiring agreement shall not be reduced to a lower classification nor shall their employment as a foreman qualify them for a call back, until they have been employed by the Employer in any capacity under the terms of this Agreement or a previous Agreement for at least five hundred (500) hours. All traveling Keyman must register at the Hiring Hall, and have a Keyman Agreement in place prior to being employed. A Keyman Agreement

approved by the Business Manager, for employees with special skills, allows travelers employed in the jurisdiction of this Union the portability of benefits between Trust Funds. Travelers employed under Keyman, or Reciprocity agreements shall not qualify for a call-back.

2. Requests by Employers for a particular person in Group I or Group II previously employed by the Employer or a joint venture of which the Employer was a member within the geographical area of this Agreement and who has been laid off or terminated by the Employer or the joint venture within five (5) years previous to the request shall be honored, provided said employee was originally dispatched to the Employer in accordance with the terms and conditions of this Union and its Hiring Hall (illegal, Keyman, or reciprocity hours will not be recognized for rehire, requests, or for Group status).
3. For bona fide requests by the Employers for Operating Engineers with special skills and abilities in the order in which their names appear on the out-of-work list.
4. The Union recognizes that manning requirements may vary from project to project and the Employer's need for individuals with special skills and/or experience within a work classification could require more flexible terms in the request procedure. Therefore, should this occur, the Union and the Employer will meet and resolve each request on a case-by-case basis either in the best interest of the industry and/or the Special Conditions clause contained in this Agreement.
5. In the best interest of the industry, requests by Employers for particular engineers with no priority shall be honored without regard to the requested person's place on the out-of-work lists, provided that said individuals occupy the status of college students (seeking summer employment only), majoring in civil engineering, architecture, or construction management; sons and daughters of management or of individuals employed as Operating Engineers. Provided further, however, that any dispute arising as a result of such requests may be referred to the Joint Hiring Committee in accordance with the provisions of Article III. For each person dispatched as a college student or son or daughter of management under this clause, the Employer shall employ a son or daughter of an Operating Engineer.
6. Requests by Employers for a particular person on Group 1, who has is registered on the out-of-work list shall be honored provided that person has ever obtained Group I status in the applicable jurisdiction of this agreement.
7. Where Employers engage in a joint venture, persons employed by any of the joint ventures may be transferred to the job or called for by name if the requirements of (e) 1, 2, and 3 above have been met by the joint ventures.
8. A subsidiary corporation or one under control of another corporation shall be considered the same Employer as the parent or controlling

corporation for the purpose of transferring personnel to or from the parent, subsidiary, or controlled corporation.

- (j) A reasonable fee may be charged for the registration of any applicant.
- (k) Disputes that arise out of this section (Hiring of Operating Engineers) will be settled by a Joint Hiring Hall Committee.

### **Section 7. Termination Slips**

The Employer shall furnish, and complete termination slips for any Employee, returning one to the dispatching hall at time of termination and provide a copy to the Employee. Each termination slip shall show the actual reason for termination.

### **Section 8. Certified Evaluation**

No Applicant for referral to jobs shall be dispatched where:

1. That applicant has been discharged for consuming alcohol on the job or for being intoxicated on the job; or
2. The applicant has tested positive for controlled substance, whether during pre-employment testing or testing following employment.

Applicants will be reinstated in the job referral plan when a state certified rehabilitation program has made an evaluation of their condition. Should the evaluation require participation in a rehabilitation program, applicants must be enrolled in an accredited rehabilitation program prior to being reinstated in the job referral plan.

### **Section 9. Freezing Group Status**

All Operating Engineers who suffer an injury or serious illness shall have their group status frozen on the out-of-work list by presenting the referral hall with a physician's report stating they are unable to perform work as an Operating Engineer. The "freezing" of an applicant's group status does not apply to Health & Welfare or Pension eligibility. The applicant must register on the out-of-work list. To remain on the out-of-work list, an applicant must renew their registration not later than ninety (90) days from the date of their last registration or re-registration. When the applicant provides the referral hall with a physician's "Release for Work" document, the applicant shall be considered ready and available for work effective on the date the work release was received in the referral hall. The applicant's group status on the out-of-work list will then revert to the status as it was on the date it was frozen, and all referral hall rules shall apply.

### **Section 10. Active-Duty**

Members that are called to active duty with the National Guard or a military reserve unit may register on the out-of-work list. During the active-duty period it is unnecessary to re-register to maintain an out-of-work date. The member must prove active duty status and then they will not be contacted for work during the active-duty period. Upon separation from active duty the member shall notify the hiring hall of a change in status within thirty (30) calendar days.

## **WORKING RULES**

The Employers recognize and agree that Local No. 302 of the IUOE is the exclusive bargaining agent for all Operating Engineers, apprentices, mechanics, and oilers/assistant engineers/service engineers, in the operation, maintenance, greasing and servicing, shop and job site repair of all heavy equipment, including the maintenance, greasing and servicing and repair of all automotive equipment covered by this Agreement. It is further agreed that Historic Jurisdictional Agreements of Record in the State of Alaska will be observed.

