

TRANS ALASKA PIPELINE MAINTENANCE AND CONSTRUCTION AGREEMENT

Schedule A's Included

January 1, 2025 – December 31, 2028

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TRANS ALASKA PIPELINE
MAINTENANCE AND CONSTRUCTION AGREEMENT

**PREAMBLE TO TAPS
MAINTENANCE AND CONSTRUCTION
LABOR AGREEMENT**

AGREEMENT made by and between the TRANS ALASKA PIPELINE SYSTEM MAINTENANCE CONTRACTOR'S ASSOCIATION, on behalf of the member Companies signatory hereto, (hereinafter referred to as the Contractor) and the ALASKA PETROLEUM JOINT CRAFTS COUNCIL, (hereinafter referred to as the Council). The parties hereto have mutually agreed as follows:

**ARTICLE I
EFFECT OF OTHER AGREEMENTS**

Section 1. The provisions of the Agreement, including attached Schedule A's to be agreed upon between the Contractor and each of the Unions comprising the Council, shall apply to the work performed by the Contractor on the Trans Alaska Pipeline System in Alaska, notwithstanding provisions of Local or National Union Agreements which may conflict or vary with the terms of this Agreement.

**ARTICLE II
SCOPE OF WORK**

Section 1. This Agreement shall apply to and cover all maintenance, new construction, and demolition work on the pipeline, pumping stations, and the Valdez Marine Terminal, and all associated support work assigned to and performed by the Contractor on the Trans Alaska Pipeline System.

**ARTICLE III
MANAGEMENT RIGHTS**

Section 1. Except as specifically restricted by this Agreement, the Contractor retains full and exclusive authority for the management of this operation.

Section 2. There shall be no limitation 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 other labor-saving devices. Piping and other materials which are prefabricated by pipefitters and welders and procured by the Contractor at the direction of the Owner for inclusion in the construction project shall bear the seal of the Pipefitters Union. The on-site installation or application of items shall be performed by the Craft customarily having jurisdiction over such work. 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 construction 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.

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Section 3. The Contractor shall promulgate and post rules and regulations governing safety and the performance of work and conduct of employees at the camp and worksite. A copy of all such rules and regulations shall be furnished to all employees and the Union. Failure to observe these rules and regulations by any employee shall be grounds for discipline, including discharge. Where a dispute over the enforcement of these rules is submitted to arbitration, the reasonableness of the rule itself, as well as the reasonableness of its application may be submitted to the Arbitrator.

**ARTICLE IV
PURPOSE OF AGREEMENT**

Section 1. The Council representing collective bargaining employees of the Contractor and the Contractor desire to establish and maintain through harmonious cooperation, a standard of conditions and procedures to provide for orderly, collective bargaining relations, prompt and equitable disposition of grievances and fair wages, hours, and working conditions for the employees covered by this Agreement.

**ARTICLE V
RECOGNITION OF RIGHTS**

Section 1. The Contractor recognizes the Council as the sole and exclusive Collective Bargaining Representative, with respect to rates of pay, wages, hours, and other conditions of employment for all employees hired to perform the scope of work described in Article II of this Agreement for the Contractor on the Trans Alaska Pipeline System, except for (a) clerical and (b) all supervisors, as defined in Section 2(11) of the National Labor Relations Act, as amended.

Section 2. The Council shall be the only Collective Bargaining Representative recognized by the Contractor under the terms of this Agreement. It is understood and agreed that the Local Unions making up the Council shall have no individual rights or authority in connection with the Contractor-Union relationships arising out of the terms of this Agreement, except as provided in Article XVII.

**ARTICLE VI
UNION SECURITY**

Section 1. All employees covered by this Agreement shall be required, as a condition of continued employment, to apply for and have the required skills to become members of, and to maintain membership in the respective Unions of the Council within thirty-one (31) days following the beginning of their employment or the effective date of the Agreement, whichever is later.

Section 2. All requests to discharge an employee for failure to obtain or maintain membership shall be in writing. The Unions which comprise the Council 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 and to hold the Contractor harmless.

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**ARTICLE VII
UNION RESPONSIBILITY**

Section 1. The Unions through the Council agree that this Agreement is binding on each and every employee covered by this Agreement and that the employees, individually and collectively, accept full responsibility for carrying out all the provisions of this Agreement.

Section 2. The Council agrees that it will actively combat absenteeism and other practices which may hamper the Contractor operation, and that it will support the Contractor in its effort to eliminate waste and inefficiency, to improve the quality of workmanship, and to promote goodwill between the Contractor and its employees.

**ARTICLE VIII
SUBCONTRACTING**

Section 1. Except as provided in Sections 2, 3, 4, 5, and 6, below, the Employer agrees not to subcontract any work covered by the terms of this Agreement to any subcontractor unless said subcontractor agrees in writing to perform said work subject to all terms and conditions of this Agreement. Prime contractors shall assure that subcontractors engaged to perform work under the terms of this Agreement shall become signatory to this Agreement prior to performing said work. The Union agrees to allow a subcontractor to be bound by the terms of this Agreement on that work performed for an Employer on this Project without binding the subcontractor to any other Agreement or bargaining relationship for any other work for the same or any other Employer. It is the intent of the parties that the exceptions provided for above regarding Sections 2, 3, 4, 5, and 6 cover, primarily, work in specialties not under the normal jurisdiction of the Council.

Section 2. Whenever the Employer is obligated to satisfy DBE-WBE recruiting requirements, the Union and the Employer mutually agree to waive this provision prior to commencement of the work in the event an Employer and Union are unable to find a qualified competitive union minority subcontractor.

Section 3. When potential union subcontractors are not available to perform the work and/or where the general contractor receives no competitive union bids, this provision is fully waived.

Section 4. As part of the above process, the Employer will notify the appropriate Union(s) of his intention to subcontract certain work prior to being bid and the Union will endeavor to locate suitable competitive DBE or WBE union subcontractors to bid for the work.

Section 5. When possible, the Employer will notify the Council of its intention to subcontract certain work prior to being bid and the Council will endeavor to locate suitable competitive union sub-contractors.

Section 6. When work is performed on site pursuant to the terms of a warranty or new equipment start-up and check-out procedures, factory or manufacturers' representatives may supervise, train or assist with work on equipment or machinery.

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ARTICLE IX
CONDUCT OF UNION AFFAIRS, COLLECTION OF UNION DUES,
FEES OR ASSESSMENTS, UNION RESPONSIBILITY

Section 1. The Unions which comprise the Council shall assume all obligations and responsibility for the collection of any Union dues, fees or assessments.

Section 2. The Contractor will deduct membership dues or working dues in the amount designated by a particular Union, provided that the employee has 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 15th day of each month following the month of accrual. In the event that such dues monies are not submitted in a timely manner as set forth in this Agreement, liquidated damages shall be assessed.

Section 3. Neither the Unions which comprise the Council, nor its members, shall solicit membership on Contractor time or conduct on Contractor time any Union activity other than the handling of grievances or the legitimate conduct of Union Business in the administration of the Agreement in the manner and to the extent provided by the terms of this Agreement. Any employee or employees who violate this Section of this Agreement shall be subject to disciplinary action by the Contractor.

Section 4. A working steward may be appointed to represent each Craft where its members are employed at various work locations. The Contractor shall be notified in writing of the name(s) of the appointed steward or stewards and only such stewards will be accorded recognition by the Contractor. Each job steward shall be the last man terminated, provided he is qualified to perform the last work available on the job.

Every steward shall be on the job and working each day of operation.

The designated Union Representative shall be notified by the Contractor twenty-four (24) hours prior to any layoff or any disciplinary action taken against a job steward, except in the case of discharge for cause. For the purpose of this provision, discharge of a steward for cause shall include incompetence, non-excused absenteeism, disobedience of orders, violation of Company policy and Owner's rules and regulations.

Where a job steward, for some unanticipated reason, does not show up for work on a particular day, the superintendent shall notify the Local Union Office of the steward's absence.

Alleged abuses may be referred to the standing committee.

Section 5. The Union(s) shall retain the right to discipline its members at all times.

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**ARTICLE X
ACCESS TO COMPANY PROPERTY**

Section 1. Authorized representatives of the Union(s) which comprise the Council shall have access to all work areas covered by this Agreement at all times, provided that the prescribed security and safety regulations are observed and that normal operations are not obstructed or hampered.

Section 2. It is further agreed and understood that room and board shall be furnished at no cost to all authorized Union Representatives when requested whenever reasonable notification has been given to the Contractor so arrangements for accommodations can be made.

Section 3. The Union Representatives shall have the right to examine all records pertaining to the employees covered by this Agreement to arbitrate disputes or for cause.

**ARTICLE XI
EQUAL APPLICATION OF THIS AGREEMENT**

Section 1. Both parties, having entered into this Agreement in good faith, hereby mutually agree that there shall be no discrimination of any kind on account of race, color, creed, age, sex, or national origin, and the parties hereto declare that their party's policies in this regard are consistent with Executive Order 11246, as amended, and the Civil Rights Act.

Section 2. Any term in this Agreement pertaining to gender shall mean both genders (Male-Female).

**ARTICLE XII
NO STRIKE - LOCKOUT**

Section 1. The Council and the Unions, their members, officers, agents, employees and representatives agree that they will not authorize, instigate, aid, condone or engage in any strike (including jurisdictional strikes) sit down, slowdown, work stoppage, honor any picket line at the Contractor's premises or worksite, or take any other action which will interrupt or interfere with the operation of the Contractor for any reason whatsoever, including, but not limited to, a sympathy strike in support of another Union, another Local or the same Union or members of the same Local. Nothing in this Section shall be construed to prohibit employees of the Contractor not covered by this Agreement from refusing to work, or to prevent the Union from engaging in informational picketing on their behalf, in furtherance of a lawful primary dispute; provided, however, that such strike or picketing may effect only the work of, and those employer operations directly dependent upon, the work of the striking employees and will not otherwise disrupt or interfere with the employees covered by, or the work performed under, this Agreement.

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Section 2. If any of the actions in Section 1 above occur, the Unions agree to use all means to prevent the conduct and continuance of such action, to instruct the employees covered by this Agreement to return to work immediately; to take prompt and adequate action to discipline the employees or Union Representatives who aid, abet or participate in such action.

Section 3. In the event an employee or employees engage in the prohibited conduct referred to above, the Contractor shall have the right to layoff, discharge or otherwise discipline the employee or employees who engage in a breach of this Section as it deems proper.

Section 4. There shall be no lockout on the part of the Contractor.

Section 5. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under the law in the event of a violation of this Article. However, it must be understood the implicit interpretation is that the President of the Council will immediately instruct, order and use the best efforts of this office to cause the Local Union to cease any violation of this Article and that if the Council complies with this obligation, it shall not be liable for any unauthorized acts of a Local Union signatory to this Agreement. Instructions and orders referred to in this Section will be confirmed in writing and copies will be furnished by the President of the Council to the Contractor involved.

Section 6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of Sections 1, 2 or 4 above is alleged:

- (1) The party invoking this procedure shall notify the corresponding party to this Agreement and the two parties shall jointly and immediately select an arbitrator by the striking method and notice to the Arbitrator shall be by the most expeditious means available, with notice by certified letter to the party alleged to be in violation and the involved International Union President.
- (2) Upon receipt of said notice, the Arbitrator named above or his alternate, shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- (3) The Arbitrator shall notify the parties by certified letter of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
- (4) The sole issue at the hearing shall be whether or not a violation of Sections 1, 2 or 4 has, in fact, occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. Further, at such hearing, the Arbitrator may consider only the dispute described in the notices issued under 6(1). The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The Arbitrator may order cessation of the violation of this

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Article and other appropriate relief, but such relief shall be limited to obtaining present compliance with this Article with regard to the specific dispute at issue. Such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under 6(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

(7) The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the party or parties' respondent.

Section 7. The procedures contained in Section 6 shall be applicable only to alleged violations of Sections 1, 2, or 4 of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violations of this Article, shall be resolved under the Grievance Arbitration procedures of Article XVII.

ARTICLE XIII WORK ASSIGNMENTS

Section 1. The Signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement; and to make available to the Owner the skills and expertise the Council has to offer.

Section 2. The composition and size of each crew at any time shall be determined solely by the Contractor. There shall be no limitation or restriction on the amount of work or variety of work an employee shall perform during a work shift or the pieces of equipment that one employee can operate.

Section 3. Baseline Work. It is agreed that work will be assigned in accordance with Craft jurisdiction, including a recognition of jurisdictional distinctions made between pipeline and building construction as implemented during construction of the T.A.P.S. Project. Baseline work conditions do not always permit work to be performed on the basis of strict Craft lines. In such circumstances, it is understood that to promote maximum efficiency, the composite crew concept may be used at each work location, but composite crews may be used only

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where the nature of the work calls for it and the differences in practice between pipeline and building construction utilization of the composite crews will be recognized.

It is further agreed that for a Union to be represented on a composite crew, said Union must have work and the composite crew 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. It is agreed the composite crew concept will not be used for mainline pipe replacement or for other construction projects. Periodic review of such work assignments shall be made for purposes of adjusting such assignments, as appropriate, to take care of changing needs.

Section 4. Project Work. It is agreed that work will be assigned in accordance with Craft jurisdiction, including a recognition of jurisdictional distinctions made between pipeline and building construction as implemented during construction of the T.A.P.S. Project. Project work conditions do not always permit work to be performed on the basis of strict Craft lines. The Contractor may assign an employee to perform work normally performed by another Craft on a temporary basis for minimal scope work. However, such instances will not be considered as a work assignment or establish a precedent. It is understood that in a "minimal scope" situation, an employee may be assigned work of another Craft for a period not to exceed three (3) consecutive shifts in one (1) calendar month. Any additional requisitions will be made, again, based on Craft jurisdiction. There is no intent on the Contractor's part to differentiate between construction projects and project work.

Section 5. The Unions shall impose no restriction against the use of any type of equipment, machinery, tools, or labor-saving devices.

Section 6. A standing committee composed of two (2) members of the Maintenance Contractors Association and two (2) members of the Alaska Petroleum Joint Crafts Council will be established to review and attempt to resolve any problems or grievances. This standing committee will convene at the request of either party to this Agreement as soon as practicable, but not to exceed seven (7) calendar days, unless agreed to by both parties. The standing committee Rules and Operating Procedures are as agreed in the most recent joint APJCC and TAPS MCA side letter of agreement.

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; provided, the award or resolution is not a restatement of prior standing committee findings. If it is determined that an adjustment in wages is appropriate, such adjustment shall be applied retroactively to the date of occurrence, provided such date is not more than the sixty (60) days prior to the date upon which the complaint was presented.

Section 7. The Unions involved agree that upon request, International Representatives shall be assigned without delay and attempt a project settlement in the event of question on assignments.

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The Contractor agrees that it shall abide by such agreements reached by and with International Union Representatives.

The Unions agree that failing to reach a project decision, there shall be submitted a joint statement of facts and request the respective General President(s)' assistance in resolving said dispute.

If after forty-eight (48) hours the General President(s) are unable to solve the dispute, it will be submitted to a permanent, impartial Umpire. The decision of the Umpire will be issued within seven (7) days of the hearing on the dispute.

Section 8. Any award or resolution made in accordance with Sections 6 or 7 shall be final and binding on the disputing Unions and the involved Contractor(s) on this Project only. Such award or resolution shall not establish a precedent on other construction work not covered by this Agreement.

Section 9. Pre-Job Conferences. It is understood that the Contractor will inform the Unions upon the award of project work via a competitive bid process or a sole source type award and arrange a pre-job conference with the Unions prior to the commencement of their work. Additionally, maintenance contractors, who perform work on longer contracts and according to task work orders, agree to meet quarterly with the Union in pre-job conference. 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 the 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 XIV
HIRING PRACTICES**

Section 1. The Contractor agrees to exclusively abide by the provisions of the Hiring Hall Procedures attached hereto as Schedule A.

The Contractor retains the right to reject any job applicant referred by the Union based on the applicant's qualifications or unsatisfactory past work performance. The Contractor will not be obliged to pay or reimburse any applicant which it rejects at the point of hire (Anchorage or Fairbanks), provided that if he is rejected after he is transported to the work place, he shall be paid four (4) hours pay at the appropriate straight-time rate and provided with transportation to his point-of-hire. The reason for rejection, based on the applicant's qualifications or unsatisfactory past work performance, shall be stated in writing to the employee with a copy to the Union.

Individual employees will bear the financial responsibility for acquiring the Transportation Worker Identification Credential (TWIC) card. Not having a current TWIC card is a cause for rejection of any job applicant for locations where TWIC cards are required.

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Section 2. In the event that any Union is unable to fill any job requisitions for applicants within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, the Contractor may employ applicants from any other available source.

Section 3. Employees may be moved by the Contractor from one job location to another job location of the same Company within the geographical jurisdiction of the Union without requiring another dispatch. Excepting, a Union shop steward may not be moved without Union approval unless all the members of the crew are moved with the steward.

The involved Contractor and Union will make an earnest effort in the placement of job steward(s) when requested in writing by the Union.

Any dispute in the above shall be resolved by the Project Manager of the involved Contractor and appropriate Union Business Manager, or his designee. If no agreement is reached, it shall be submitted to the standing committee.

Section 4. 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 lack thereof.

Section 5. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, shall be in conformance with each of the local Union's apprenticeship standards. Apprentices shall receive the appropriate percentage of the journeyman rate in this Agreement. (See Schedule A). Apprentice to Journeyworker utilization for each craft shall endeavor to maintain 20% (1:4).

Section 6. The selection and number of Craft foremen shall be the exclusive responsibility of the Contractor. Foremen shall be members of one of the Crafts comprising the Council and shall have their fringe benefit contribution(s) made on their behalf to the appropriate Trusts.

Section 7. In emergency situations, the Unions will attempt to provide qualified workmen at all times when requested by the Contractor.

Section 8. The Unions recognize Section 29 of the Right-of-Way Agreement and will assist the designated Contractors in meeting the goals set forth in the Alaska Native Utilization Agreement between Alyeska Pipeline Service Company and the Department of the Interior, United States of America, and agreed to by the Alaska Federation of Natives. The goals of Section 29 are measured in terms of employment, training, and educational opportunities for Alaskan Natives. The Local Unions will vigorously effect adjustments to their dispatch procedures to meet these Section 29 goals.

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**ARTICLE XV
TERMINATION**

Section 1. Termination slips shall be provided to the employee and the Union(s) stating the specific reason for termination or layoff. The Contractor retains the right to discharge an employee for just cause. For the purpose of this provision, discharge for just cause shall include, but not be limited to, incompetence, non-excused absenteeism, disobedience of orders, or unsatisfactory performance of duties. The Contractor specifically agrees that the authorized Union Representative shall be entitled to come upon its premises to discuss any discharge by the Contractor of any employee coming under the terms of this Agreement.

**ARTICLE XVI
TRANSPORTATION AND TRAVEL**

Section 1. The Contractor will provide transportation from the point-of-hire (Anchorage or Fairbanks) to the job site for all newly hired employees, from job site to job site, and from job site to the point-of-hire for all employees laid off or terminated for Contractor's convenience or for cause. If an employee voluntarily terminates his employment, the Contractor will provide the next available transportation to the point-of-hire. When employees are transported in aircraft, such shall be operated, maintained and have a certificate of airworthiness and the pilot shall be licensed and certified, all in accordance with applicable laws and regulations.

When not an impact to the project schedule, an employee may be allowed to drive a personal vehicle from point-of-hire to the job site and return. In that case the employee shall be reimbursed at the rate of the current federal IRS reimbursement standard, but in no case will that reimbursement amount be greater than the cost of airfare, should it have been provided, from the point of hire and return.

Section 2. Employees who are provided transportation shall receive no compensation for travel from the point-of-hire to the job site and from the job site to the point-of-hire, provided the total travel time does not exceed four (4) hours for points south of the Yukon River and eight (8) hours for points north of the Yukon River. Such travel pay shall not exceed eight (8) hours out of each twenty-four (24) hour period. Employees who are allowed to drive personal vehicles shall receive no compensation for travel from the point of hire to the job site and from the job site to the point of hire. 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.

Employees shall be considered on camp status for all locations, except for residents from the following areas: Valdez, Glennallen, Delta Junction, Pump Stations No. 8 and 9. Under no circumstances will Fairbanks be considered on camp status. Existing local Union members who qualify as local residents, as described in the appropriate attached Union's Schedule A, shall be given first chance at all open calls at the aforementioned locations, except Fairbanks.

Section 3. Transportation and Allowance for Personally-Owned Vehicle. Employees assigned to work locations outside a twenty-five (25) mile radius from Fairbanks, Delta, Glennallen, and Valdez, and no room and board facilities are provided, shall receive

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twenty-five dollars (\$25.00) per day. It being understood that whenever practical, employees traveling to work locations other than their regularly assigned work station shall report to a designated pickup point located conveniently in the above-mentioned cities. Under this provision, the regular travel time clause would apply and the employee shall have no claim to a transportation allowance payment.

Section 4. Transportation costs for tools plus a maximum of one hundred fifty (150) pounds of personal effects from the Alaska point-of-hire to the camp and return, shall be paid by the Contractor. Employees who are allowed to drive personal vehicles shall be responsible for the transportation of their personal effects; unless the employee is laid-off or terminated on their R&R the contractor shall return personal effects to the Alaska point-of-hire.

The Contractor agrees to pay the cost of transporting employee's tools from the point-of-hire to job site and upon the employee's termination back to the point-of-hire when the employee is required by the Contractor to provide the tools. Tools will accompany the employee on the same employee carrier, when possible. At no time shall an employee incur the cost of transportation of such tools and effects.

When an employee who provides his own tools returns to the point-of-hire and his tools are delayed by more than twenty-four (24) hours in returning to the point-of-hire, the employee shall receive standby time up to eight (8) hours per day (excluding Saturdays, Sundays, and holidays) at the straight-time rate until his tools arrive at the point-of-hire. The Contractors 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 goes into effect.

Section 5. Employees will be paid for travel time from the scheduled reporting time at their designated assembly point to the work location for all time in excess of one-half (1/2) hour. Employees will be paid for return travel from the location to the designated assembly point for all such travel time in excess of one-half (1/2) hour. Designated assembly points, other than camps or pump stations, shall be mutually agreed upon by the Contractor and the Unions. Employees residing at their personal residence shall have a mutually agreed upon assembly point to which the language of this Section shall apply. If, under this provision, return travel pay is due, such travel time shall not constitute a part of the regularly schedule workday.

Section 6. No compensation shall be paid to employees forced to interrupt travel to and from the worksite because of weather or airline schedules not permitting pickup by surface transportation to the appropriate campsite or pump station. Such employees, however, shall be provided with board and lodging at no cost to the employee. The employee will resume travel status when transportation is available, and travel is resumed.

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**ARTICLE XVII
GRIEVANCE PROCEDURES**

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:

Section 1. Presentation of Grievances. All discharge, suspension, and layoff grievances shall be presented within ten (10) working 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) 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 superintendent or his authorized representative.

(b) If after seven (7) 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 fourteen (14) days, the matter shall be reduced to writing and submitted to the Union Representative, the Contractor and the standing committee.

A standing committee composed of two (2) members of the TAPS MCA and two (2) members of the APJCC 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. The Standing Committee Rules and Operating Procedures are as agreed in the most recent joint APJCC and TAPS MCA side letter of agreement.

However, in the case of discharge, suspension, and layoff grievances, 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 ten (10) days thereafter.

Section 2. Any decision or resolution made pursuant to Step Three or Step Four above 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

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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) days prior to the date upon which the complaint was presented, in which case sixty (60) days is the maximum duration allowed for any retroactive pay.

Section 3. 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.

Section 4. 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.

Section 5. Arbitration Rules and Operating Guidelines. Grievances and/or disputes shall be based upon the original written grievance/dispute submitted in the Grievance Procedure unless otherwise mutually agreed upon. 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 30 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 Services, JAMS, or AAA. The involved Union(s) and the involved Contractor shall use the striking method to select the Arbitrator. Each party shall bear expenses incurred in presenting its own case. The costs, if any, of the Arbitrator shall be borne equally 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 this Agreement, and that as a result thereof there 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 XVIII
OVERTIME**

Section 1. If the Contractor determines that overtime is necessary, employees shall be required to work overtime. Overtime will be assigned by the Contractor to those employees who it believes can most efficiently and practically perform the work. The Contractor will make every effort to equitably assign overtime to the qualified members of each Craft with a crew.

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Section 2. 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. All work performed on recognized holidays shall be paid at two (2) times the straight time rate of pay.

Section 3. If a rest period of six (6) hours is not granted after an employee has completed his shift, all hours worked by the employee, when required by the Contractor, will be continued at the appropriate overtime rate.

When an employee is moved from one shift to another, he or she shall be allowed a minimum of six (6) consecutive hours off duty before he or she is required to begin work on the new shift. An employee not having a six (6) hour break between new shifts shall be paid the overtime rate until such time as he or she receives a six (6) hour break.

Section 4. Meal Period. The Contractor will schedule a meal period 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). The Contractor shall make an earnest effort not to work employees six (6) hours without a meal period. If the Contractor finds it necessary to work employees beyond six (6) hours without a meal period, 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.

Section 5. Overtime and premium pay shall not be pyramided.

**ARTICLE XIX
ILLNESS OR INJURY**

Section 1. Medical Service, Evacuation Transportation and Hospitalization. While an employee is stationed at a site of work where hospital services are required, in the opinion of the Contractor, beyond the capabilities of the local facilities, the Contractor shall provide evacuation transportation for the ill or injured employee to the nearest, appropriate hospital.

**ARTICLE XX
WORKERS' COMPENSATION**

Section 1. Workers' Compensation coverage will be provided for all employees covered by this Agreement in accordance with applicable law.

**ARTICLE XXI
SAFETY & HEALTH**

Section 1. The parties of this Agreement recognize the desirability of reducing to a minimum accidents or injuries arising out of employment. Weekly, the Contractor will schedule

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thirty (30) minute safety meetings on Contractor time. The safety meetings will either be held at the employee's regularly assigned work areas or their reporting areas. The Contractor agrees to comply with all state and federal safety regulations. Union Safety Representatives will not be denied access to the worksite, subject to the provisions of Article X. No employee may be required to work in circumstances which place him in imminent danger of physical harm or injury, except that he may not make any such claim as a pretext for refusing to carry out a work assignment or engaging in concerted activity in violation of Article XII of the Agreement.

Section 2. The Contractor shall notify the Union immediately of all OSHA recordable incidents involving its members and shall furnish the Union concerned with a copy of the Contractor's accident report when completed. The Union business agent or business manager agrees to engage its efforts and support in concert with the Contractor in regard to any subsequent analysis and/or corrective actions that are undertaken. The Unions and Contractors have agreed to the goal of developing a safe workforce that can finish the work shift where "nobody gets hurt" and develop a worksite that protects the environment and maintains the integrity of the Trans Alaska Oil Pipeline.

Section 3. Zero Tolerance Policy. The Alaska Petroleum Joints Crafts Council (APJCC) and the Trans-Alaska Pipeline Maintenance Contractors Association (TAPS MCA) are committed to ensuring workplace safety.

The APJCC and TAPS MCA hereby affirm and clarify its "zero tolerance policy" regarding workplace violence, illegal drugs, and alcohol at any job site location or entrances to TAPS work sites. Any craft or staff employee found to be in violation of the "zero tolerance policy" shall be terminated immediately and shall be ineligible for employment on all TAPS projects for a period of no less than one year from their official date of termination. Before an ineligible employee will be eligible to re-enter the TAPS work force, they must appear before a board comprised of two (2) APJCC representatives and two (2) TAPS contractor representatives. The appointments of the hearing board shall be made by the presidents of the respective associations. In order to petition the board for a reinstatement hearing the ineligible employee shall submit, through their APJCC representative, evidence showing that they have completed all the necessary certified counseling and treatment programs required by the board and/or DOT. Counseling and treatment programs are the sole responsibility of the ineligible employee and shall be paid at their own expense, examples of such programs include, but are not limited to:

- A substance abuse program (SAP),
- Alcoholics Anonymous (AA), and
- Anger Management programs.

Furthermore, a reinstatement hearing shall only be granted if the petitioner has signed the appropriate release form(s), which will provide the board the opportunity to contact the appropriate program administrators in order to verify the content and completion of the necessary programs. After the petitioner has appeared before the board, the board will rule on whether to approve or deny the petitioner's reinstatement request. If the board denies a reinstatement request the board shall provide an explanation for their decision. A petitioner

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may request a reinstatement hearing once per calendar year, and the board's ruling shall be at its sole and absolute discretion and shall not be subject to additional review.

The APJCC and TAPS MCA agree that violations under this Article, and the determination of the hearing board will be shared as long as the sharing of such information complies with applicable State and Federal statutes.

Section 4. To conform to the Client's contract requirements, the parties adopt the following background review process:

(1) 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.

(2) The Contractor may or may not, at its discretion, reject such employees or applicants from employment for:

A. 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.

B. Driving offenses in the past seven (7) years which it is determined by the Contractor will impact work performance.

Such determination in 2A and 2B 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.

(3) Once applicants/employees have submitted to such background checks, they will not be rechecked by the same employer if re-employed within a six (6) month period.

(4) 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.

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(5) 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.

(6) 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.

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

Section 5. Conduct.

(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 violation of safety laws, rules, or regulations. Safety meetings will be scheduled and conducted weekly 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 XVII exclusively.

(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 XII.

(5) The Contractor may require that potential employees pass a pre-hire physical examination, respiratory fitness test, drug, and/or alcohol screening tests as a condition of employment. Any such physical exam, respiratory fitness test, or drug/alcohol screening shall be paid for by the Contractor, with no wage liability to the applicant for time spent testing.

(6) It is agreed to make safety and improved production a number one priority and to participate in a safety incentive program.

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Section 6. Hazwoper.

(1) For covered positions, a Hazwoper certification for First Responder Operations (eight [8] hours training) shall be a condition of employment. The Contractor shall not be responsible for the cost of this training. To further clarify:

- (A) The Unions are to provide trained candidates, Hazwoper certified.
- (B) The Contractors understand that the client is developing a refresher course for the 8-hour Hazwoper certification.
- (C) Once Client turns the course over to the Contractors, the Contractors will make the refresher course available to its employees.
- (D) Employees are responsible for keeping their certification current.
- (E) If re-certification training is made available after regular working hours or while an employee is on R&R, the employee will not be compensated for his time.
- (F) The employee will not have to pay to take the re-certification course offered through the Contractor.
- (G) If the employee's certification expires while he is working, the employee will not be terminated for that reason alone. However, the employee must be re-certified in order to return to work from R&R.

Section 7. Drug and Alcohol Testing.

(1) The Contractor will implement a drug and/or alcohol testing program for employees/applicants subject to:

- (A) The controlling regulations: Department of Transportation (DOT)/Office of the Secretary (OST) final rule and notice of conference, Procedures for Transportation Workplace Drug Testing Programs, (49 CFR Part 40); and Department of Transportation, Research and Special Program Administration, final rule, Control of Drug Use in Natural Gas, Liquefied Natural Gas and Hazardous Liquid Pipeline Operations (49 CFR Part 199).
- (B) The program shall be limited to the following types of drug testing:
 - (i) All employees of the Contractor involved in work coming within the scope of this Agreement at the time of implementation of the drug testing program, whether said employees are covered by this Agreement or not.
 - (ii) pre-employment testing,

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(iii) Random testing:

(a) Applies to all employees.

(b) During the first twelve (12) months, Contractors may phase in unannounced testing based on random selection. Contractors are permitted to start the program at a lower testing rate and work up to a fifty percent (50%) annualized rate by the time of the final collection in the first year of the program. The total number of random tests during the first twelve (12) months, however, would have to equal at least twenty-five percent (25%) of the employees.

(c) After the first year of implementation, the Contractor is required to maintain an annualized rate of fifty percent (50%) of the employees who are subject to the rule at the beginning of a calendar year.

(d) Contractors may develop a random selection procedure using a random number table or computer-based number generator that is matched with an employee's payroll identification number or any other identifying number. It may be necessary for an Employer to select a number of covered employees in excess of the actual number to meet the required percentage. Selection of a greater number of employees enables the Employer to reach the appropriate annualized rate despite unavailability for testing due to vacations, medical leave, or travel requirements.

The following is an example of the random process: If a Contractor has one thousand (1,000) covered employees, at a fifty percent (50%) annual rate, the Contractor is required to conduct five hundred (500) unannounced tests per year based on random selection. Under the phased approach, however, the Contractor may conduct only a few drug tests at the start of the program and then gradually increase the number of tests until, by the end of the first year at the last collection, the annualized rate of fifty percent (50%) is achieved. If a Contractor plan calls for random testing twelve (12) times a year, the Contractor will need to collect and test forty-two (42) urine specimens for analysis (500 divided by 12) on the last collection of the year, but may collect fewer specimens until then. Overall, the Contractor would have to collect and test at least two hundred fifty (250) specimens (twenty-five percent [25%]) for analysis during the first year. In following years, the Contractor is required to maintain the fifty percent (50%) annualized rate.