- (a) On tower cranes where the operator is required to operate from a cab walkway or platform, or on power shovels, mucking machines, crawler cranes, truck cranes, floating cranes, Whirley cranes, locomotive cranes, Hyster cat cranes, 16" and over trenching machines, rock crushers and asphalt plants, the Employer and the Union shall agree whether an oiler/assistant engineer or fireman is required. However, whenever an operating engineer on any piece of equipment requires assistance in the operation of said equipment, maintenance or repair, such extra person or persons shall be operating engineers, oilers/assistant engineers, fireman or deck hands, and under the direct supervision of the operator.
- (b) Mechanics and service oilers/service engineers shall furnish their own tools but shall not be required to furnish special tools as follows: Air or electric wrenches, gear and gearing pullers, electric drills, reamers, taps and dies, oxy-acetylene, hoses, gauges, torches, and tips, thirty-six-inch pipe wrenches, socket wrench drives over  $\frac{3}{4}$  inch, wrenches over two (2) inches, coffin hoists and hydraulic jacks.
- (c) Mechanics and service oilers/service engineers shall not be required by the Employer to furnish their own transportation for tools to perform their work assignments.
- (d) Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the Employer upon the presentation of satisfactory evidence. Neither this nor any other provisions of this Schedule A or the Agreement shall impair or preclude the Employer from utilizing third party vendors for the performance of maintenance work when the employer does not have the schedule, capacity, equipment, or tools to perform the work.

## **WARRANTY WORK**

The only exception with respect to the work covered by this Agreement is warranty work, and this work will be permitted and performed in accordance with the manufacturers' or sellers' warranty program. Equipment, which is leased, or is on a rental-purchase contract, in which ownership resides in the dealer, shall be considered to belong to Employer for the purpose of this Article.

## **OWNER-OPERATOR**

When a piece of equipment is operated by its owner and is used on work covered by this Agreement, the owner-operator of said piece of equipment shall be paid wages

and fringe benefits by the Employer subject to the terms and conditions of this Agreement, and the check stubs will show equipment rental separate from other items. This Article shall not apply when a written subcontract has been entered into with the owner-operator.

## **GROUP LISTINGS AND CLASSIFICATIONS**

### **Section 1. Classifications (Effective 7-2022)**

#### **GROUP IAB:**

1. Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic with over 10,000 hours.
2. Cranes - Over 45 tons or 150 foot (including jib and attachments).
  - (a) Draglines & Clam Shells, over 3 yards.
  - (b) Tower Cranes.
3. Sidebooms, and Volvo Pipelayers (or similarly manufactured equipment).

#### **GROUP IA:**

1. Blade and Motor Patrol Grader Operators.
2. Cableways and Highlines over 3 yards.
3. Loaders – over 4 yards, or Production Loading.
4. Finish: Dozer & Grade Tractor (when finishing to final grade and/or to hubs, or for asphalt).
5. Power Plants: 1000 k.w. and over.
6. Quad.
7. Scrapers - over 40 yards.
8. Screed
9. Shovels, Backhoes, Gradalls, and Excavators over 3 yards.
10. Slip Form Paver, C.M.I, and similar types.

#### **GROUP I:**

1. Asphalt Roller.
2. "A" Frame Trucks, Transporters, Deck Winches: double power drum.
3. Back Filler.
4. Batch Plant Operator: batch and mixer over 200 yards per hour, Boiler - Fireman.
5. Beltcrete with Power Pack and similar conveyors.
6. Bending Machine.
7. Boat Coxswain.
8. Bulldozer.
9. Cableways, Highlines and Cable-cars.
10. Cleaning Machine.
11. Coating Machine.
12. Cranes - 45 Tons and under or 150 foot of boom and under (including jib & attachments).
  - (a) Draglines or Clamshells, 3 yards and under.
  - (b) Hydra-lifts or Transporters, all track or truck type.
  - (c) Derricks.
13. Crushers.

14. Deck Winches- Double Drum.
15. Ditching or Trenching Machine (16 inch or over).
16. Drilling Machines, core, cable, rotary and exploration.
17. Finishing Machine operator, concrete paving, and sidewalk, curb and gutter machine.
18. Helicopters.
19. Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rolligon, Bargecable, Nodwell, and SnowCat.
20. Hydro Ax and similar.
21. Loaders.
  - (a) Forklifts with power boom and swing attachment
  - (b) Overhead and front-end, 2½ yards through 4 yards.
  - (c) Loaders with forks or pipe clamps.
  - (d) Loaders, elevating belt type, Euclid and similar types.
22. Mechanics, Welders, Bodyman, Electrical, Camp Maintenance Engineer.
23. Mixers: Mobile type with hoist combination.
24. Motor Patrol Grader.
25. Mucking Machines: Mole, Tunnel Drilland/or Shield.
26. Operator on Dredges.
27. Piledriver Engineers, L.B. Foster, Puller, or similar Paving Breaker.
28. Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination or power units over 300 k.w.).
29. Sauerman-Bagley.
30. Scraper - through 40 yards.
31. Service Oiler / Service Engineer.
32. Shot Blast Machine
33. Shovels, Backhoes, Gradalls, and Excavators, 3 yards and under.
34. Spreaders, Blaw Knox, Cedarapids, Barber Greene, Screed, Slurry Machine.
35. Sub Grader (Gurries, C.M.I, and C.M.I. Roto Mills and similar types).
36. Tack Tractor.
37. Truck Mounted Concrete Pump, Creter.
38. Wate Kote Machine.

#### GROUP II:

1. Batch Plant Operator: batch and mixer 200 yards per hour and under.
2. Cement Hogs and Concrete Pump Operators.
3. Conveyors (except as listed in Group 1).
4. Hoists on steel erection, Towermobiles and Air Tuggers
5. Licensed Grade Technician.Elevating Grader, Dumor and similar.
6. Locomotives: road and geared engines.
7. Mixers.
8. Screening, Washing Plant.
9. Sideboom (cradling rock drill regardless of size).
10. Skidder.
11. Trenching Machines - under 16 inches.
12. Water / Wastewater Treatment Operator.