(iv) Post Accident Testing.

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(a) Part 199 requires Contractors to drug test employees whose performance either contributed to an accident or cannot be completely discounted as a contributing factor to the accident. The employee should be tested as soon as possible, but not later than thirty-two (32) hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be done as soon as possible.

(b) An "accident" on a hazardous liquid pipeline or system is defined as an occurrence in which there is a release of the hazardous liquid transported resulting in any of the following:

- (1) Explosion or fire not intentionally set by the Contractor,
- (2) Loss of fifty (50) or more barrels of liquid,
- (3) Escape to the atmosphere of more than five (5) barrels a day of highly volatile liquids,
- (4) Death of any person,
- (5) Bodily harm to any person resulting in one or more of the following:
 - (A) loss of consciousness,
 - (B) necessity to carry the person from the scene,
 - (C) necessity for medical treatment,
 - (D) disability which prevents the discharge of normal duties or the pursuit of normal activities beyond the day of the accident.

(c) The Contractor must take all reasonable steps to obtain a urine sample from an employee after an accident. In the case of a conscious, but hospitalized, employee, the Contractor should request the hospital or medical facility to obtain the sample and, if necessary, refer to the DOT drug testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the medical facility should collect the sample. If an employee who is subject to post-accident testing is conscious, able to urinate normally (in the opinion of a medical professional), and refuses to be tested, under 49 CFR ' 199.9 that person must be removed from duty as an "employee", as defined in 49 CFR ' 199.3.

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(v) Reasonable Cause Testing.

(a) Part 199 requires that a Contractor drug test an employee when there is reasonable cause to believe the employee is using a prohibited drug. A decision to test must be based on specific contemporaneous physical, behavioral, or performance indicators of probable drug use.

(b) In the case of Contractors with fifty-one (51) or more employees subject to drug testing, before an employee may be tested for reasonable cause, two of the employees' supervisors must substantiate and concur in the decision to test. At least one of the two supervisors must have received EAP training for detecting symptoms of drug use. Any supervisor of the employee may substantiate and concur in a decision to test, even though that supervisor has not observed behavior of the employee indicating drug use. The two supervisors may concur by phone. In situations where only one supervisor is present at a job site, operators may, at their discretion, require another supervisor to travel to the job site.

(c) In the case of Contractors with fifty (50) or fewer covered employees, only one supervisor of the employee must substantiate the decision to test. This supervisor must be EAP trained in drug use symptoms.

(d) Testing under Part 199 is currently limited to marijuana, cocaine, opiates, amphetamines, and PCP. However, for purposes of reasonable cause testing, with Research and Special Programs Administration Office of Pipeline Safety (RSPA) approval, a Contractor may test for any substance listed in Schedules I or II of the Controlled Substances Act. The RSPA will not approve testing for any substance for which the Department of Health and Human Services has not developed testing protocols and threshold levels.

(e) In no case, regardless of number of employees, will there be less than two people to substantiate the decision to test.

(f) A written statement will be mailed to the Union within twenty-four (24) hours.

(g) A Union Steward will be notified and present (if he is working in the area), or the Union can appoint another employee to act on their behalf.

(vi) Return to Duty Testing.

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(a) Persons who, based on an MRO's (medical review officer) recommendation, return to duty as employees after completion of rehabilitation must be given unannounced drug tests, as scheduled by the MRO, in addition to being subject to the other types of testing. The period of such testing may not be more than sixty (60) months after the employee has returned to duty. The rule does not set a minimum period of unannounced testing. However, a reasonable minimum is at least one (1) year of unannounced testing. Whether testing is conducted on a daily, weekly, monthly, or longer basis is left to the discretion of the MRO.

(b) If an employee under a Part 199 anti-drug program refuses to submit to a drug test or fails a drug test, and the MRO determines prohibited drug use was the cause, a Contractor may not knowingly use that individual as an employee until he/she has successfully completed a rehabilitation program, been recommended for return to duty by an MRO, and passed a drug test. If an employee fails a drug test but returns to duty after rehabilitation and successfully completes the schedule of unannounced testing, that employee may be hired by another Contractor without re-evaluation of the earlier return to duty decision.

(2) The Contractor's anti-drug program must designate an MRO to interpret, evaluate, and monitor its drug testing program. If the Contractor does not have a qualified individual on staff to serve as the MRO, the Contractor may contract for MRO services as part of its drug testing program. This does not mean that each Contractor must have its own individual MRO. There are a number of possible alternatives that a Contractor can select to meet this requirement. For example, Contractors may choose to associate with large companies or to participate in a consortium with other operators or operators and contractors.

(3) The MRO must be a licensed physician, either a Doctor of Medicine or a doctor of osteopathy, knowledgeable in drug abuse disorders, including the medical effects of prescription drugs and the pharmacology and toxicology of illicit drugs. A physician's knowledge of substance abuse could be obtained through clinical experience, classroom instruction, or a combination of the two. The primary responsibility of the MRO is to review and interpret positive test results obtained through a Contractor's drug testing program. It is important to remember that a positive laboratory test result does not automatically identify an employee/applicant as a user of prohibited drugs. The MRO must review confirmed positive test results and determine whether any legitimate alternative medical explanation could account for the positive result. Section 199.15 and 49 CFR Part 40 describe specific duties and responsibilities of the MRO.

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(4) The program must provide an Employee Assistance Program (EAP). The EAP is to educate personnel about prohibited drugs, the policy against their use, and the assistance available, and to train supervisors in indications of drug use.

(5) The program must provide proper accommodation for applicant/employees who are taking prescription medications under a medical doctor's orders, but need not allow the employee to work or be paid for not working where use of the prescription medication could endanger persons, property, or the environment. At the time of the test, the applicant/employee is to be given a form to list the use of prescription and non-prescription medication.

(6) The program must provide for discipline for employees testing positive for drugs or alcohol, up to and including discharge.

(7) 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 applicant/employee will give a false or tainted sample. The results of all testing shall be maintained in confidence between the Contractor, the MRO, and the employee, unless revelation of the test results is ordered by an arbitrator or a court of administrative agency of competent jurisdiction, or as required by law.

(8) 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.

ARTICLE XXII
WAGES, HOURS, AND WORKING CONDITIONS

Section 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, providing that any such employee receiving this guarantee shall have been on the Employer's payroll for the Project for the week previous to any week in which the guarantee is paid. Such forty (40) hour guarantee shall not apply to the first and last week of employment, nor the week in which the employee's R&R begins and the week in which the employee returns from R&R.

Section 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.

Section 3. Workday.

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(1) The regular workweek shall be five (5) consecutive days, Monday through Friday. Where a single shift is worked, the regular workday shall be eight (8) consecutive hours between 6:00 a.m. and 5:00 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, the work starting time shall be mutually arranged to fit such conditions without penalty or premium payment.

(2) On multiple shift operations, the work starting time for the first shift will not be established earlier than 6:00 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 6:00 a.m. will be paid.

Section 4. Employees may be rotated on a four (4) weeks on and one (1) week off, or a six (6) weeks on and two (2) weeks off, or as mutually agreed between the Contractor and the Council. Employees will be provided transportation to their Alaska point-of-hire (Anchorage or Fairbanks). In no case will an employee be permitted to work more than twelve (12) consecutive weeks without taking a minimum of two (2) weeks unpaid leave. An employment position will be held open for employees taking such leave of absence, providing that employee's return is timely. Violation of the above clause may subject the employee to termination. The Contractor shall have the right to schedule an employee's R&R to coincide with the regular workweek.

Section 5. Shift Work.

(1) 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, and to determine the number of employees required. The meal period provisions of Article XVIII shall apply to all shifts.

(2) On multiple shift operations, employees working the second shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours straight time pay. Employees working the third shift shall work seven (7) hours and receive eight (8) hours straight time pay.

Section 6. Payday.

(1) The Contractor shall establish a weekly payday, which payday shall not be later than Friday of the following week, and paychecks shall be delivered to the employee that day at the worksite. 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 Saturdays, Sundays, 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.

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Paychecks shall itemize deduction of amounts withheld and shall include straight time hours, overtime hours, and the basic rate per hour paid.

(2) It is understood and agreed, however, that when an employee is laid off, terminated, or quits, his or her wages become due on the day of termination; provided however, that an employee separated after 5:00 p.m. shall receive his check prior to noon of the following day, Saturday, Sunday, and holidays excluded. 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 Saturdays, Sundays, and holidays), unless he fails to present himself for payment and the check is mailed to the appropriate Union hall that day. Checks not picked up by the employee shall be delivered to the appropriate Union Hall.

Section 7. Supervisor. The Contractor shall designate a particular supervisor to issue instructions to Craft foreman to prevent duplication and confusion of order(s).

**ARTICLE XXIII
HOLIDAY PAY**

Section 1. Work performed on Christmas, Thanksgiving Day, Labor Day, New Year's Day, Memorial Day, Veterans' Day, and July Fourth (4th) shall be paid for at double the straight time hourly rate.

**ARTICLE XXIV
MEALS AND LIVING QUARTERS**

Section 1. Employees assigned to new or existing operational pump stations or camp jobs will be furnished room and board at no cost to them, except as provided for by law. Employees who live in camp and who temporarily work jobs which preclude them from living in camp will be provided with room and board at no cost during the temporary assignment. Employees who elect not to use Contractor-provided facilities for room and board shall not be entitled to such room and board or remuneration or its equivalent. The Contractor agrees to furnish without charge, room and board at the camp to those employees who become ill or sustain job-connected injuries; however, this obligation shall not exceed seven (7) consecutive days in duration. An employee laid off or discharged will not be charged for room and board if conditions beyond his control prevent him from leaving camp. Employees working under this Agreement have the option of residing at their place of residence in lieu of Contractor-provided facilities. In the event any employee so elects to reside outside the Contractor facilities, he shall report each day to his regularly assigned pump station or other designated transportation site in sufficient time to be transported by Contractor vehicle to his worksite.

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Section 2. Employees shall be considered on camp status for all locations, except for residents who live within a thirty (30) mile radius of the following areas: The terminal at Valdez, Pump Station 9, or Pump Station 11. Under no circumstances will Fairbanks be considered on camp status. Existing Local Union members who qualify as local residents, as described in the appropriate attached Union's Schedule A, shall be given first chance at all open calls at the aforementioned locations, except Fairbanks.

Section 3. In Valdez, if the Contractor allows an employee(s) the option of not using Contractor-provided facilities for room and board, other than local hire, he shall be provided one hundred thirty dollars (\$130) per day effective January 6, 2025, one hundred thirty-five dollars (\$135) per day effective January 5, 2026, one hundred forty dollars (\$140) per day effective January 4, 2027, and one hundred forty-five dollars (\$145) per day effective January 3, 2028 in lieu of room and board.

If the Contractor allows an employee(s) the option of using Contractor-provided housing without meals, other than local hire, he shall be provided seventy-five dollars (\$75) per day effective January 6, 2025, eighty dollars (\$80) per day effective January 5, 2026, eighty-five dollars (\$85) per day effective January 4, 2027, and ninety dollars (\$90) per day effective January 3, 2028 in lieu of meals only.

**ARTICLE XXV
REPORTING PAY**

Section 1. Employees who report to the work location 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 at any time prior to departure from camp.

Section 2. When employees have started working on a shift, but work less than two (2) hours, then two (2) hours at the applicable rate shall be paid. If the employees have worked more than four (4) hours, then they will be paid for eight (8) hours at the applicable rate of pay.

Section 3. When an employee has completed his schedule shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall receive overtime pay for actual hours worked with a minimum guarantee of two (2) hours pay at the employee's overtime rate.

**ARTICLE XXVI
WAGES AND TRUST FUND CONTRIBUTIONS**

Section 1. Wage scales and trust fund contributions shall be set forth in the attached Schedule A's of the signatory Unions.

Section 2. Percent increases on the prior year total package (sum of wage and benefits) are:

TRANS ALASKA PIPELINE
MAINTENANCE AND CONSTRUCTION AGREEMENT

<u>Beginning Pay Period</u>	<u>Year</u>	<u>Increase</u>
January 6	2025	6.0%
January 5	2026	5.5%
January 4	2027	4.5%
January 3	2028	4.0%

The parties agree to the above dates for the beginning date of the new effective pay period. Such dates correspond with actual pay periods beginning on Mondays.

ARTICLE XXVII MISCELLANEOUS

Section 1. In the event of the death of an employee while on the job and engaged in the performance of his 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 point of equivalent or less distant location as the next of kin may elect.

Section 2. If, in the course of a shift, an employee is assigned work in excess of one (1) hour in various classifications, he shall be compensated at the highest wage classification worked within his Craft for the entire shift.

Section 3. The Union shall make a good faith effort to fill the Contractor's needs to meet Alaska native resident hire, minority, or disadvantaged hire obligations, and if need be with the acceptance of members referred by the Contractor which will meet the above criteria.

ARTICLE XXVIII LAYOFF

Section 1. There shall be no limitation on the Contractor's right to layoff employees from time to time, depending on the volume of work to be performed by a crew assigned to a work location.

ARTICLE XXIX EFFECT OF LAW

Section 1. In the event that now or hereafter there is any State or Federal law which is in conflict with any provision or provisions of any agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and conduct of the parties so long as such law shall remain in full force and effect. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision

TRANS ALASKA PIPELINE
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or provisions to comply with the law. In all other respects, the provisions of the Agreement shall continue in full force and effect for the duration of this Agreement.

**ARTICLE XXX
RESPONSIBILITY FOR TOOLS**

Section 1. Each employee who is required to furnish tools shall be responsible if such tools disappear, are lost or stolen during any work period or whenever they are otherwise under his custody and control.

The Contractor will only be responsible for the replacement of such tools if and when:

(1) An employee is hired, a detailed written inventory of his tools will be taken by the Contractor in the presence of the employee, and executed copies shall state that the inventory is true and correct. (Such copies will be furnished to the employee and to the Union); and

(2) Such tools are checked into a Contractor security area at the end of a work period and are subsequently stolen while in such area. The Contractor, when at all possible, will furnish employees a secured area in which to keep tools;

(It is understood that a missing tool will not be presumed to be stolen, but there must be fact and physical evidence which justify a conclusion); or

(3) An employee's tools are unintentionally broken or damaged beyond repair in the regular course of operations, and said tool or tools have been delivered to the Contractor.

(4) Tools that are lost and unrecoverable within the course and scope of employment (i.e. tools dropped in water or snow while working) shall be replaced by the employer as long as the incident is reported in writing within forty-eight (48) hours from the end of shift.

Section 2. Tools and supplies furnished by the Contractor to each Craft shall be maintained and issued from warehouses according to existing practices, but this commitment shall not be used to expand the nature of such practices. Tools and supplies issued and maintained at work areas or on site locations will be handled by the using Craft.

Employees shall be responsible for the return of tools issued them by the Contractor.

Any violation of this Section may subject the employee to termination or other disciplinary action.

TRANS ALASKA PIPELINE
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**ARTICLE XXXI
INSURANCE**

Section 1. The Contractor shall insure the personal effects of each employee who resides in camp against loss by fire or flood at the camp in the amount not to exceed \$1,500.00.

**ARTICLE XXXII
DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective upon its execution on January 1, 2025, and shall remain in effect until December 31, 2028, and from year to year thereafter unless terminated.

Section 2. This Agreement is terminated when either of the parties has not exercised its right to open this Agreement, pursuant to Section 4 below, and fails to execute an Agreement with a new effective date beyond that identified in Section 1 above.

Section 3. It is agreed to extend this Agreement's terms and conditions while this Agreement is open for a revision or amendment, pursuant to Section 4 below.

Section 4. Either party shall have the right to open this Agreement for a revision or amendment upon giving written notice of the intention to revise or amend on or before one hundred twenty (120) days prior to December 31, 2028. Such notice of reopening shall state the Sections or portions of this Agreement on which revision or amendment is desired and set forth in detail such desired revision or amendment. The party receiving such notice shall have a period of fifteen (15) days thereafter in which to serve its reply, stating the Sections or portions of this Agreement which it desires to amend or revise and setting forth in detail the revisions or amendments desired by it. Except by mutual agreement, negotiations on all such amendments or revisions shall commence no later than September 30, 2028, provided that the steps for revision or amendment have been timely instituted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of January 1, 2025, 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 be collectively constituted on the same original instrument.)

TRANS ALASKA PIPELINE
MAINTENANCE AND CONSTRUCTION AGREEMENT

FOR THE CONTRACTORS ASSOCIATION:

Signed by:
By: 
631DAD7FF0094CD...
Greg Campbell
Title: TAPS MCA President

FOR THE TAPS CONTRACTORS:

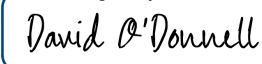
AES Houston Contracting Co., Inc.

Signed by:
By: 
631DAD7FF0094CD...
Greg Campbell
Title: President and General Manager

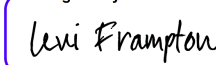
Price Gregory International, Inc.

DocuSigned by:
By: 
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Ken Yockey
Title: Vice President & Alaska Area Manager

AHTNA Construction and Primary Products Corporation

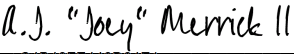
DocuSigned by:
By: 
B709A38F040421F5...
David O'Donnell
Title: President

Doyon Associated, LLC

Signed by:
By: 
8644D61FB0455462...
Levi Frampton
Title: President, General Manager

TRANS ALASKA PIPELINE
MAINTENANCE AND CONSTRUCTION AGREEMENT

FOR THE ALASKA PETROLEUM JOINT CRAFTS COUNCIL:

By: DocuSigned by:

C4B40F2448D04E1...
A.J. "Joey" Merrick II
Title: APJCC President

FOR THE UNIONS:

**United Association of Plumbers and Steamfitters,
AFL-CIO, Local No. 375**

By: Signed by:

9F09B574A481F40C...
Clayton Bessette
Title: Business Manager/Financial Secretary-Treasurer

**International Union of Operating Engineers,
AFL-CIO, Local No. 302**

By: DocuSigned by:

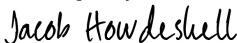
0CED27FC22E945A...
Daren Konopaski
Title: Business Manager, IUOE Local 302

**International Brotherhood of Teamsters
Local No. 959 and Technical Engineers Local 959,
State of Alaska**

By: DocuSigned by:

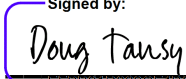
56F9ABDC2D2F480...
Gary Dixon
Title: Secretary-Treasurer

**Laborers International Union of North America,
Alaska District Council of Laborers, Locals
341 and 942**

By: DocuSigned by:

5EDD56ECABCD46B...
Jacob Howdeshell
Title: Business Manager/Secretary-Treasurer – Local 942

TRANS ALASKA PIPELINE
MAINTENANCE AND CONSTRUCTION AGREEMENT

**International Brotherhood of Electrical Workers,
AFL-CIO, Local No. 1547**

By:  Signed by:
EFBB91D869CF4BC...
Doug Tansy
Title: Business Manager/Financial Secretary

ALASKA STATE DISTRICT COUNCIL OF LABORERS
LOCAL UNIONS NO. 341 AND 942

**TRANS ALASKA PIPELINE
MAINTENANCE AND CONSTRUCTION
AGREEMENT**

JANUARY 1, 2025, THROUGH DECEMBER 31, 2028

**ALASKA DISTRICT COUNCIL OF LABORERS
AND ITS AFFILIATED LOCAL UNIONS
LABORERS LOCAL 341 AND 942**

SCHEDULE A

**HIRING PROVISIONS, FRINGE BENEFITS,
CLASSIFICATIONS AND WAGE RATES**

HIRING OF WORKERS

Section 1.

Whenever the word “worker” is used in this Article, it shall mean Laborers represented by the Union

Section 2.

Employers shall hire qualified workers by calling the Union. The Employer shall notify the Local Union office either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and the number of workers required.

Section 3.

Employees covered by this Agreement have certain accrued rights or benefits for themselves and their dependents under various trust plans, which accrue to them by virtue of length of employment with Employers party to this and related agreements, and such rights are generally continuous while under employment and remain effective until a certain period of time after layoff or discharge.

Priority rights mean the rights accruing to employees, as hereafter provided in this and related agreements, through length of service with Employer party to this Agreement, which will entitle the workers to a priority or preference of rehire after termination or layoff. This priority shall in no way be considered as a right for the purpose of tenure of employment.

Section 4.

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

A List: 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 two hundred fifty (250) hours in five (5) calendar 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, and individual must have worked a minimum of two hundred fifty (250) hours under this and/or related agreements in the previous three (3) year period.

B List: 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 related agreements, and who have worked for such Employer or Employers a minimum of two hundred fifty (250) hours in the twelve (12) months prior immediately preceding registration.

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

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

E List: All other applicant workers for employment.

A roster shall be prepared for preference of rehire by grouping all workers who come within the above classifications, and shall utilize the health and welfare and pension records in establishing these accrued rights based on length of 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

ALASKA STATE DISTRICT COUNCIL OF LABORERS
LOCAL UNIONS NO. 341 AND 942

this or of a related agreement and is a contributing Employer within the meaning of the various trust funds.

Apprenticeship:

District Council of Laborers and the Associated General Contractors of Alaska have a Joint Apprenticeship Program.

- a) Apprentices shall be paid on a percentage basis of the prevailing Laborer wage at 80% of group 1 wage rate.
- b) Apprentices shall acquire "A" List status upon completion of the combination of 5100 hours of on-the-job-training and classroom training as referenced in the JATC standards of apprenticeship revised August 9, 2024.
- c) Apprentices who are terminated from the program prior to completion, and/or fails to complete the program due to unsatisfactory performance, failure to pass drug or alcohol test, theft, disobeying supervisor's orders, absenteeism or failure to attend classes shall not retain their status with the Local Union based on hours worked through the Apprenticeship program.
- d) It is agreed that this Article may be reopened at any period of this Agreement provided it is mutually agreed that the Laborers Apprenticeship Program may be improved. Both parties agree that they will carry out and promulgate the Apprenticeship Program.

A roster shall be prepared for preference of rehire by grouping all workers who come within the above classifications, and shall utilize the health and welfare and pension records in establishing these accrued rights based on length of 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 funds.

Resident: For the purposes of this Agreement, a "bona fide resident within the geographical jurisdiction of the Union" shall mean an individual who has resided continuously, for at least twelve (12) months, within the geographical area for which the District Council has craft jurisdiction, as defined by the charter of the Union. A person claiming residency may not claim or maintain a residency outside the geographical jurisdiction of the Union. The criteria for establishing residency shall be determined by the Union.

Section 5.

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 may possess. The registration list described in this Schedule A are OUT-OF-WORK LISTS 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 re-register 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.

Section 6.

- (a) Upon request of an Employer for workers, the Union shall refer 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" 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. After the rejection, the Union will have twenty-four (24) hours to refer applicant(s), Saturdays, Sundays, and holidays excepted. The time referred to in this Article (24 hours) shall start over upon such rejections. When a worker quits a job of their own volition without good and sufficient cause, they 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.
- (c) When a registrant is referred for employment and is actually employed on a job for more than five (5) days, or more than two (2) consecutive jobs of five (5) days or less in a twelve (12) month period (defined: January 1 to December 31), such registrant's name shall be removed from the list. When their employment is terminated, they shall

be registered at the bottom of the appropriate list on which they are entitled to be registered. A registrant may refuse to be referred to employment in regular order without prejudicing their position on the appropriate list on which they are registered.

Section 7.

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

- (a) 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.
- (b) 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

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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. The provisions of the Article "Hiring of Workers" will apply separately within the geographical boundaries of the Local Laborers' Unions involved as follows: Jurisdiction of Laborers' Local 341: That area of the State of Alaska lying west of longitude 138 degrees west which is closer to Anchorage than to Fairbanks; jurisdiction of Laborers' Local 942: That area west of longitude 138 degrees west which is closer to Fairbanks than to Anchorage, and that area east of longitude 138 degrees west.

- (c) 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 appeal able to the Joint Hiring Committee as herein provided. Special skills are defined as follows:

1. Asbestos.
2. Asphalt Raker.
3. Concrete Specialist.
4. Concrete Vibratorman.
5. Cured in Place Pipelayer.
6. Driller.
7. Fencing/Guardrail Worker.
8. Formbuilder
9. Grade Checker.
10. Hazardous Waste.
11. High Scaler.
12. Hod Carrier.
13. Industrial Coatings Specialist / Coater
14. Insulator.
15. Miner.
16. Pipelayer (includes culvert and multi-plate).
17. Powderman.
18. Scaffold Building & Erecting.
19. Sheetmetal Worker.
20. Traffic Worksite Supervisor.
21. Such other classifications that may be established by the Joint Hiring Committees.

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- (d) Requests by Employers for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this Section shall mean that the individual shall have resided in the area for a period of six (6) months immediately prior to the date of the requests. Where Contractors engage in a joint venture, workers employed by any of the joint venturers may be transferred to the job or called for by name, if the requirements of paragraphs A, B, and C above have been met by any of the joint venturers.
- (e) Requests by an Employer for a particular individual with no priority shall be honored without regard to the requested person's place on the out-of-work list, provided said individual shall occupy the status of son or daughter of the Employer's management or son or daughter of laborers.

Sons and daughter of management shall be considered at the level of the project superintendent and up.

This provision will only apply for the initial enrollment into the work force.

This provision will only apply when there are more than three (3) laborers on the job, and only one (1) requested per project; in the event that twenty-five (25) laborers are employed on the project, then a second request shall be allowed.

- (f) 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.
- (g) Where Contractors engage in a joint venture, workers employed by any of the joint venturers may be transferred to the job or called for by name if the requirements of Schedule A, Section 6, Paragraphs A(1), B, and C above have been met by any of the joint venturers.
- (h) A subsidiary corporation, or one under the control of another corporation, shall be considered the same Employer as the parent controlling corporation for the purpose of transferring workers to or from the parent, subsidiary, or controlled corporation.

Section 8.

The Union and the Employers agree that the referral of workers shall be on the following basis:

- (a) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union

membership, policies or requirements, or in any way affected by age, race, color, sex, or creed.

- (b) The Union and the Employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions of this Agreement.

Section 9. Foreman:

Laborer Foreman shall receive \$1.00 per hour over the highest worker under their supervision regardless to craft.

Laborer General Foreman shall receive \$2.00 per hour over the highest worker under their supervision regardless to craft.

Laborer Foreman who have satisfactorily completed the Laborers' Foreman Course or who have served as a Laborer Foreman for five (5) years will receive \$2.50 over the highest worker under their supervision regardless to craft.

Laborer General Foreman who have satisfactorily completed the Laborers' Foreman Course or who have served as a General Foreman for five (5) years will receive \$3.50 over the highest paid worker under their supervision.

Section 10. Premium Pay Shift Work for TCC, LLC and Subsequent Contracts of the Same Scope in Valdez Only:

For employees working a regular one week on/one week off shift, in the event the employee is called into work on the employee's scheduled week off, the employee shall receive premium pay of 1 ½ times their regular rate of pay for all hours worked during the off shift. This provision shall not apply when the employee is voluntarily working the shift of another employee (commonly referred to as a "shift trade").

Section 11. General Provisions:

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

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

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.

Precaution shall be taken by both the Employer and employees in toxic material cleanup and asbestos abatement and removal, and in following the manufacturer's directions when using epoxy, fire retardant, urethane, and other resinous materials.

WAGE GROUPINGS AND CLASSIFICATIONS

Effective January 1, 2025 through December 31, 2028

Group I

Arc Welding (in connection with Laborers work).
Asphalt Raker.
Asphalt Workers (shovelman, plant crew).
Base and Floor Machineman.
Bit Grinder.
Brush Cutters.
Burning and Cutting Torch.
Camp Maintenance Laborer.
Carpenter Tenders or Helpers.
Catalyst, Epoxic.
Cement or Lime Dumper or Handler (sack or bulk).
Certified Erosion Sediment Control Lead (CESCL Lead Laborer) – Certification Required
Chainsaw Filer.
Chainsaw Operator.
Choke Setters, Hook Tender, Rigger, Signalmen.
Choker Splicer.
Chuck Tender (wagon, airtrack, and hydraulic drills).
Compactor.
Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding, sack and patch).
Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman, floor preparation, core drilling).
Concrete Vibrator Worker.
Crusher Plant Laborer.
Culvert Pipe Laborer.
Demolition Laborer.
Ditch Diggers.
Drill Doctor (in the field).
Drillers (including, but not limited to, wagon drills, air-track drills, hydraulic drills).
Dryerman.
Dump Man.
Fence Installer.
Fire Watch Laborer.
Fire Watch (certified).
Flagman.
Foam Gun or Foam Machine Operator.
Form Strippers.
General Laborer.
Grademan (setting or transferring of grade marks).
Green Cutter (dam work).
Guardrail Laborer, Bridge Rail Installer.
Guardrail Layout Man.

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Gunnite Operator.
High Pressure Water Operator.
High Rigger and Tree Topper.
High Scaler.
Hod Carriers.
Hydro-seeder Nozzleman.
Incinerator Man.
Jackhammer or Pavement Breakers.
Laborers, Building.
Landscaper or Planter.
Laser Instrument Operators.
Laying of Decorative Block (Retaining Walls, Flowered Decorative Block 4 feet and below)
Maintenance Man.
Mason Tender and Mud Mixer (sewer work).
Material Handlers.
Monolithic Workers (tunnel work).
Monolithic Workers (sewer work).
Multiplate Laborer
Pioneer Drilling and Drilling off Tugger (all type drills).
Pipe Builder (stave pipe crews).
Pipelayers.
Pit Man.
Plaster, Bricklayer, and Cement Finisher Tenders.
Pneumatic or Power Tools.
Portable or Chemical Toilet Serviceman.
Powderman Helper.
Power Saw Operator.
Powerman.
Pump Man or Mixer Man.
Railroad Switch Layout Laborer
Railroad Track Laborer.
Rigger.
Sandblast, Pot Tender.
Sandblaster.
Saw Tenders.
Scaffold Building & Erecting.
Sewer Caulkers.
Sewer Plant Maintenance Man.
Signalman.
Sloper (over 20').
Slurry Seal Squeegee Man.
Slurry Work.
Stake Hopper.
Steam Cleaner Operator.
Steam Point or Water Jet Operator.
Storm Water Pollution Protection Plan Worker (SWPPP Worker – erosion and sediment control Laborer) – Certification Required

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Tank Cleaning.
Thermal Plastic Applicator.
Timber Faller.
Timberman.
Toxic Cleanup Worker.
Utiliwalk, Utilidor Laborer, and Conduit Installer.
Watchman (construction projects).
Water Blaster (dam work).
Window Cleaner.

Group IA

Environmental Laborer (Hazardous and Toxic Waste, Oil Spill).
Oil Spill/AARF Laborer (marine work).
Oil Spill/AARF Laborer.

PIPELINE CLASSIFICATIONS

Group I

Ad Mac Operator (Minor maintenance and operation).
Buffing Machine Man.
Cadwelder.
Cement Finisher.
Coxswain (Boats of all sizes).
Dope Pot Fireman.
Epoxy Sprayer (Certified).
Formbuilder (Building of shacks, mud boards, windboards, carpenter type work, etc.).
Grinding (not in preparation for welding).
Paper Latcher.
Pipe Cleaning
Pre-heat for Doping or Cleaning.
Road Crossings (Casings).
Sheet Metal Fabricator (Layout and fabrication).
Swampers (including, but not limited to, on sidebooms, gin pole trucks, winch trucks, forklifts, etc.).
VSM Drill Helper (Welding, changing teeth, etc.).

Group IA

Coater.
Insulator.

TRUST FUNDS

A. Alaska Laborers' Employer Health and Welfare Fund.

The Employers are signatory to a Trust Agreement establishing this fund made and entered into September 18, 1953, by and between the Union, the Trustees, and the Alaska Chapter, A.G.C. (and including individual employers and certain local Unions thereto subscribing). It is understood that under the provisions thereof, the Employer contributes the designated amount, as per the annually published wage and fringe benefit rates sheet, per each compensable hour accredited to Laborers in their employ for the purpose 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 compensable hours 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 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 union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

B. Alaska Laborers' Employer Retirement Fund.

The Employers are signatory to a Trust Agreement establishing this fund made and entered into July 1, 1962, by and between the Union and the Alaska Chapter, A.G.C. It is understood that under the provisions thereof, the Employers contribute to the Trust Fund the designated amount, as per the annually published wage and fringe benefit rates sheet, per each compensable hour accredited to Laborers in their employ for the purpose of Group Retirement as specified in said Trust Agreement. The said contributions are to be computed solely on the total number of compensable hours 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 Retirement Fund, in accordance with the Trust Agreement which created the Trust 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 union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

C. Rehabilitation Plan

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 April 1, 2021:

It is understood that, under the provisions thereof, the Employers will contribute to the Trust Fund the designated amount, as per the annually published wage and fringe benefit rates

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sheet, per each compensable hour accredited to Laborers in its employ for the purpose of group retirement as specified in said Trust Agreement. The said Contributions are to be computed solely on the total number of compensable hours worked and are not to be included in wages or in the computation of overtime.