GROUP III:

1. "A" Frame Trucks, Deck Winches: single power drum.
2. Bombardier (tack or tow rig).
3. Boring Machine
4. Brooms – Power.
5. Bump Cutter.
6. Compressor.
7. Drill Helper.
8. Farm Tractor.
9. Forklift, industrial type.
10. Gin Truck or winch Truck with Poles when used for hoisting.
11. Grade Checker and Stake Hopper.
12. Hoists, Air Tuggers, and Elevators.
13. Loaders:
  - (a) Elevating - Athey, Barber Greene and similar types.
  - (b) Forklifts or lumber carrier (on construction job sites).
  - (c) Forklifts with tower.
  - (d) Overhead and front end, under 2 1/2 yards.
14. Locomotives: Dinkey (air, steam, gas, and electric) speeders.
15. Mechanics, light duty.
16. Mixers: concrete mixers and batch, 200 yards per hour and under.
17. Oil, Blower Distributors.
18. Pipeline ream.
19. Posthole Diggers, mechanical.
20. Pot Fireman (power agitated).
21. Power Plant, turbine operator, under 300 k.w.
22. Pumps - water.
23. Rig Oiler/Assistant Engineer - over 45 tons, over 3 yards or over 150 ft. boom.
24. Rollers - other than Plantmix.
25. Saws, concrete.
26. Straightening Machine.
27. Tow Tractor.

Group IV:

1. Parts and Equipment Coordinator.
2. Rig Oiler/Assistant Engineer (advances to Group III if over 45 tons or 3 yards or 150-foot boom).
3. Swamper (on trenching machines or shovel type equipment).
4. Spotter.
5. Steam Cleaner.

## **Section 2. Special Notes**

- \* Foreman, General Foreman, and Master Mechanic, and Leadman rates are listed on the Allocation Page.
- \* Operators working underground to receive a ten (10%) premium.
- \* Crane Operators employed to service a special craft exclusively or assigned to service a special craft temporarily on a particular operation of a project shall receive the same overtime rate as the special craft receive while so employed.
- \* Wage scales for Operators of equipment not listed herein shall be negotiated at the time such equipment is to be operated.
- \* Mechanic hour verification must be in written documentation to the Union, such as, but not limited to: Union pension hours, paycheck stubs, etc.



# International Union of Operating Engineers

LOCAL 302 • Washington • Alaska • Idaho • AFL-CIO

Daren Konopaski, *Business Manager & General Vice President*

## **North Slope Construction Agreement**

### **WAGE AND BENEFIT SCHEDULE**

**Effective July 4, 2022**

<b><u>Journeyman Classifications</u></b>	<b><u>Wage Rate</u></b>	<b><u>Total Package</u></b>
General Foreman & Master Mechanic	\$48.28	\$71.73
Foreman	\$46.09	\$69.54
Lead Mechanic	\$45.44	\$68.89
Group 1AB	\$44.11	\$67.56
Group 1A	\$42.59	\$66.04
Group 1	\$40.47	\$63.92
Group 2	\$39.56	\$63.01
Group 3	\$38.55	\$62.00
Group 4	\$31.25	\$54.70
<b><u>Fringe Benefit Contribution:</u></b>		
Health and Welfare	\$ 8.70	
Supplemental Pension	\$ 2.00	
Pension	\$11.50	
Training	\$ 1.05	
FPTC	\$ 0.15	
NTF	\$ 0.05	
<b>Total Fringe</b>	<b>\$23.45</b>	

**Apprentice Rates:** Please see the Apprentice's dispatch slip for their calculated percentage of the Group 1 Journeyman wage rate and whether the additional Apprentice training fringe contribution (APP TRNG) is required

APP TRNG (Apprentice Only)                      \$ 2.00

### **Employee Deductions:**

Working Dues	2% of Gross Wages
Labor Committee Programs (LCP)	\$0.10
Employee Elected PAC Contribution:	
PAC (State)	\$0.05
Federal PAC	\$0.03

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Sean Jeffries, *President* • Jason Alward, *Vice President*

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**NORTH SLOPE PETROLEUM INDUSTRY**

**July 1, 2022– June 30, 2025**

**CONSTRUCTION AND MAINTENANCE**

**LABOR AGREEMENT**

**LABORERS' LOCAL NO. 942**

**SCHEDULE "A"**

**EFFECTIVE JULY 4, 2022**

**ARTICLE I**  
**WAGE GROUPINGS AND CLASSIFICATIONS**

**SECTION 1. Wage Groupings and Classifications**

**GROUP I**

Asphalt Workers (shovel, plant crew)  
Base and Floor Machineman  
Brush Cutters  
Buffing Machineman\*  
Camp Maintenance Laborer  
Carpenter Tenders or Helpers  
Choke Setters  
Compactor  
Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)  
Crusher Plant Laborer  
Demolition Laborer  
Ditch Diggers  
Dope Pot Fireman\*  
Dump person  
Fire Watch (certified)  
Fire Watch Laborer  
Flagger  
Form Strippers  
General Laborer  
Grinding (not in preparation for welding) \*  
Guardrail Laborer  
High Pressure Water Operator  
Hydro-seeder Nozzleman  
Laborers, Building  
Landscape or Planter  
Material Handlers, Hook Tender  
Monolithic Workers (sewer work)  
Oil Spill  
Laborers  
Paper Latchers\*  
Pipe Cleaning\*  
Pitman  
Pneumatic or Power Tool Portable or Chemical Toilet Serviceman  
Preheat for Doping or Cleaning Pumpman or Mixerman\*  
Railroad Track Laborer  
Rigger  
Sandblast, Pot Tender  
Saw Tenders  
Signalman  
Slurry Work  
Stake Hopper  
Steam Point or Water Jet Operator

Steam Cleaner Operator  
Swampers (including, but not limited to, side booms, gin-pole trucks, winch trucks, forklifts, etc.)\*  
Tank Cleaning\*  
Tapers  
Utiliwalk and Utilidor Laborer  
Watchman (construction projects)  
Window Cleaner

## **GROUP II**

Burning and Cutting Torch  
Catalyst, Epoxy  
Cement or Lime Dumper or Handler (sack or bulk)  
Chainsaw Filer  
Chainsaw Operator  
Choker Splicer  
Chucktender (wagon, air track, and hydraulic drills)  
Concrete Laborers (power buggy, concrete saws, pumperete nozzle, vibrator operator)  
Concrete Vibrator Operator (4" and over)  
Foam Gun or Foam Machine Operator  
Green Cutter (dam work)  
Guardrail Layoutman  
Gunnite Operator  
Hod Carriers  
Incinerator Operator  
Jackhammer or Pavement Breakers  
Laser Instrument Operators  
Mason Tender and Mud Mixer (sewer work)  
Maintenance  
Oil Spill Laborer (marine work)  
Pipeline Builder (stove pipe crews)  
Plasterer, Bricklayer, and Cement Finisher Tenders  
Powderman Helper  
Power Saw Operator  
Railroad Switch Layout Laborer  
Rigger, Certified Journeyman\*  
Road Crossings (casings)  
Sandblaster\*  
Scaffold Building & Erecting\*  
Sewer Caulkers  
Sewer Plant Maintenance  
Sloper (over 20')  
Thermal Plastic Applicator  
Timber Faller  
Timberman  
VSM Drill Helper (changing teeth, etc.)\*  
Water Blaster (dam work)

### **GROUP III**

Arc Welder (in connection with Laborers work)  
Bit Grinder  
Cadwelder\*  
Cement Finishers\*  
Drill Doctor (in the field)  
High Scaler  
High Rigger and Tree Topper  
Insulator\*  
Pioneer Drilling and drilling Off Tugger (all type drills)  
Rigger, Certified Master\*  
Slurry Seal Squeegee person

### **GROUP IIIA**

Asphalt Raker  
Certified Epoxy Sprayer\*  
(FBE)  
Drillers (including, but not limited to, wagon drills, air-track drills, hydraulic drills)  
Formbuilder\*  
Grademan (setting or transferring of grade marks)  
Licensed Powderman  
Pipelayer, Culvert and Multiplate Laborer  
Pipelayers  
Sheet Metal\*  
\* **Pipeline Classifications**

#### **SECTION 2. Foremen**

<b>Classification</b>	<b>2022 Construction Maintenance</b>	
Laborer Foreman	<b>\$39.13</b>	<b>\$32.92</b>
Powder and Drill Foreman	<b>\$40.06</b>	<b>\$33.76</b>
General Foreman	<b>\$41.00</b>	<b>\$34.59</b>

#### **SECTION 3. Apprentices**

APPRENTICES: The contractor may request the utilization of Laborers' Local 942 Apprentices in the Local 942 Apprenticeship Training-Employer and Labor Services approved apprentice program for employment on their signatory projects. The maximum ratio of apprentices to journeymen is 1 per 5 laborers on the Contractors/Local 942 signatory projects and may also be limited by availability of apprentices. For the purpose of maximizing the OJT skill training for the apprentices and best matching apprentices with job openings that will advance their skills, the Local Union reserves the right to select the particular apprentice provided to the

contractor. The contractors and union will work in concert to place apprentices in work tasks that will maximize the apprentices training and knowledge of the work.

Apprentices shall be paid on a progressive percentage basis of the prevailing Laborer wage at the following rate: First increment 83% of group 1 wage rate, second increment 88% of group 1 wage rate, third increment 93% of group 1 wage rate, fourth increment 98% of group 1 wage rate.

## **SUMMARY OF APPRENTICE WAGES**

<b>Classification</b>	<b>Hourly Rate 2022</b>	
	<b>Construction</b>	<b>Maintenance</b>
First increment apprentice	<b>\$25.07</b>	<b>\$20.73</b>
Second increment apprentice	<b>\$26.58</b>	<b>\$21.98</b>
Third increment apprentice	<b>\$28.09</b>	<b>\$23.23</b>
Fourth increment apprentice	<b>\$29.60</b>	<b>\$24.48</b>

## **SECTION 4. Wages**

<b>WAGE INCREASES (Construction)</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	7.0%	7.0%	7.0%

Maintenance rate total package 11% less Construction rate total package.

## **ARTICLE II GENERAL PROVISIONS**

### **SECTION 1.**

All Laborers working in tunnels, mines, shafts, or raises shall receive rain gear and gloves by the Contractor. Such gear shall be returned to the Contractor upon the termination of the employee.

### **SECTION 2.**

Oil spill cleanup crews shall be furnished rain gear and rubber boots while required to perform this type of work.

### **SECTION 3.**

Sewage Workers. Persons required to work in or with raw sewage shall be provided with rubber boots, rain gear, and rubber gloves.

### **SECTION 4.**

Chuck Tenders shall be employed on each wagon drill, hydraulic drill, or air tract-type drill, unless drills are grouped so that Tender can service more than one drill.

## **SECTION 5.**

Every possible precaution shall be taken by both the Contractor and the employees in asbestos abatement and removal and to follow the manufacturers' directions when using epoxy, fire retardant, urethane, and other resinous materials.

## **SECTION 6.**

The Employer acknowledges the Alaska Laborers "Code of Performance", dated November 1, 2012 as the Alaska District Council of Laborers' effort to increase competitiveness by improving the quality and performance of the workers it provides to the employers' workforce. This clause does not create any new or additional rights for workers nor additional responsibilities for Employers signatory to this agreement.