A copy of the entire Rehabilitation Plan is available from the Fund Office.

D. Alaska Laborers' Construction Industry Training Fund.

The Employers are signatory to a Trust Agreement establishing this fund made and entered into October 13, 1967, by and between the Union and the Alaska Chapter, A.G.C. It is understood that under the provisions thereof, the Employers contribute to the Trust Fund, the designated amount, as per the annually published wage and fringe benefit rates sheet, per each compensable hour accredited to Laborers in their 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 compensable hours and are not to be included in wages or in the 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 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 union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

E. 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 designated amount, as per the annually published wage and fringe benefit rates sheet, 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 (15th) 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.

F. Alaska Laborers' Legal Service Fund:

It is agreed that the Contractors and the signatory Laborers' Local Unions will jointly create and establish a Legal Service Fund on or after July 1, 1976. Effective January 2, 2006, the

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Employer will contribute the designated amount, as per the annually published wage and fringe benefit rates sheet, per each compensable hour accredited to Laborers in their employ for the Legal Service Fund. The said contributions are to be computed solely on the total number of compensable hours 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 Legal Service Fund, in accordance with the Trust Agreement which created the Trust 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 union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

G. Laborers Northwest Cooperation Fund/LECET:

Effective January 5, 2009, the Employers agree to remit the designated amount, as per the annually published wage and fringe benefit rates sheet, per each compensable hour to the Laborers Northwest Cooperation Fund/LECET. It is understood that any funds created by this Fund will not be used for organizing or any anti-merit shop activities, that a management director will be selected by the Associated General Contractors of Alaska and will have full board responsibility, that Alaska will be represented as being part of the Northwest Region of the Laborers' International Union covered by the Fund.

H. Dues Checkoff:

The Employers will deduct three percent (3%) of the employee's gross weekly earnings for working dues plus the designated amount, as per the annually published wage and fringe benefit rates sheet, per each compensable hour for the Northwest Organizing Fund from each Laborer in their employ, upon proper assignment of such deduction from each employee. Such deduction will be remitted monthly to the appropriate Laborers Union on forms supplied by the Union.

- 1) The parties agree to the Employee's participation in the Laborers PAC at the employee's designated amount per hour upon the receipt of the Employee's written authorization to participate.

I. Political Education Committee Fund:

Upon proper written authorization from the employee, the employer agrees to deduct the elected amount per compensable hour from the wages of those employees who voluntarily authorize such deduction to the appropriate union's ALPEC committee.

J. Movement of Funds for Locals 341 and 942:

All employees covered by this Agreement shall be paid the rate for his or her classification as specified in this Schedule A. 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 Schedules A by moving payments from wage to benefits or benefit to benefit, they may do so by notifying the Contractor, in writing, at least thirty (30) days before such change becomes effective.

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Such changes can be made by a Union only prospectively. In the even 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 safe harmless the Contractor from any liability on account of or in any way connected with wage changes.

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**WAGE AND FRINGE SCHEDULE
FOR
LABORERS' LOCAL 341 & 942**

Effective January 6, 2025 through January 4, 2026

WAGE RATES (Journeyman):

Group I	\$36.00
Group IA (Insulators and Coaters)	\$38.00
Laborer Foreman (5% over Group IA Wages)	\$39.90
Powder/Drill Foreman** (7.5% over Group IA Wage)	\$40.85
General Foreman* (10% over Group 1A Wages)	\$41.80

Assigned positions of Oil Spill/ARFF responders add \$2.00 to dispatched rate

WAGE RATES (Apprentice):

Apprentice (80% of Group I Wage Rate)	\$28.80
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DEDUCT:

Dues	3% of Gross +
Northwest Organizing Fund	\$0.50 per hour
Voluntary ALPEC (Alaska Laborers Political Education Committee)	\$0.10 per hour

FRINGE BENEFITS:

	<u>Journeyman</u>	<u>Apprentice</u>
Health & Welfare	\$ 7.50	\$ 8.04
Pension	\$10.13	\$ 8.37
Rehabilitation Plan	\$ 4.32	\$ 3.54
Training	\$ 1.10	\$ 3.10
Legal	\$ 0.15	\$ 0.15
L.E.C.E.T (Laborers-Employers Cooperation and Education Trust)	\$ 0.25	\$ 0.25
F.P.C.T.T (Fairbanks Pipeline Center Training Trust)	\$ 0.10	\$ 0.10
Subtotal Fringe		\$23.55
\$23.55		

* General Foreman supervising a mixed-craft crew:

\$2.00 over highest paid worker regardless to craft

\$3.50 over highest paid worker regardless to craft if the Foreman has completed a foreman class
or has worked as a General Foreman for 5 years

** Labor Foreman supervising a mixed-craft crew:

\$1.00 over highest paid worker regardless to craft

\$2.50 over highest paid worker regardless to craft if the Foreman has completed a foreman class
or has worked as a Laborer Foreman for 5 years

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SCHEDULE "A"

FRINGE BENEFITS, CLASSIFICATIONS, AND WAGE RATES

Wage rates will become effective upon ratification and notification on all work and shall apply to all construction work performed by the Employer within the jurisdiction of International Union of Operating Engineers Local No. 302 in the State of Alaska.

HEALTH AND SECURITY

It is agreed that Contractors 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 dispatched 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 (15th) day following the month in which the hours were worked, to the Locals 302 and 612, International Union of Operating Engineers Construction Industry 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 this 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 Alaska, Inc., who are the signatories 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 Alaska, 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.

PENSION

It is agreed that Contractors 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 dispatched 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 (15th) day following the month in which the hours were worked, to the Locals 302 and 612, Operating Engineers-Employers Retirement Fund in the manner as 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 Alaska, Inc., who are the signatories to the Trust Agreement of the aforesaid Trust Fund.

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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 Alaska, 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.

PAYROLL DEDUCTIONS

Section 1. Working Dues

In accordance with the terms of an individual and voluntary written authorization for the 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 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 Local 302. Said amount will be deducted from each compensable hour of wages once each week for the wages of each employee covered by this Agreement. All monies collected for Working Dues by the Employer shall be paid to the agent for Local 302, namely: Operating Engineers, Welfare & Pension Administration Service, Inc., P.O. Box 34205, Seattle, Wash. 98124-1205. The working dues which are deducted shall be paid monthly by the fifteenth (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.

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 I.U.O.E. 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. The Employer shall utilize apprenticeship

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ratios of up to one (1) apprentice for every five (5) journeymen; however, the requirements of the standards are to be applied.

TRAINING CONTRIBUTIONS

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

It is agreed that all Employers covered by this Agreement shall, as per the allocation letter provided by the Union. Contributions shall be for each compensable man-hour worked by Operating Engineers, including dispatched 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 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 signatories 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 Employer shall be a member of an affiliated firm of the Chapter or a regular paid employee of the Associated General Contractors of Alaska. The Parties agree that the Employers covered by this Agreement will contribute two (\$2.00) dollars per hour to the Apprentice Training (APR TNG) for each dispatched apprentice.

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 (15th) 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, ten cents (\$.10) 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 (15th) 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 Apprentice Training-Retraining Trust Fund 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 worked 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).

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 in the 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 or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and the number of Operating Engineers required.

Section 3. Group Listings.

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

- Group I.** Operating Engineers who have been employed by 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 by 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 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 applicant Operating Engineers for employment.

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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. 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 the health and welfare and pension records in establishing these accrue 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 of 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. All Operating Engineers with accrued hours or rights shall be registered in either Group I, II, or Group III, and all other Operating Engineers who have qualified as defined in Section 1 hereof, but without accrued right, shall be registered in Group IV. 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 or facsimile, the members signature is required.

Section 5. Referral by the Union.

(a) Upon the request of the Employer for employees, the Union shall refer registrants to the 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 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

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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 basis as that for Operating Engineers, except that the experience conditions set out in Section 1 of this Article shall, as to apprentice engineers, not be applicable or required.

(c) Any applicant who is rejected by the Employer shall be restored to their original place 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.

(d) 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.

(e) 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 (Saturdays, 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 names and dates of such hiring's within forty-eight (48) hours of such hiring's.

(f) The referral procedure as contained herein shall be followed except that:

1. Requests by Employers for key personnel to act as master mechanics or foremen shall be honored without regard to the requested person's place on the out-of-work list. Such foremen will not be considered a craft working

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foremen 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, foremen 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.

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 this Agreement.
5. In the best interests of the industry, requests by Employers for engineers with no priority shall be honored without regard to the requested person's place on the out-of-work lists; provided, 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. 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 not been previously employed by that Employer, shall be honored provided they have ever obtained Group I status in the applicable jurisdiction of this agreement.
7. Requests for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored, in accordance with the place

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of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this Section shall mean that the individual shall have resided in the area for a period of six (6) months immediately prior to the date of the request. Documentary proof of residency must be provided to the local Union by the individual. The Union will provide whatever documentation it has to the Employer upon request.

- (g) 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 (f) 1, 2, and 3 above have been met by the joint ventures.
- (h) 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.
- (i) A reasonable fee may be charged for the registration of any applicant.
- (j) All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated 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.

Section 6. 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 7. 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 8. 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

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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 9. 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 I.U.O.E. is the exclusive bargaining agent for all 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

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evidence.

- (e) 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.

CLASSIFICATION AND WAGE GROUPS

Group 1A:

1. NCCO Crane Operators.
2. Mechanics and Oilers (Mechanics with over twenty thousand hours receive an additional \$2 per hour).

Group I:

1. Asphalt Roller.
2. "A" Frame Trucks, and Deck Winches: Single and Double Power Drum.
3. Back Filler.
4. Batch Plant Operator (Asphalt, Concrete and Mixers).
5. Belcrete with Power Pack and similar Conveyors.
6. Bending Machine.
7. Bodyman
8. Boiler - Fireman.
9. Bombardier (Tack or Tow Rig).
10. Boring Machine.
11. Brooms, Power Wayne, Saginaw and similar types.
12. Bulldozers and Quads.
13. Bump Cutter (Concut, Christenson or similar types).
14. Cableways and Highlines
15. Camp Maintenance Engineer.

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16. Cement Hogs and Concrete Pump Operators.
17. Cleaning Machine.
18. Coating Machine.
19. Compressors: steel erection, including sand blasting, painting of same, pile driving.
20. Compressor: Excavating.
21. Conveyors.
22. Cranes:
 - (a) Crawler, truck type, rubber-tired, creter, floating.
 - (b) Dragline, Sauerman-Bagley, and Clam Shells.
 - (c) Derricks, Hydralifts or Transporters, all track or truck type.
 - (d) Hyster Cat Cranes and attachments.
 - (e) Tower Cranes.
23. Crushers.
24. Ditching or Trenching Machine.
25. Dredge, Barge Cable, and Boat Coxswains.
26. Drilling Machines, Core, Cable, Rotary, and Exploration.
27. Excavators, Backhoes, and Shovels.
28. Farm Tractor.
29. Finishing Machine Operator, Concrete Paving, Sidewalk, Curb and Gutter machine.
30. Forklift
31. Gin Truck or Winch Truck with Poles when used for hoisting.
32. Grade Checker, Grade Technicians, and Stake Hopper.
33. Hoists: for steel erection, Elevators, Tower mobiles and Air Tuggers.
34. Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Helicopter, Transports and Transporters, Cableways, Rollagon, and Highline or Cable Car.
35. Hydro Ax and similar.
36. Loaders, Elevating Belt type and Grader, Dumor, Euclid and similar types.

Group I:

37. Loaders and Skid Steers:
 - (a) Elevating - Athey, Barber Greene and similar types.
 - (b) Overhead and Front End
 - (c) Loaders with Forks or Pipe Clamps.
38. Locomotives: Dinkey (air, steam, gas, and electric), Road and Geared Engines, and Speeders.
39. Mixers: Concrete Mixers and Batch, and Mobile type with Hoist combination.
40. Motor Patrol Grader.
41. Mucking Machines: Mole, Tunnel Drill and/or Shield.
42. Nodwell Sno Cat.
43. Oil, Blower Distributors.
44. Parts and Equipment Coordinator.
45. Pile Driver Engineers. L. B. Foster, Puller or similar Paving Breaker.
46. Pot Fireman (power agitated).

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47. Power Plant and Turbine Operator.
48. Rollers, Tampers, and Vibrators.
49. Pumps: Fuller Kenyon and Water.
50. Rig Oiler and Spotter.
51. Saws, Concrete.
52. Scrapers, Tournapulls, Caterpillar, Euclid and similar type.
53. Screening, Washing Plant.
54. Shot Blast machine.
55. Side Booms.
56. Skidder.
57. Slip form Paver, C.M.I. and similar types.
58. Spreaders: Blaw Knox, Cedarapids, Barber Greene, Screed, Slurry machine.
59. Straightening Machine.
60. Sub Grader (Gurries, C.M.I. and C.M.I. Roto Mills and similar types).
61. Swamper (on Trenching Machines or shovel type equipment), Steam Cleaner, and Drill Helper.
62. Tack Tractor.
63. Tow Tractor
64. Trenching machines
65. Truck Mounted Concrete Pump.
66. Wate Kote machine.
67. Welders

SPECIAL NOTES

1. General Foreman and Master Mechanics will receive ten percent (10%) of the total package over Group IA.
2. Foreman will receive five percent (5%) of the total package over Group IA.
3. Heavy Duty Mechanics, with over 20,000 hours, shall receive \$2.00 over their normal rate of pay. A mechanic's hour verification must be in written documentation to the Union, such as, but not limited to: Union pension hours, paycheck stubs, etc.
4. Oil Spill/ARRF responders as outlined and assigned to the position within the Trans Alaska Pipeline System Pipeline Oil Discharge Prevention and Contingency Plans and the Valdez Marine Terminal Oil Discharge Prevention and Contingency Plans will receive a two (\$2.00) wage premium.

**PREMIUM PAY SHIFT WORK FOR TCC, LLC AND SUBSEQUENT
CONTRACTS OF THE SAME SCOPE IN VALDEZ ONLY**

Specific only between TCC, LLC and the Laborers Local 341, Teamsters Local 959, and Operating Engineers Local 302 recognizes the following changes to the payment of overtime for shift work outside of an employee's regularly scheduled shift and applicable

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only to TCC, LLC in Valdez only.

For employees working a regular one week on/one week off shift, in the event the employee is called into work on the employee's scheduled week off, the employee shall receive premium pay of 1 ½ times their regular rate of pay for all hours worked during the off shift. This provision shall not apply when the employee is voluntarily working the shift of another employee (commonly referred to as a "shift trade").

APPRENTICE RATES

The Parties agree that the Operating Engineer Apprentice wage scales are eighty (80%) percent of the Group 1 Journeyman Rate. Except for the additional two (2.00) dollars per hour Apprentice Training contributions of (APP TNG), all other fringe contributions shall be paid as a Journeyman. The actual specifics may be obtained from the Joint Apprentice and Training Offices.

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International Union of Operating Engineers
LOCAL 302 • Washington • Alaska • Idaho • AFL-CIO
Daren Konopaski, Business Manager & General Vice President

2025 Wage and Benefit Allocation Effective January 6, 2025

<u>Journeyman Classifications</u>	<u>Wage Rates</u>	<u>Total Package</u>
General Foreman/Master Mechanic	\$51.18	\$73.48
Foreman	\$48.86	\$71.16
Group IA	\$46.53	\$68.83
Group I	\$44.53	\$66.83
Apprentice	\$35.62	\$59.92

Fringes Benefit Contributions

Health and Welfare	\$ 8.00
Supplemental Pension	\$ 2.00
Pension	\$ 11.25
Training	\$ 0.90
FPTC	\$ 0.10
NTF	\$ 0.05
APP TRNG (Apprentices Only)	\$ 2.00

Apprentice Rates

All Apprentices are 80% of Group 1. Please note the Apprentice Training Fringe Contribution (APP TRNG) is required for apprentices selected into the program after 2017.