# **ARTICLE III TRUST FUNDS AND CHECK-OFF**

## **SECTION 1. ALASKA LABORERS-EMPLOYERS HEALTH AND SECURITY FUND**

The Contractor agrees to be bound by the Trust Agreement made and entered into September 18, 1953, by and between the Union, the Trustees, and the Alaska Chapter of the Associated General Contractors, AGC, establishing the Alaska Laborers' Employer Health and Welfare Fund. It is understood that, under the provisions thereof, the Contractor contributes funds as referenced in the most current wage rate sheet for each hour worked by Laborers in its employ for the purposes of group insurance, as specified in said Trust Agreement. It is understood that the contributions are to be computed solely on the total number of hours worked and are not to be included in wages or in computation of overtime. The details of the plan will be determined by the Board of Trustees of the Alaska Laborers-Employer Health and Welfare Fund, in accordance with the Trust Agreement which created the Trust Fund. The Contractor and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer Trustees and Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

## **SECTION 2. ALASKA LABORERS-EMPLOYERS DEFINED BENEFIT FUND**

The Contractor agrees to be bound by the Trust Agreement establishing this Fund made and entered into July 1, 1962, by and between the Union and the Alaska Chapter of the Associated General Contractors, AGC. The parties to the Agreement hereby acknowledge and agree that after reviewing the endangered status Rehabilitation Plan alternatives presented by the Board of Trustees of the Alaska Laborers – Employers Retirement Fund (Fund), the parties hereby adopt the **Preferred Plan**, effective July 1, 2021, which provided the following:

The parties agree that this Letter of Agreement (LOA) between the North Slope Contractors Association (the Contractors) and Laborers' International Union of North America, Local #942 (the Union), for all hours and scopes of work that fall under the Collective Bargaining Agreement (North Slope Petroleum Industry Maintenance and Construction Agreement).

The parties agree that this LOA shall be considered a part of any successor agreement between NSCA and APJCC to the July 1, 2018 to June 30, 2022 NCSA-APJCC Maintenance and Construction Labor Agreement unless the parties expressly agree to the contrary in writing.

Per the meeting of the Labor Trustees of Laborers' Local 942 and the representatives of the North Slope Contractors Association, the parties have agreed to select and implement the "Preferred Plan – Three Year Option" with an effective date of 7/1/2021. It is the parties understanding and agreement that all "pension surcharges" currently in effect will cease at the end of the month in which the parties adopt a "rehab plan", and that this agreement once signed nullifies the previous agreement regarding such surcharges.

Per the March 17, 2011 revision of the Memorandum of Understanding between the North Slope Contractors Association and the Alaska Petroleum Joint Crafts Council, Laborers' Local 942 is electing to utilize wage increases from the 7/1/2021 total package increases of 3.25% to fund both the agreed to "Preferred Plan – Three Year Option" of the proposed "Pension Rehabilitation Plans" at a rate of seventy-four (\$0.74) cents for year one of three, as well as possible prospective wage increases from future negotiations.

The Parties also agree to fund the "SIP (Sustainable Income Plan) Transition Benefit" with forty-one (\$0.41) cent allocation with an effective date of 7/1/2021. The Transition Benefit will also be funded from the existing wage package, as allocated in the June 28th, 2021 wage sheet.

The details of the Fund's provisions, including this Rehabilitation Plan, Sustainable Income Plan, and Pension Transition Benefit, will be determined by the Board of Trustees of the Alaska Laborers – Employers Retirement Fund, in accordance with the Trust Agreement which created the Trust Fund. The Contractor and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer Trustees and the Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

### **SECTION 3. ALASKA LABORERS-EMPLOYERS CONSTRUCTION INDUSTRY TRAINING FUND**

The Contractor agrees to be bound by the Trust Agreement establishing this Fund made and entered into Oct. 13, 1967, by and between the Union and the Alaska Chapter of the Associated General Contractors, AGC. It is understood that, under the provisions thereof, the Contractor contributes funds as referenced in the most current wage rate sheet for each per hour worked by Laborers in its employ for the purposes of training and upgrading, as specified in said Trust

Agreement. It is understood that the contributions are to be computed solely on the total number of hours worked and are not to be included in wages or in computation of overtime.

The details of the plan will be determined by the Board of Trustees of the Alaska Laborers-Employer Construction Industry Training Fund, in accordance with the Trust Agreement which created the Trust Fund. The Contractor and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer Trustees and Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

#### **SECTION 4. ALASKA LABORERS' LEGAL SERVICE FUND**

The Contractor agrees to be bound by the Trust Agreement establishing this fund, made and entered into January 15, 1975, by and between the Union and the Alaska Chapter of the Associated General Contractors, AGC. It is understood that, under the provisions thereof, the Contractor contributes to the Legal Services Fund, funds as referenced in the most current wage rate sheet, for each hour worked by the Laborers in its employ for the purpose of a Legal Service Fund. The said contributions are to be computed solely on the total number of hours worked and are not to be included in wages or in computation of overtime.

The details of the plan will be determined by the Board of Trustees of the Alaska Laborers-Employer Legal Service Fund, in accordance with the Trust Agreement which created the Trust Fund. The Contractor and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer Trustees and the Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

#### **SECTION 5. LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST**

The Contractor and the Union recognize that they must confront many issues of mutual concern which are more susceptible to resolution through Labor-Management Cooperation than through collective bargaining. To seek resolution of these mutual concerns and to advance mutual interest through Labor-Management Cooperative efforts, the Contractor and the Union agree to participate in the Labor-Management Cooperation Committee which is established in accordance with Section 302(c)(9) of the Taft-Hartley Act.

The Contractor shall contribute five cents (\$0.05) per hour per each hour worked by Laborers in its employ to the Northwest Region Labor-Management Cooperation committee. The said contributions are to be computed solely on the total number of hours worked and are not to be included in wages or in computation of overtime. Said contribution shall become effective January 1, 1998 and for each month thereafter for the term of this Agreement. The Contractor shall submit all contributions to the Regional Cooperation Committee in accordance with the requirements of the Committee. The Employer and the Union hereby adopt the Agreement and Declarations establishing the Regional Cooperation Committee.

Contributions will be made on the same form as the Alaska Laborers' Health and Security and other Trust Fund payments. The pro-rata costs of such forms, collection and accounting will be paid by the Committee to the fringe benefit administrator.

#### **SECTION 6. DUES CHECK-OFF**

The Contractors will deduct three percent (3%) of the employee's gross weekly earnings for working dues from each Laborer in their employ, upon proper assignment of such deduction from each employee. Said deduction will be remitted monthly to the appropriate Laborers Union on the same form as the Alaska Laborers' Health and Security and other Trust Fund payments.

#### **SECTION 7. ALASKA LABORERS' POLITICAL AND EDUCATION COMMITTEE CHECK-OFF**

The Contractors will deduct ten cents (\$ 0.10) per compensable hour from those employees who voluntarily assign such deduction to the appropriate Local Union's ALPEC Committee. Said deduction will be remitted monthly on the same form as the Alaska Laborers' Health and Security and other Trust Fund payments.

#### **SECTION 8. NORTHWEST ORGANIZING FUND CHECK-OFF**

The Contractors will deduct thirty cents (\$ 0.30) per compensable hour from each Laborer in their employ, upon proper assignment of such deduction from each employee. Said deduction will be remitted monthly on the same form as the Alaska Laborers' Health and Security and other Trust Fund payments.

#### **SECTION 9. FAIRBANKS PIPELINE CENTER TRAINING TRUST**

The Employer agrees to be bound by the Trust Agreement establishing the Fairbanks Pipeline Training Center Trust. It is understood that under the provisions thereof, the Employer agrees to contribute to the Fairbanks Pipeline Training Center Trust, fifteen cents (\$0.15) per each compensable hour worked by employees covered under this Agreement for the purposes specified in said Trust Agreement.

The contributions are to be computed solely on the total number of hours worked and are not included in wages or in the computation of overtime. Contributions shall be submitted on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which contributions were earned. The details of the plan will be determined by the Board of Trustees of the Fairbanks Pipeline Training Center Trust, in accordance with the Trust Agreement which created the fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their

representatives the Employer trustees and the Union trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

## **SECTION 10. BONDING**

Each Contractor shall furnish a surety bond in the amount of ten thousand dollars (\$10,000) to secure payments of all amounts due on account of the Alaska Laborers Pensions, Health and Security, Legal and Training Trust Funds Contractor contributions as well as wages required by this Agreement. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Contractor, the Local Union, and the Administrator of the aforementioned Laborers' Trust Funds. No Contractor shall be considered signatory to this Agreement unless proof of bonding has been furnished to the Alaska Laborers Trust Funds' Administrative Office and the Local Union's office. If the Contractor can demonstrate that it has had a prior continuous record of payment from the effective date of an Agreement of at least twelve (12) months without a default in the payment of Contractor contributions to the aforementioned Trust Funds and that such record was accrued within the jurisdiction of Local Union No. 942, said Contractor shall be exempted from this Section.

## **SECTION 11. CONTRIBUTIONS TO TRUSTS**

It is understood that the above contributions by the Employers to the various Trusts, are to be computed solely on total number of compensable hours worked by persons that are members of the bargaining unit only, and are not to be included in wages and will not, therefore, be subject to either Federal or State withholding taxes and further shall not be considered or included in the computation of overtime pay.

## **ARTICLE IV HIRING LISTS**

### **SECTION 1. Referral Procedures.**

#### **" A "      L I S T .**

Workers who have been employed by an Employer or Employers under a collective bargaining agreement within the geographical areas of Alaska who are party or parties to this Agreement (and construction related agreements), and who have worked for such Employer or Employers a minimum of 250 hours in five (5) fiscal years out of the previous eight (8) years immediately preceding registration; or those workers who have worked a minimum of 250 hours in four (4) fiscal years out of the previous seven (7) years immediately preceding registration if they have successfully completed a total of 250 hours of training sponsored by the Alaska Laborers' Training Trust Fund.

Upon registration, to remain qualified for the "A" List, an individual must have worked a minimum of 250 hours under this and/or related agreements in the previous three (3) year period.

#### **" B "      L I S T .**

Workers who have been employed by an Employer or Employers under a collective bargaining agreement within the geographical areas of Alaska who are party or parties to this Agreement (and construction related agreements), and who have worked for such Employer or Employers a minimum of 250 hours in the twelve (12) month period immediately preceding registration.

Upon registration, to remain qualified for the "B" List, an individual must have worked a minimum of 250 hours under this and/or related agreements in the previous four (4) year period.

**" C "      L I S T .**

Workers who have at least three (3) years of actual working experience in the construction and related industries. (Proof of work history rests with the individual).

**" D "      L I S T .**

Other applicant workers who have physically resided in the State of Alaska for twelve (12) consecutive month's immediately preceding registration, and who have actual working experience in construction and related industries.

**"E"      L I S T .** All other applicant workers for employment.

"Employer" under this paragraph means (1) any Employer party to this Agreement, (2) any Employer who adopts or works under this Agreement and contributes to the health and welfare and pension plans, and (3) any Employer who employs workers under the terms of this or of a related agreement and is a contributing Employer within the meaning of the various trust fund.

**SECTION 2. Registration.**

Registration or re-registration of applicants for referral shall be accepted by the Union during its customary hours. All applicants shall be registered in the order of time and date of registration. To remain on the registration, list an applicant for referral must renew his registration not later than ninety (90) days from the date of his last registration or re-registration. Registration or re-registration and placement on the appropriate list shall be in person except in the case of registrants who are "Residents", as herein defined, of remote areas not connected by maintained public roads to the dispatch halls.