Employee Deductions

Working Dues	1.75% of Gross Wages
Labor Committee Programs (LCP)	\$0.05
Employee Elected PAC Contribution:	
PAC (State)	\$0.05
Federal PAC	\$0.03

Special Premiums

Mechanics with 20,000 hours	\$2.00 per hour
Oil Spill/ARFF	\$2.00 per hour

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
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**TRANS ALASKA PIPELINE MANITENANCE AND
CONSTRUCTION AGREEMENT**

TERM

JANUARY 1, 2025 – DECEMBER 31, 2028

IBEW LOCAL 1547

SCHEDULE A

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547

**TRANS ALASKA PIPELINE
MAINTENANCE AND CONSTRUCTION
AGREEMENT**

JANUARY 1, 2025 THROUGH DECEMBER 31, 2028

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
“INSIDE” BRANCH OF LOCAL UNION NO. 1547**

SCHEDULE A

**FRINGE BENEFITS,
CLASSIFICATIONS, AND WAGE RATES**

Section 1. REFERRAL PROCEDURE.

Section 1.01.

The Union recognizes that the work performed by the Electrical Construction Industry requires trained journeyman and journeyman technicians and agrees that in the classification of applicants for employment as journeyman and journeyman technicians, that the standards of education and training shall not be less than those established by the National Joint Apprenticeship and Training Committee for the electrical industry. The Union further agrees to refer applicants for employment who possess a valid certificate of fitness from the State of Alaska and/or a valid first aid certificate for any work requiring such certificates by the State of Alaska.

Section 1.02.

The Union shall establish and maintain an individual record card of every journeyman or journeyman technician, giving essential background data, training, and experiences, as well as group classifications, as herein established. When a person is available for work, their record card shall be placed in the out-of-work file in chronological order and according to classification. An applicant for work who is unemployed shall report their availability to the dispatcher's office in the Labor Markey Area in which they reside. Said applicant shall notify the dispatching office of their point of contact and availability for referral or forfeit their position in the out-of-work file. Residents of areas outside the Anchorage, Fairbanks, Juneau, or Ketchikan area shall be dispatched to jobs or shops in their residential area whenever possible.

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Section 1.03.

- (a) The Employer shall have the right to name-request all foremen and general foremen from Group 1A and/or 1B at a ratio not to exceed one (1) foreman to six (6) workmen on any particular job, except that a wireman foreman shall be on site at each work site wherever journeyman wiremen are employed.

If an applicant is hired to work as a foreman and is then cut back to a journeyman, such action will be considered a violation of this Agreement.

- (b) The Employer shall have the right to name request the first (1st) journeyman and every fourth (4th) journeyman thereafter from the Group 1A and 1B lists. For example, the Employer may name request the first (1st) journeyman, the second (2nd), third (3rd), and fourth (4th) journeymen will be open calls referred by the Union; the fifth (5th) referral may be name requested, and the sixth (6th), seventh (7th), and eighth (8th) will be open calls; and so on in an alternating fashion.

Section 1.04. Group Classifications.

Group I (A). Journeyman Wireman/Journeyman Technician.

All applicants for employment who have four (4) years or more of experience in the trade, are residents of the immediate job area, have passed a journeyman's examination given by a duly constituted local Union of the IBEW, and who have been employed 1) for a period of at least one (1) year (2,080 hours) in the last four (4) calendar years under a collective bargaining agreement between the parties to this Agreement; or, 2) a total of 15,000 hours under a collective bargaining agreement between the parties to this Agreement; or, 3) who have successfully completed the Alaska Joint Electrical Apprenticeship and Training Trust apprenticeship in a classification covered by this Agreement.

Group I (B). Journeyman Wireman/Journeyman Technician.

All applicants for employment who have four (4) years or more of experience in the trade, are residents of the immediate dispatch area, have passed a journeyman's examination given by a duly constituted local Union of the IBEW, and who have been employed 1) for a period of at least one (1) year (2,080 hours) in the last four (4) calendar years under a collective bargaining agreement between the parties to this

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Agreement; or, 2) a total of 15,000 hours under a collective bargaining agreement between the parties to this Agreement; or, 3) who have successfully completed the Alaska Joint Electrical Apprenticeship and Training Trust apprenticeship in a classification covered by this Agreement.

Group I (C). Journeyman Wireman/Journeyman Technician.

All applicants for employment who have four (4) years or more of experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted local Union of the IBEW, and who have been employed 1) for a period of at least one (1) year (2,080 hours) in the last four (4) calendar years under a collective bargaining agreement between the parties to this Agreement; or, 2) a total of 15,000 hours under a collective bargaining agreement between the parties to this Agreement; or, 3) who have successfully completed the Alaska Joint Electrical Apprenticeship and Training Trust apprenticeship in a classification covered by this Agreement.

Group II.

All applicants for employment who have four (4) or more years of experience in the trade and who have passed a journeyman's examination given by a duly constituted local Union of the IBEW, or have been certified as a journeyman by a Joint Apprenticeship and Training Committee.

Group III.

All applicants for employment who have two (2) or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties of this Agreement.

Group IV.

All applicants for employment who have worked at the trade for more than one (1) year.

Section 1.05.

In the event the Union is unable to fill any job requisition for applicants within

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forty-eight (48) hours, starting at 9:00 a.m. the next business day after receiving the Employer's request, excluding Saturday, Sunday, and holidays, the Contractor may employ applicants from any other available source. The Employer shall notify the business manager promptly of the names and social security numbers of such applicants hired from any other available source after the requirements of Article XIV, Section 2, are exhausted.

DEFINITIONS - REFERRAL PROCEDURE.

Section 1.06. Resident.

A person who has maintained their permanent home in the above-defined geographical area for a period of not less than one (1) year, or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as their permanent home, and residence in the immediate job area for a period of thirty (30) days prior to the start of a job is considered a resident and is not entitled to subsistence or board or lodging. Immediate job area as applied to the resident shall mean within twenty-five (25) miles of the job or shop.

Section 1.07. Labor Market Area.

Labor Market Area shall mean the geographical area of the State of Alaska agreed to by the parties to this Agreement for the dispatching of applicants for employment to the Employers with jobs located within the Labor Market Area defined below. Each Labor Market Area as defined in this Section (A) shall be recognized as an economic area and source of manpower in the State of Alaska. When applicants are not available in the Labor Market Area of the work site, an Employer may elect to send employees from another Labor Market in that area, which has no applicants.

Area 1 - Fairbanks

North of the Sixty-third (63rd) Parallel and West of the One Hundred Forty-first (141st) Degree West Longitude.

Area 2 - Anchorage

South of the Sixty-third (63rd) Parallel and West of the One Hundred Forty-first (141st) Degree West Longitude and extending Southeast to include Yakutat.

Section 1.08.

When an Employer requests applicants for a short job not exceeding two (2) weeks duration, the applicant dispatched, if employed, shall retain their

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position on the out-of-work list, providing the Employer or the employee notifies the dispatching office of the completion of said job by noon of the following day.

Section 1.09. If an applicant is employed and is not put to work because of a lack of material or other reasons beyond the control of the individual Employer to whom dispatched, and the Employer or the employee notifies the dispatching office not later than noon of the following day, the applicant dispatched shall retain their position on the out-of-work list.

Section 1.10. Employer shall advise the district office in the Labor Market Area in which the job is being performed of the number of applicants needed. The dispatcher shall refer applicants to the Employer by first referring applicants in Group I(A) in the order off their places on the out-of-work list. When the Group I(A) list in the district office is exhausted, the dispatcher in the district office in the area in which the job is being performed shall then refer applicants from the Group I(B) list in order based upon their places on the out-of-work list. When the Group I(B) list in the district office is exhausted, the dispatcher shall call each of the other district offices and applicants from the Group I(B) lists in the said offices shall be dispatched in order based upon their places on the out-of-work lists. When all applicants appearing on the Group I(B) list in each of the district offices is exhausted, the dispatcher in the district office in the area in which the job is being performed shall then refer applicants from the Group I(C) list in the order based upon their places on the out-of-work list. When the Group I(C) list in the district offices is exhausted, the dispatched shall call each of the district offices and the applicants from the Group I(C) lists in said offices shall be dispatched in order based upon their places on the out-of-work lists.

Section 1.11. The only exception which shall be allowed in the order of referral last provided are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in its request for applicants, the dispatcher shall refer the first applicant on the register possessing such skills and abilities. Contractors will not place bogus specialty calls to request specific individuals off the books.
- (b) Circumvention of this Agreement by calling an applicant to work as a foreman and then cutting the employee back to a journeyman or calling the applicant out as a foreman and not placing him in a supervisor capacity will not be tolerated and will be considered a violation of this Agreement.

Section 1.12. When making reductions in the number of employees due to lack of work on a particular job, the Employer shall use the following procedure:

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- (a) Applicants if hired from any other source other than the IBEW, if any are employed, shall be laid off first, then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, then those in Group II, then those in Group I(C), and finally those in either Group I(B) or I(A).
Contractors will not transfer employees to circumvent the reverse layoff procedure.
- (b) Employees who are dispatched on bona fide specialty calls will not be subject to this Section as long as the special job for which they were dispatched is continuing.
- (c) Supervisory employees covered by this Agreement will not be subject to this Section as long as they are in a supervisory position on that job which is involved in a work force reduction. For purposes of this Section only, foremen and general foremen are considered supervisory.

Section 1.13. Employees shall be allowed to take up to sixty (60) consecutive calendar days of vacation a year without pay, in a one (1) year period. Except vacation or illness, an employee who exceeds a thirty (30) calendar day period in which they did not work shall be considered terminated and must sign the out-of-work list before returning to work.

FOREMAN/GENERAL FOREMAN

Section 1.14. When the Employer employs workmen, it shall have one (1) journeyman classified as a foreman.

Section 1.15. Journeymen, when directing the work of other employees, shall receive the foreman's rate of pay. At the discretion of the working foreman, when the safety of the crew is involved, he may temporarily place himself in a non-working capacity.

Section 1.16. In no case shall a foreman be restricted from doing layout work.

Section 1.17. Authority for orders to workmen shall be delegated in the following manner: from a designated, qualified Employer representative(s) (other than a foreman) to general foreman or foreman; foreman to journeyman and apprentices.

Section 1.18. A general foreman shall not supervise more than eight (8) foremen.

Section 1.19. The Employer shall be the sole judge of a foreman's qualifications, selection, production, and termination.

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Section 1.20. One (1) working steward per shift may be appointed by the Union that will represent the Union on each project at all times, subject to the supervision of the Union. The job steward shall be on the job and working each day of operation. The Employer shall be informed of the names of the appointed stewards in writing and only such stewards will be afforded recognition by the Employer. The job steward shall be second from the last person terminated, provided he is qualified for the last work available on the job. The designated Union representative shall be consulted by the Employer prior to the job steward's termination. The steward shall be allowed to discuss grievances arising under this Agreement with the job supervisor during working hours without loss of compensation for such time spent in the pursuit of their steward duties. These duties shall include, but not be limited to, the taking of weekly reports of members employed, checking newly dispatched employees, caring for the tools and effects of any injured member, caring for the injured member in absence of an authorized first aid man, notifying a Union representative of the injuries, and transmitting to the Union representative all complaints and grievances emanating from the job.

Section 1.21. Any work performed on energized circuits of four hundred forty (440) volts or over shall be performed by two (2) qualified journeymen as a safety measure. Men performing work on energized circuits of four hundred forty (440) volts or over shall be protected with rubber gloves, blankets, and all standard protective devices. All rubber goods will be inspected and tested every thirty (30) days.

Section 1.22.

(a) The required tool list for journeyman wireman shall be as follows:

- 1 side cutting pliers, 9".
- 2 needle-nose pliers, 7".
- 2 channel-lock "pump" pliers.
- 3 screwdrivers, 3", 4", 6".
- 2 Phillips-head screwdrivers, 3", 6".
- 1 adjustable crescent wrench, 8".
- 1 tool box.
- 1 claw hammer.
- 1 plumb bob.
- 1 cold chisel, 3/4.
- 1 center punch.
- 1 electrician's knife.

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1 padlock with key.
1 diagonal pliers, 6".
1 folding rule, 6'.
1 torpedo level.
1 hacksaw.
1 wiggly.
1 carpenter chisel.
1 steel tape, 12'.
1 Allen wrench set, 3/8 maximum.

All other tools shall be furnished by the Contractor.

- (b) Journeyman technicians shall be required to furnish hand tools only, i.e., long-nose and side cutters, pliers, screwdrivers, skinning tool, rule, small level, and six-inch or four-inch crescent wrench.
- (c) The Employer shall provide a safe storage place or places and shall assume responsibility for employee's tools, providing the employee presents their tools for storage in a securely locked box.
- (d) All workers shall put away all tools and equipment of the Employer and employee's and shall be allowed sufficient time before quitting time on each shift to accomplish the same.

Section 1.23. Adequate shelter shall be provided for employees by the Employer in which to dry their clothes and eat their lunches. These shelters will be heated and dry.

Section 2. APPRENTICESHIP AND TRAINING.

Section 2.01. The signatory parties agree that the established Alaska Joint Electrical Apprenticeship and Training Trust shall be the sole trust fund for the administration and support of educational and training programs for apprentices and journeymen and employees or participants in the labor market covered by this Agreement.

Section 2.02. The ratio of apprentices to journeymen allowed to be employed either on any job or in any shop shall be:

1 Apprentice to 1 Journeyman
1 Apprentice to 2 Journeymen
1 Apprentice to 3 Journeyman
2 Apprentices to 4 Journeymen
2 Apprentices to 5 Journeymen

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- 2 Apprentices to 6 Journeymen
- 3 Apprentices to 7 Journeymen, etc.

Whenever more than one (1) apprentice is employed on a job or shop, the ratio between High and Low Time apprentices shall be one (1) to one (1) when applicable.

Section 2.03. Apprentices shall not be allowed to make up, prepare, or install any work, except under the supervision of a journeyman.

Section 2.04. The Employer agrees to contribute sixty-five cents (\$0.65) for each hour worked by employees covered by this Schedule A to provide for apprenticeship training and journeyman improvement programs and other educational training programs within or affiliated with the electrical industry. The Contractor agrees to contribute to the Fairbanks Pipeline Training Center Trust, ten cents (\$0.10) per compensable hour worked, and make remittances monthly.

Section 3. HEALTH, WELFARE, PENSION, AND LEGAL TRUSTS.

Section 3.01. Alaska Electrical Health & Welfare Fund. \$11.69

The Employer agrees to pay the Health and Welfare benefits of eleven dollars sixty-nine cents (\$11.69) per hour for each hour worked by all employees working under the terms of this Schedule A. These payments are to be made to the Alaska Electrical Health & Welfare Fund, jointly established for this purpose and administered in compliance with federal and state regulations governing health and welfare funds. The Employer agrees to make remittances monthly.

Section 3.02. Alaska Electrical Pension Fund. \$12.29

The Employer agrees to pay to the Alaska Electrical Pension Fund, twelve dollars and twenty-nine cents per hour for each hour worked by all employees working under the terms of this Schedule A. The Employer agrees to continue these remittances on a monthly basis with forms provided under conditions stated in Section 4. From this, eight dollars and sixty-three cents (\$8.63) shall apply to the defined benefit pension, and three dollars and sixty-six cents (\$3.66) shall apply to the Alaska Electrical Retirement Savings Plan. The Employer agrees to make remittances monthly.

An employee, at his option and upon presentation of a properly signed authorization form to the Employer, may have an additional ten percent (10%)

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deducted from his wages and forwarded to the Alaska Electrical Workers Retirement Savings Plan. This authorization for deduction may be discontinued at anytime by the employee, but there must be a three (3) month waiting period prior to reinstatement of the deduction.

Section 3.03. Alaska Electrical Legal Trust Fund

\$0.10

The Employer agrees to pay to the Alaska Electrical Legal Trust Fund, ten cents (\$0.10) per hour worked by all employees working under the terms of this Schedule A. The Employer agrees to continue these remittances on a monthly basis.

Section 3.04.

- (a) It is agreed that in accord with the National Employees' Benefit Schedule A, the Employer will forward monthly to the designated Local Employee's Benefit Board an amount equal to three percent (3%) of a gross monthly labor payroll, paid to the employees in this bargaining unit, accompanied by a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Bank on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be received by the office of the appropriate Local Board not later than fifteen (15) calendar days following the end of each calendar month.
- (b) Individual Employers who fail to remit as provided above shall be additionally subject to having this Schedule A terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Local Employees' Benefit Board.
- (c) The failure of an individual Employer to comply with the applicable provisions of the National Employees' Benefit Schedule A, shall also constitute a breach of this Labor Agreement.

Section 3.05. Working Dues.

The Employer agrees to deduct Union working dues from the wages of its employees and pay to the Union's Financial Secretary as designated by the Union in such amounts as is authorized in writing by the employee on a form furnished by the Union. The Employer agrees to make this deduction from each payroll period and furnish lists of names and amounts deducted with the check sent to the Union. The Union agrees that the Employer assumes no responsibility in connection with deduction of dues, except that of care in

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
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forwarding the monies deducted. Reports shall be sent in monthly and shall be made by the 15th of the month following which dues deductions were made.

Section 3.06. Apprenticeship Training

\$0.75

The Employer agrees to contribute seventy-five cents (\$0.75) for each hour worked to provide for apprenticeship training and journeyman improvement programs and other educational training programs within or affiliated with the electrical industry. The Employer agrees to make remittances monthly with forms provided under conditions stated in Section 4.08. It shall be understood that when skill improvement training is completed and when the need for the amount of financing is not necessary to carry on the skill improvement program, the Employer contributions shall be reduced to the level necessary to maintain current operation of the training program. At the discretion of the Training Trust, should a surplus of funds accumulate in the Apprenticeship Training Fund, seventy-five cents (\$0.75) per compensable hour of Apprenticeship Fund may be used for industry education.

Section 3.07. 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 Trust.

Therefore, each Contractor shall furnish a bond, with adequate sureties, in the amount of twenty thousand (\$20,000) to secure payment of all amounts due from 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 Schedule A until proof of the above described bond has been provided to the Union. If a Contractor can demonstrate that it has a prior record of continuous payment of contributions to the above-described Benefit Trusts, 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 Schedule A.

Section 4. MOVEMENT OF FUNDS.

All employees covered by this Agreement shall be paid the rate for his or her

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classification as specified in this Schedule A. 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 Schedules A by moving payments from wage to benefits or benefit to benefit, 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. 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 safe harmless the Contractor from any liability on account of or in any way connected with wage changes.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
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SECTION 5
WAGE AND FRINGE SCHEDULE

for

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 1547

Effective January 1, 2025 through December 31, 2028

T.A.P.S. Maintenance & Construction Agreement
IBEW Local 1547 Wage & Benefit Schedule

WAGE RATES:

General Foreman	\$50.99
(10% over Journeyman/Welder/Admin Wage)	
Foreman	\$48.67
(5% over Journeyman/Welder/Admin Wage)	
Journeyman	\$44.35
Journeyman/Welder/Admin	\$46.35
Apprentice (80%)	\$35.48

FRINGE BENEFIT CONTRIBUTIONS:

Health and Welfare	\$11.69
Legal Fund	\$0.10
Apprentice Training	\$0.65
Fairbanks Pipeline Training Trust	\$0.10
Pension	\$8.63
Annuity	\$3.66
NEBF	+ 3% of Gross Pay

DEDUCT:

Dues (Working Assessments)	3% of Gross Pay
IBEW Hardship and Benevolent Fund	\$0.05 cents hourly

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TRANS ALASKA PIPELINE SYSTEM

CONSTRUCITON AND MAINTENANCE AGREEMENT

January 1, 2025 – December 31, 2028

CONSTRUCTION & MAINTENANCE

LABOR AGREEMENT

PLUMBERS & STEAMFITTERS UA LOCAL 375

SCHEDULE “A”

EFFECTIVE January 1, 2025

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ARTICLE 1
HIRING

Section 1 Recognition of Union as Hiring Hall.

The Union is recognized as the exclusive hiring hall for Contractors for work in the jurisdiction of said Union.

Section 2 Definition of Journeymen.

As the Contractor and the Union have a joint and mutual interest in maintaining the competency and skill of journeymen employed in the industry, and in order to continue a high degree of skill in the journeyman classification and a corresponding high degree of quality and quantity of work, it is hereby mutually agreed that the journeyman are defined as follows:

- (a) Those persons who have completed approved apprentice training and have passed the examination given by the local Joint Apprenticeship Committee.
- (b) Those current employees who have been previously employed journeymen by a newly organized Contractor.
- (c) Those persons who have had at least five (5) years practical experience within the plumbing and pipe fitting industry and who have satisfactorily passed an examination conducted by the Examining Committee of the Union.

Section 3 Hiring Procedures.

The Contractor retains the right to reject any job applicant referred by the Union.

(a) Employment of Journeymen.

1. All journeymen will be dispatched to a Contractor from the availability list maintained by the Union on a "50-50" basis. This means the Union shall select the first journeyman to be dispatched, with the Contractor having the option of selecting the second journeyman to be dispatched. The Contractor and Union shall continue to alternate selections (if desired by the Contractor) until the necessary quantity of journeymen has been reached.

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2. The Contractor has the right to call for any person for supervision without regard to his or her position on the availability list; provided that person is employed in a supervisory capacity and paid the corresponding wage rate.
3. Any person hired as a supervisor may not be reduced to a journeyman's classification, within thirty (30) days, without the agreement of the business agent.
4. The business agent and the job steward shall be notified a minimum of twenty-four (24) hours in advance of any transfers contemplated.
5. In the event the employee refuses to transfer, there shall be no penalty or mark held against his employment record.

(b) Employment of Apprentices.

1. The employment and disposition of apprentices shall be according to procedures as set forth by the Bureau of Apprenticeship Standards of the United States Department of Labor.
2. All apprentices shall be dispatched to a Contractor's job site or shop from an availability list maintained by the Joint Apprenticeship Committee.

(c) Equal Employment Opportunity.

1. 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.

(d) Qualifications.

1. No employee shall be dispatched without an appropriate state license and/or certification, which shall be carried at all times on the job. Further, no foreman shall be dispatched without a current first aid card certifying that the employee has passed an OSHA-approved first aid training course.

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ARTICLE 2 TRUST FUNDS

A. Health and Security. All persons, parties, firms, or corporations coming under the scope of this Agreement who are or may become signatory parties to this Agreement, agree that the existing Alaska Pipe Trades Association – U.A. Local No. 375 Health and Security Trust Fund (“Health Trust”) shall continue in full force and effect and be an appropriate depository for the Health and Security contributions referred to herein. All persons, parties, firms or corporations who are, or may become signatory parties to this Agreement, expressly agree to be bound by the Trust Agreement governing the Health Trust, which is incorporated by reference herein, and shall pay monthly in accordance with the Trust Agreement, the sums as indicated in Schedule A for all compensable hours under this Agreement. The details of the Health and Security Plan and any other plan or program established by the Health Trust shall be controlled and administered by a Joint Board of Trustees composed of equal representation from the Union and the Employers who are signatory to the Trust Agreement. Each Trustee appointed by the Union shall be a member of the Union and each Trustee appointed for the Employers shall be a member of an affiliated firm of an Employer or a regular paid employee of an Employer. Allocation of contributions among the Health and Security Plan and any other plan or program established by this Health Trust shall be determined by the Joint Board of Trustees.

B. Pension. All persons, parties, firms, or corporations coming under the scope of this Agreement, who are or may become signatory parties to this Agreement, agree that the existing Alaska Plumbing and Pipefitting Industry Pension Fund (“Pension Fund”) shall continue in full force and effect and an appropriate depository for the Pension contributions referred to herein. All persons, parties, firms or corporations who are, or may become signatory parties to this Agreement, expressly agree to be bound by the Trust Agreement governing the Pension Fund, which is incorporated by reference herein, and shall pay, monthly in accordance with the Trust Agreement, the sums as indicated in Schedule A for all compensable hours under this Agreement. The details of the Pension Plan established by the Pension Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Union and Employers who are signatory to the Trust Agreement. Each Trustee appointed by the Union shall be a member of the Union and each Trustee appointed for the Employers shall be a member of an affiliated firm of an Employer or a regular paid employee of an Employer Organization.

The Alaska Plumbing and Pipefitting Industry Pension Trust entered critical status on March 31, 2019. The Trustees have established a preferred Rehabilitation Plan Schedule which includes annual increases to journeyman and non-journeyman rates. Each Employer obligated to pay contributions to the Alaska Plumbing and Pipefitting Industry Pension Trust agrees to pay the increases outlined in the Preferred Schedule adopted by the Board of Trustees of the Alaska Plumbing and Pipefitting Industry Pension Trust the Trust’s Rehabilitation Plan, which is incorporated herein by reference,

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including any updates to the Preferred Schedule that are made during the term of this Agreement.

C. Supplemental Pension. All persons, parties, firms, or corporations coming under the scope of this Agreement, who are or who may become signatory parties to this Agreement, agree that the existing UA Local No. 375 Supplemental Pension Trust ("Supplemental Pension Trust") shall continue in full force and effect and be an appropriate depository for the contributions referred to herein. All persons, parties, firms or corporations who are, or may become signatory parties to this Agreement, expressly agree to be bound by the Trust Agreement governing the Supplemental Pension Trust, which is incorporated by reference herein, and shall pay monthly in accordance with the Trust Agreement, the sums as indicated in Schedule A for all compensable hours under this Agreement. The details of the Supplemental Pension Plan established by the Supplemental Pension Trust shall continue to be controlled and administered by a Joint Board of Trustees composed of an equal number of Employee Trustees appointed by the Union and an equal number of Employer Trustees appointed by Employers who are signatory to the Trust Agreement. 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 an Employer or a regular paid employee of an Employer.

D. National Pension. Pension. All persons, parties, firms, or corporations coming under the scope of this Agreement, who are or may become signatory parties to this Agreement, agree that the existing Plumbers and Pipefitters National Pension Fund ("National Pension") shall continue in full force and effect and an appropriate depository for the National Pension contributions referred to herein. All persons, parties, firms or corporations who are, or may become signatory parties to this Agreement, expressly agree to be bound by the Trust Agreement governing the National Pension, which is incorporated by reference herein, and shall pay, monthly in accordance with the Trust Agreement, the sums as indicated in Schedule A for all compensable hours under this Agreement. The details of the National Pension Plan established by the National Pension Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the union and employers as determined by the Trust Agreement governing the National Pension.

E. Apprenticeship and Training. The parties' signatory hereto agrees to maintain a Joint Apprenticeship Committee. Said Committee shall formulate and operate an Apprenticeship Program in the local areas in accordance with the respective Apprenticeship Law as approved by U.S. Department of Labor or the respective State Apprenticeship Council. All persons, parties, firms, or corporations coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing Plumbers and Steamfitters Local Union No. 375 Apprenticeship and Journeyman Training Trust Fund ("Training Trust"), shall continue in full force and effect and be an appropriate depository for the contributions referred to herein. All persons, parties, firms, or corporations who are or may become signatory parties to this Agreement expressly agree to be bound by the Trust Agreement governing the Training

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Trust, which is incorporated herein, and shall pay monthly in accordance with the Trust Agreement, the sums as indicated in Schedule A for all compensable hours under this Agreement. The details of the apprenticeship and training trust established by the Training Trust shall continue to be controlled and administered by a Joint Board of Trustees composed of an equal number of Employee Trustees appointed by the Union and an equal number of Employer Trustees appointed by Employers who are signatory to the Trust Agreement. 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 an Employer or a regular paid employee of an Employer.

F. Pipeline Training. All persons, parties, firms, or corporations coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing Fairbanks Pipeline Training Center Trust ("FPTCT"), shall continue in full force and effect and be an appropriate depository for the contributions referred to herein. All persons, parties, firms, or corporations who are or may become signatory parties to this Agreement expressly agree to be bound by the Trust Agreement governing the FPTCT, which is incorporated herein, and shall pay monthly in accordance with the Trust Agreement, the sums as indicated in Schedule A for all compensable hours under this Agreement. The details of the apprenticeship and training trust established by the FPTCT shall continue to be controlled and administered by a Joint Board of Trustees composed of an equal number of Employee Trustees appointed by the Union and an equal number of Employer Trustees appointed by Employers who are signatory to the Trust Agreement.

F. Labor Management. In addition to the per hour wage rate, the Employer shall contribute to UA Local 375/Mechanical Contractors of Fairbanks Labor Management Trust Fund ("LMCC") the sums as indicated in Schedule A for all compensable hours under this Agreement. The LMCC is a jointly created LMCC with federal tax exempt status under Section 501(a) of the Internal Revenue Code. The general purposes of the LMCC include the improvement and development of the plumbing and pipefitting industry through public education, communication, cooperation and marketing and job support initiatives.

G. Contribution to Funds. For the Purpose of this Section, all the contributions to the Trusts and related funds shall be due and payable at the office of the Trusts or such other place or places as established by the Trustees of each respective Trust in regular monthly installments. Each contribution to the Trusts shall be made promptly and in any event on or before the 15th day of the calendar month in which it becomes due and payable or such other due date the Trustees of each respective Trust may establish. Each monthly contribution shall include all payments which have accrued in the interim for work performed up to the close of the individual Employer's payroll period ending closest to the last day of the preceding calendar month. Each monthly contribution shall be accompanied by a simple report in a form prescribed by the governing Board of Trustees.

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The Employer and the Union acknowledge that time is of the essence in payments to the Trusts and other funds covered by this Agreement. The Employer and the Union have considered evidence that the Trusts and other funds incur added administrative costs directly as a result of late payments. The failure of employers to promptly report the names and compensable hours during each reporting period is especially burdensome in administration of employee accounts and collecting delinquent contributions. These added costs are difficult or impossible to predict and determine because each case is different and there is no effective way to account for the added expenses incurred in each case. Both the Employer and the Union wish to avoid the cost and uncertainty of determining these added costs in the event of delinquent contributions in the future. Therefore, they agree that liquidated damages are reasonably estimated at 20% of the delinquent contributions or \$100, whichever is greater.

The Employer accepts the Trust Agreement provisions for interest at the rate of 12% per annum from the 15th day of the calendar month in which contributions become due and payable or the rate as determined by the governing Board of Trustees on all delinquent contributions and any judgments taken against the Employer. The Employer agrees to be liable for all reasonable costs incurred in the collection of delinquent contributions, including but not limited to audit costs and attorney fees (with a minimum of \$100) without regard to the nature of the action or the forum in which the collection action takes place. Contributions required under this Agreement are due for compensable hours on any person who performs bargaining unit work covered by this Agreement.

H. Allocation in the Event of a Delinquency. For the Purpose of this Article, in the event the Employer fails to pay amounts owed under this Agreement, any funds subsequently paid or collected, shall be applied to any amounts owed in the following order: PTO/Vacation (if any); Supplemental Pension; National Pension, Health and Security; Pension; Apprenticeship; FPTCT; and Labor Management. In the event that funds are collected for compensable hours on a specific project, the funds will be allocated as specified in the preceding paragraph based on the compensable hours of the employees on the specific project, unless the parties or Trustees direct otherwise.

I. Information on Trust Agreements. It is understood that the Union and Employers are parties to the Trust Agreements herein referenced (excluding Industry Trust Fund), and therefore shall be furnished, upon written request, full information on the actions of the Trustees and the operations of the Trusts.

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

PLUMBERS & STEAMFITTERS UA
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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 paycheck 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.

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:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECT. DATE</u>
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

PLUMBERS & STEAMFITTERS UA
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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.

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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.

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.

PLUMBERS & STEAMFITTERS UA
LOCAL 375

January 6, 2025

Trans Alaska Pipeline Maintenance and Construction

The following is the Local 375 Plumbers & Pipefitters wage and benefit package per the TAPS agreement effective January 6, 2025.

<u>Job Classification</u>	<u>Wage</u>
General Foreman	\$52.98 (10% over 1A)
Foreman	\$50.57 (5% over 1A)
Journeyman Pipefitter	\$46.16
Welder	\$46.16
Certified Pipeline Welder (1A)	\$48.16 (Flat \$2.00 over Journeyman)
Oil Spill Responder I	Add \$2.00 to the appropriate hourly rate

Benefits

Pension	\$10.70
National Pension	\$0.16
Supplemental Pension	\$1.60
Health	\$12.45
JATC	\$0.85
FPTC	\$0.10
ERISA	\$0.07
Total	\$25.93

Union Dues check off is 4% of the gross wages. Voluntary deduction is \$0.15 per hour.

If you should have any questions, please feel free to call this office at (907) 479-6221.

Sincerely,



Clayton Bessette
Business Manager

PLUMBERS & STEAMFITTERS UA
LOCAL 375

January 6, 2025

Trans Alaska Pipeline Maintenance and Construction

The following is the Local 375 Plumbers & Pipefitters wage and benefit package per the TAPS agreement effective January 6, 2025.

<u>Job Classification</u>	<u>Wage</u>
Pipefitter Apprentice	\$36.93

Benefits

Pension	\$6.59
National Pension	\$0.16
Supplemental Pension	\$1.20
Health	\$12.45
JATC	\$0.85
FPTC	\$0.10
ERISA	\$0.07
Total	<u>\$21.42</u>

Union Dues check off is 4% of the gross wages. Voluntary deduction is \$0.15 per hour.