There shall be five (5) groupings of the out-of-work list. All workers shall be registered on the appropriate list. Each applicant for referral shall be required to furnish such data, records, names of employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms or registrations as shall be submitted to him. Applicants for employment shall also list any special skills they must possess. The registration list described in this OUT-OF-WORK LIST and shall be treated as such by the local union. No individual who is employed in the construction industry (in any trade capacity), within the geographical jurisdiction of the Union or otherwise, whether it be union or non-union shall be allowed to register or reregister on any list. Furthermore, no individual working under a collective bargaining agreement negotiated by an affiliate of the Laborers' International Union shall be allowed to register on the out-of-work list.

For the purposes of this section only, the term "construction industry" shall mean building construction, marine construction, off-shore construction, heavy, highway and utility construction, petroleum industry, including pipeline construction, mining industry (small mining operations excluded), power generation operations, cross country transmission lines, and hotel and catering operations which support construction efforts.

### **SECTION 3. Referral Procedures.**

- a) Upon the request of an Employer for workers the Union shall refer qualified registrants to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this or of a related agreement from the list in the following order of referral:
  - 1. Applicants shall be referred from the "A" List in successive order as their names appear on the out-of-work list, and when the "A" List has been exhausted, then
  - 2. Applicants from the "B" List in successive order as their names appear on the out-of-work list, and when the "B" Resident List is exhausted, then
  - 3. The applicants from the "C" List and the remaining successive lists in successive order as their names appear on the out-of-work list.
- b) Any applicant who is unqualified for a referral and is rejected by the Employer for that reason shall be registered on the bottom of the appropriate list, and subject to an Alaska Laborers Code of Performance violation. After the rejection, the union will have twenty-four (24) hours to refer applicant(s), Saturdays, Sundays and Holidays excepted. The time referred in this Article (24 hours) shall start over upon such rejections. When a worker quits a job of his own volition without good and sufficient cause, he shall be registered at the bottom of the appropriate list. A person discharged on two (2) consecutive instances shall be placed on the bottom of the appropriate out-of-work list.

The referral procedure as contained herein shall be followed, except that:

- c) The Contractor retains the right to reject any job applicant referred by the Union.
  - 1. Requests by Employer for key workers to work as general foremen shall be honored without regard to the requested worker's place on the out-of-work lists. General foremen hired under these provisions shall not be reduced to a lower classification and their employment as a general foreman shall not qualify them for a call-back under the rehire clause. To qualify as a general foreman under this Section, the employee must actually perform the duties of a general foreman.
  - 2. Requests for key workers to act as foreman. The Contractor shall call the Union giving a description of the type of work and other qualifications needed for their specific

job. Foremen hired under these provisions shall not be reduced to a lower classification and their employment as a foreman shall not qualify them for call-back under the rehire clause. The minimum requirements to accept a foreman's call shall be:

- a.** Have a current first aid card recognized by the State of Alaska Department of Labor.
  - b.** Five (5) or more years' experience in the construction industry. Three (3) years of which, worked under the Alaska District Council of Laborers Agreement, or a foreman may be requested if previously employed by the Employer or a joint venture. All other foreman shall be hired in an open request to the Union hall.
  - c.** The responsibilities of the foreman or general foreman shall include, but not be limited to, having authority, in the interest of the Employer, to direct, promote, discharge, or discipline employees under his supervision, or through the use of independent judgment to recommend such action to management.
- e)** Request by the Employer for a particular person previously employed by the Employer or a joint venture of which the Employer was a member who has been laid off or terminated by the Employer or the joint venture within three (3) years previous to the request shall be honored, and a request for a particular worker who has been laid off or terminated more than three (3) years, but not more than five (5) years prior to the request, shall be honored to the extent that one person referred to the Employer by the Union from the out-of-work list shall be employed for every person so requested by name; further providing, that such person requested by name is a bona fide resident of the geographical jurisdiction of the Union as defined by this Agreement. This Section is clarified for the purpose of rehire to open call ratios as follows for Local 942 jurisdiction: The first eight (8) workers hired may be rehired as specified above in this paragraph; thereafter, all workers hired shall be on a one-for-one (1-for-1) basis, one (1) open call for each person called by name (rehired). Job stewards dispatched by the local Union shall not qualify for a call-back under the rehire clause.
- f)** Name requests for person with bona fide special skills will be honored from the "A" and "B" Lists. Unless approved by the Union, the name requested person must work in the designated classification. "Open call" requests for workers with special skills and abilities will be dispatched in the order in which their names appear on the out-of-work list. Such a decision of the dispatching agent in referring registrants is appealable to the Joint Hiring Committee as herein provided. Special skills are defined as follows:
  - 1. Asbestos
  - 2. Asphalt Raker
  - 3. Concrete Vibratorman
  - 4. Concrete Specialist

5. Driller
6. Formbuilder
7. Gradechecker
8. Hazardous Waste
9. Hod Carrier
10. Industrial Coating Specialist
11. Insulator
12. Miner
13. Pipelayer (includes culvert and multi-plate)
14. Powderman
15. Scaffold Building & Erecting
16. Sheetmetal Worker
17. Traffic Worksite Supervisor
18. Such other classifications that may be established by the Joint Hiring Committees



**JACOB HOWDESHELL**  
President

**LABORERS' INTERNATIONAL UNION**  
**of NORTH AMERICA**  
**LOCAL 942**

2740 DAVIS RD., FAIRBANKS, ALASKA 99709, (907) 456-4584  
722 W. 9th ST., JUNEAU, ALASKA 99801, (907) 586-2860  
FAIRBANKS FAX (907) 452-6285  
JUNEAU FAX (907) 586-5757



**SCOTT EICKHOLT**  
Business Manager  
Secretary-Treasurer

June 16<sup>th</sup>, 2022

**RE:** North Slope Wage and Fringes Effective July 4<sup>th</sup>, 2022

<b>Journeyman Classification</b>	<b>Maintenance</b>	<b>Construction</b>
Group I	24.98	30.20
Group II	25.99	31.34
Group III	26.88	32.33
Group IIIA	30.09	35.94
Laborer Foreman	32.92	39.13
Powder Foreman & Drill Foreman	33.76	40.06
General Foreman	34.59	41.00

<b>Apprentice Classification</b>	<b>Maintenance</b>	<b>Construction</b>
Apprentice I	20.73	25.07
Apprentice II	21.98	26.58
Apprentice III	23.23	28.09
Apprentice IV	24.48	29.60

<b>Fringe Benefit Contribution</b>	<b>Laborer</b>	<b>App</b>	<b>Laborer</b>	<b>App</b>
Health & Welfare	8.20	8.20	8.40	8.40
Pension	10.27	8.77	10.79	9.29
Rehabilitation Plan	3.87	3.87	4.00	4.00
Pension Transition Benefit	0.37	0.37	0.41	0.41
Training	1.35	2.85	1.35	2.85
Legal	0.20	0.20	0.20	0.20
Fairbanks Pipeline Training Center	0.15	0.15	0.15	0.15
<u>LECET</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>
	24.46	24.46	25.35	25.35

**Dues Check-off**

Deduct Working Dues 3% of Gross Wages  
Northwest Organizing \$0.30 per compensable hour

**ALPEC Fund**

Upon Proper written authorization, the Employer agrees to deduct ten (0.10) per compensable hour from wages of those employees who voluntarily authorize such deductions to Laborers Local 942 ALPEC Committee.

**MEMORANDUM OF UNDERSTANDING**  
**NSCA-APJCC**  
**MAINTENANCE & CONSTRUCTION LABOR**  
**AGREEMENT**

**Clarification to ARTICLE XIV, Section 1 and SECTION 13F**

**MOU UNDERSTANDINGS:**

This MOU supplements the parties January 3, 2011, to June 30, 2014, NSCA - APJCC Maintenance & Construction Labor Agreement, Article XIV, Section 1 and Section 13F, in regards to employee readiness requirements and pay during the time between dispatch and initial mobilization to the Job Site.

Any disputes involving interpretation or application of this MOU will be resolved in accordance with the grievance arbitration provisions of the January 3, 2011, to June 30, 2014 NSCA - APJCC Maintenance & Construction Labor Agreement.

**IT IS HEREBY AGREED:**

The Contractor will make an earnest effort to avoid the necessity of employees waiting at the point of hire prior to transport to the job site. If employees, through no fault of their own, are forced into a position of standby awaiting transportation for mobilization from Alaska point of hire to job site, for eight (8) hours or more, they shall be entitled to eight (8) hours pay at the straight time rate for each 24 hour waiting period, up to a total of 40 hours paid/week, excluding weekends, which constitutes the Standby Time Guarantee, (STG). The STG is defined as up to 8 straight time hours/24 hour period Monday through Friday, (weekends expressly excluded)

After dispatch of the employee(s) from their respective Union Hall(s), this provision shall become effective on the 15th calendar day (Saturday and Sunday excluded from the 15 day count). This provision shall not apply should employee(s) be forced into a position of standby awaiting transportation due to airline flight cancellations. Also, this provision shall not apply should Union hall(s) and Contractor(s) agree to waive same for certain individuals when Union hall(s) has difficulty with filling dispatch requests beyond the 48 hours allowed in the Agreement.

If the Contractor is unable to transport or mobilize employee(s) on the date the provision become effective and is unwilling to pay the Standby Time Guarantee, the Contractor agrees to lay-off the employee(s) with an eligible for rehire and eligible for Contractor to name request status.

*Signature Sheets Attached*

**NORTH SLOPE CONTRACTORS ASSOCIATION**

**THE NORTH SLOPE CONTRACTORS ASSOCIATION**

\_\_\_\_\_  
By: Warren Christian  
Its: President

Date: \_\_\_\_\_

**ASRC ENERGY SERVICES- HOUSTON CONTRACTING COMPANY, INC**

\_\_\_\_\_  
By: Greg Campbell  
Its: President

Date: \_\_\_\_\_

**PRICE GREGORY INTERNATIONAL, INC.**

\_\_\_\_\_  
By: Ken Yockey, P.E.  
Its: Vice President – Oil & Gas

Date: \_\_\_\_\_


**DOYON ASSOCIATED, LLC**

\_\_\_\_\_  
By: Warren Christian  
Its: President


Date: \_\_\_\_\_

**FOR THE ALASKA PETROLEUM JOINT CRAFT COUNCIL**


**THE ALASKA PETROLEUM JOINT CRAFT COUNCIL**

By:   
James McMillon (Jul 25, 2022 14:16 AKDT)  
James McMillon  
Secretary-Treasurer

**LABORERS INTERNATIONAL UNION OF NORTH AMERICA,  
ALASKA DISTRICT COUNCIL OF LABORERS, LOCAL 942**

By:   
Jacob Howdeshell (Jul 26, 2022 10:26 AKDT)  
Jacob Howdeshell  
Business Manager

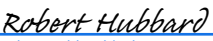
**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
AFL-CIO LOCAL 302**

By:   
Lake Williams  
District Representative

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 959  
AND TECHNICAL ENGINEERS LOCAL 959 STATE OF ALASKA**

By: \_\_\_\_\_  
Gary Dixon  
Secretary-Treasurer

**UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES  
OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA, LOCAL 375**

By:   
Robert Hubbard (Jul 25, 2022 16:12 AKDT)  
Bob Hubbard  
Business Manager