If you should have any questions, please feel free to call this office at (907) 479-6221.

Sincerely,



Clayton Bessette
Business Manager

**TRANS ALASKA PIPELINE MAINTENANCE AND
CONSTRUCTION AGREEMENT**

JANUARY 1, 2025 THROUGH DECEMBER 31, 2028

TEAMSTERS LOCAL 959

SCHEDULE A

**HIRING PROVISIONS, FRINGE BENEFITS,
CLASSIFICATIONS, AND WAGE RATES**

ARTICLE I

Section 1. Basic Qualifications.

- (a) The Employer is obliged to accept employees and owner-operators dispatched by the Union from its hiring hall only if they are qualified employees, that is, employees who have had at least three (3) years of actual practical experience in the building, heavy and highway construction industry. However, an employee will be deemed to have basic qualifications upon the completion of a Teamster approved training program designed to qualify the employee for the particular job(s).
- (b) The Employer shall be obliged to accept Union dispatch only of those Technical Engineers who have met the requirements of the Alaska Technical Engineers, Local 959, which, at a minimum, include the following:

- 1. By periodically passing a written examination and by having worked in the capacity of the classification as follows: Party chief, two (2) years field experience; associate party chief, one (1) year field experience; instrumentperson, six (6) months field experience; chainperson, three (3) months field experience or by successfully having completed an approved survey course.

However, an employee may be deemed to have basic qualifications upon the completion of a Teamster approved training program for either an instrumentperson or a chainperson classification. Employers agree to participate with the Union in preparing a suitable examination.

- 2. Or by having worked as of the time a person applies for a period of six (6) months in that classification for an Employer who is party to this Agreement provided that the person has not been discharged for cause while working in that classification. In either event, the person must pass the written examination.

Section 2. Obligation to Hire Through the Union.

All bargaining unit employees, including owner-operators, shall be hired through the Union except where the Union cannot or will not dispatch persons with the minimum qualifications specified in Section 1 above, in which event, the Employer is free to hire employees from any source available at the time. The Contractor retains the right to reject any job applicant referred by the Union. The reasons for rejection shall be stated in writing to the Union.

Section 3. Referral by the Union/Non-Construction Calls.

The Union shall maintain the registration lists and upon the request of an Employer, the Union shall refer registrants from the lists in the following manner:

All non-construction calls are bid according to an established bid date, which appears on the receipt, and will be processed in accordance with past practices which are in conformity with the established hiring hall procedure.

The Employer agrees, when calling the Union for workers, to designate a responsible representative for each project whom the Unions shall recognize as the agent of the Employer with authority so to hire. Furthermore, the Union shall be notified in writing as to the names of the authorized representatives and the parties mutually agree that employment will be made only through such persons designated by the Employer.

Section 4. Exceptions to the Referral Procedure.

The following exceptions to the referral procedure outlined in Section 3 above shall be recognized:

- (a) Requests for key persons to act as supervisors shall be honored without regard to the requested person's place on the Work list. Requests by the Employer for key persons to act as General Foremen and Foremen (non-working), Chief of Parties, Party Chief, and/or Office Survey Technician or Supervisors shall be honored without regard to the requested person's place on the Work list. Employees hired under the provisions of this hiring Agreement shall not be utilized as a working Foreman and/or reduced to a lower classification nor their employment as a Foreman, Party Chief, or Office Survey Technician shall not qualify them for a call back unless prior approval has been granted by the Union or until the employee has worked for 1200 hours for the Employer under this Agreement. The job steward will be the first working journeyman hired and/or dispatched at the Union's discretion and the last working journeyman laid off provided he is qualified for the last job. A General Foreman or a working Foreman will be dispatched prior to the shop steward at the Contractor's request.
- (b) Requests for a particular person previously employed by the Employer or a joint venture, of which the Employer was a member, will be acknowledged.
- (c) Requests for college students (seeking summer employment only) shall be honored without regard to the requested person's place on the list, provided that such students be sons or daughters of the Employer or management officials or of Teamsters working under this Agreement, and providing further that no more than one (1) such management requested student be employed for each ten (10) Teamster employees employed by the Employer. For each person dispatched as a college student of management under this provision, the Employer shall employ a son or daughter of a Teamster on the next call for an employee.
- (d) Where the Employer engages in a joint venture, persons employed by any of the joint ventures may be transferred to the job or called for by name without regard to

the requested person's place on the list, if the requirements of (a) and (b) above have been met by any of the joint ventures.

- (e) Requests for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the work list in relation to other registrants in the same area. Residence for the purpose of this section shall mean that the individual shall have resided in the area for a period of six (6) months immediately prior to the date of the request. Documentary proof must be made by the local hire prospect to the Employer and the Union.
- (f) The Employer and the Union agree that there will be no unlawful discrimination in hiring or referral of workers and that nothing contained in these hiring hall provisions shall prohibit the Union from dispatching to comply with state or federal affirmative action requirements.

Section 5. Request for People with Special Skills and Abilities.

Bona fide requests for employees with special skills and abilities will be honored with the following provisions: The dispatcher shall refer persons possessing such skills and abilities in the order in which their names appear on the list. The decision of the dispatcher in referring registrants is appealable to the Joint Hiring Committee. Non-driver special skills will not be utilized in other classifications without prior approval of the Union. Special skills shall be defined as follows:

- (a) Lowboy drivers where required to breakdown or load Cats, Cranes, or other similar type equipment.
- (b) Material coordinator, purchasing agent, partsmen, warehousemen and/or related computer operators where required to have knowledge of special federal numbers or other parts, materials or nomenclatures.
- (c) Tiremen where required to repair and maintain oversize tires and/or equipment.
- (d) Greaser when servicing specialized equipment.
- (e) Air cushion or similar type vehicles (land or sea).
- (f) Ambulance/Fire Truck Drivers (EMT certified), Field Safety and Health Technicians.
- (g) Captains, Pilots and Loadmasters (air and water).
- (h) Vacuum Trucks, Foam/Oil Distributor Drivers.
- (i) Delta, Commanders, Rollagons, and similar type equipment.

- (j) Riggers (air/water/oilfield).
- (k) Concrete Mixer Driver and Batch Truck Drivers.
- (l) Air/Sea and Land Traffic Controllers.
- (m) Super Vacuum Trucks/Cacasco Trucks/Heat Stress Trucks.
- (n) Push/Pull Trucks, Jeeps.
- (o) Such other classifications that may arise during the terms of this Agreement.

Section 6. Hiring on Outside Where Union Does Not Have People.

In the event that the Union is unable to fill a requisition within a forty-eight (48) hour period (Saturdays, Sundays, and holidays excepted), the Employer may employ without reference to the referral procedure. In such an event, the Employer will notify the Union of the names and dates of such hirings within forty-eight (48) hours of such hirings.

ARTICLE II HIRING OF PERSONS REGISTRATION REQUIREMENT PROCEDURE

Section 1. Registration Procedure.

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 required to furnish such data, records, name(s) of employers, length of employment, and licenses, as may be deemed necessary, and all the applicants shall complete such forms for registration as shall be submitted to them. Applicants for employment shall also list any special skills they may possess.

Section 2. Referral Will Be Non-Discriminatory.

Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect of or obligation of Union membership, policies, or requirements, or upon race, color, creed, age, sex, or national origin as those concepts are defined by applicable federal or state law.

Section 3. Fee May be Charged to Non-Members.

Applicants who are not members of the Union may be charged such reasonable fee as may be lawful, for the use of the hiring hall.

ARTICLE III UNION SECURITY

Section 1. Checkoff of Dues.

- (a) Upon signed written authorization by an employee, the Employer agrees, to deduct from the wages of each employee covered under this Agreement, the current Union supplemental dues as agreed to by the bargaining unit or as prescribed in the Local Union's bylaws. Such deductions shall be transmitted to the Union within ten (10) days following the end of each calendar month. Appropriate transmittal forms shall be supplied to the Employer by the Union.
- (b) The above deductions shall be made by the Employer so long as such payments are deemed in compliance with applicable law, and the Union agrees to indemnify the Employer for any litigation costs, expenses or liabilities which the Employer may incur from compliance with this provision.
- (c) A lien shall be created from any and all checkoffs and payments required by the Employer in favor of the employee as now exists by statute, which lien rights shall be cumulative in nature during the life of this Agreement.
- (d) Should the Employer fail to deduct the proper dues checkoff from the employees, the Employer shall be liable for such deductions.

ARTICLE IV FIRST AID, SANITATION, AND ACCIDENT PREVENTION

Section 1. Conformation to all Health and Safety Regulations.

The Employer and the employee will conform to all Federal and State health and safety regulations applicable to work covered by this Agreement.

Section 2. Notice of Injury.

The Employer will notify the nearest office of the local Union immediately of all injuries of a critical nature and shall furnish all details of such injury. Lost time injuries of a non-critical nature, but which cause more than seven (7) days lost time, which come to the attention of the Employer will also be reported to the Union.

ARTICLE V WAGES AND CLASSIFICATIONS

The work coming under the jurisdiction of the Union and covered by the terms of this Agreement includes driving of necessary equipment used for transportation of workers, equipment and materials, warehousing and storage of equipment and materials controlled by the Employer and on-site field surveying as indicated in the following classifications.

It is further agreed that historic jurisdictional agreements and decisions of record will be observed.

See current Wage & Fringe Benefit Schedule

Group IA

1. Lowboys including attached trailers and jeeps, including 12 axles (over 12 axles or 150 tons to be negotiated between the Union and the Employer)
2. HD Tireman
3. Material Coordinator

Group I

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 and Land Traffic Controllers;
7. Ambulance/Fire Truck Drivers (EMT Certified) and Field Safety and Health Technicians
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. Tireman, heavy duty
12. Purchasing Agent
15. Turn-O-Wagon or DW-10, not self loading;
16. All Delta's, Commanders, Rollagons, and similar equipment;
17. Mechanics;
18. Dump Trucks (including rockbuggy and trucks with pups) over 20 yards up to and including 40 yards;
19. Super Vac Truck, Cacasco/Heat Stress Trucks

20. Ready-mix 8-1 /2 yards up to and including 12 yards;
21. Partsman;
22. Dump Trucks (including rockbuggy and trucks with pups) over 10 yards up to and including 20 yards;
23. Oil Distributor Drivers;
24. Water Wagon, when pulled by Euclid or similar type equipment;
25. Trucks/Jeeps (push or pull);
26. Expeditor (electrical and fitting materials);
27. Semi or Truck and Trailer;
28. Stringing Truck;
29. Fuel Truck, Fuel Handler and Truck;
30. Vacuum Trucks;
31. Buggymobile;
32. Dumpster;
33. Tireman, light duty;
34. Dump Trucks (including Rockbuggy and trucks with pups) up to and including 10 yards;
35. Gin Pole Driver;
36. Track Truck Equipment;
37. Grease Truck/Greaser;
38. Flat Beds, Dual rear axle;
39. Hyster Operators (handling bulk aggregate);
40. Lumber Carriers;
41. Water Wagon, Semi;
42. Water Truck, Dual axle;
43. Gin Truck, Winch Truck, wrecker, flat bed including "A" Frame manufactured rating over 5 tons;
44. Bull Lifts and Fork Lifts, Fork Lifts with Power Boom and Swing attachments, over 5 tons;
45. Front End Loader with/forks;
46. Bus Operators;
47. All Terrain Vehicles;
48. Boom Truck/Knuckle Truck over 5 tons;
49. Foam Distributor Truck Dual Axle;
50. Hydro Seeders-Dual Axle;
51. Truck Vacuum Sweepers;
52. Loadmaster (air and water operations);
53. Air Cushion or similar type vehicle;
54. Fire Truck/Ambulance drivers;
55. Combination Truck-Fuel and Grease;
56. Compactor (when pulled by rubber tired equipment);
57. Rigger (air/water/oilfield); 28. Warehouseperson;
58. Expediter.
59. Ready Mix, up to and including 8 yards.
60. Gravel Spreader Box Operator on Truck;

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61. Flat Beds, Single rear axle;
62. Boom Truck/Knuckle Truck up to and including 5 tons;
63. Pickups, Buffer & Tack Trucks {pilot cars and all light duty vehicles};
64. Water Truck, Single axle;
65. Gin Pole Truck, Winch Truck, wrecker, flat bed including "A" Frame manufactured rating 5 tons and under;
66. Bull Lifts and Fork Lifts, Fork Lifts with Power Boom and Swing attachments, up to and including 5 tons;
67. Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project);
68. Foam Distributor Truck Single axle;
69. Gear/Supply Truck;
70. Hydro Seeders - Single axle;
71. Team Drivers (Horses, Mules, and similar equipment);
72. Rigger -warehouse operation;
73. Fuel Handler (station/bulk attendant);
74. Swamper/Helper

**See current Wage & Fringe Benefit Schedule
Technical Engineers'**

Classifications

Chief of Parties
(10% over Group IA wage)

Party Chief / Office Technician
(5% over Group IA wage)

Group I

1. Associate Party Chief
2. Stakehop/Grademan
3. Chainperson

In the event that during the term of this Agreement, employees work in a classification not described herein, the hourly wage scale of these classifications will be negotiated.

- (a) Dump trucks including rockbuggy and trucks with pups, including 2-axle, 3-axle, and all other types of these capacities. "Yards of capacity" are based on actual water measurement and are usually found on the data plate attached by the manufacturer. If side boards are used, the cubic yards held by the side boards are determined by measurement, and that amount is added to the actual water level measurement to determine the proper rate.

- (b) Foremen shall be paid five percent (5%) per hour over the Group IA wage. Party chiefs shall be paid five percent (5%) over the Group IA wage. This requirement shall pertain to each shift.
- (c) General foremen shall be paid ten percent (10%) per hour over the Group IA wage. Chief of parties shall be paid ten percent (10%) over the Group IA wage. This requirement shall pertain to each shift.
- (d) The naming of the foreman and general foreman classifications above does not imply that the Employer is required to employ men in each classification, and the Employer shall be the sole judge as to the number of men to be employed.

Technical Engineer Crew Makeup.

- (a) A four (4) person crew shall consist of at least a party chief, associate party chief, head chainperson, and chainperson or apprentice.
- (b) A three (3) person crew shall consist of at least a party chief, associate party chief, and a chainperson or apprentice.
- (c) A two (2) person crew shall consist of at least a party chief and associate party chief.
- (d) Whenever one (1) technical engineer is called out to set horizontal and vertical control and maintain as-built data, such as on a sewer and water project, that person's rate shall be that of a party chief.
- (e) Whenever four (4) or more crews are employed by the same Employer on the same job, the Employer shall employ a chief of parties to coordinate crew assignments and supervise the crews. The person's rate shall be ten percent (10%) over the Group IA wage.

Apprentices:

- (a) Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Employer may employ apprentices to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- (b) The employment and disposition of apprentices shall be according to procedures set forth in the Joint Apprenticeship Training Committee (JATC) Standards as approved by U.S. Department of Labor, Office of Apprenticeship for the Alaska Teamster-Employer Service Training Trust.
- (c) All apprentices shall be dispatched from an availability list maintained by the Joint Apprenticeship Training Committee.

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- (d) **Construction Driver Apprentices.** The Construction Driver apprentice wage rate shall be established as a percentage of the Group 1 wage rate contained in this Collective Bargaining Agreement. The apprentice shall receive all other applicable fringe benefits as specified in this Agreement.

Apprentices shall be paid wages based on eight percent (80%) of the Group IA wage rate.

The ratio of Construction Driver Apprentices to journey workers shall not exceed a ratio of 1:1, 1:5, that is, with the first journey worker on the job, one (1) apprentice is allowed; when five (5) additional journey workers are on the job, another apprentice is allowed. The ratio will continue at the 1:5 rate.

- (e) **Surveyor Assistant, Instruments.** Surveyor Assistant Apprentices shall be paid wages based on eighty percent (80%) of the Group IA wage rate.

ARTICLE VI ALASKA TEAMSTER-EMPLOYER WELFARE PLAN

Section 1.

See current Wage & Fringe Benefit Schedule

The Employer shall contribute, in accordance with the current wage and benefit schedule, for each hour of compensation earned by each employee during a given month to the Alaska Teamster-Employer Welfare Trust Fund, for the purpose of providing a welfare plan for the employees.

Section 2. Trust Agreement.

The details of the plan will be determined by the Board of Trustees of the Alaska Teamster Employer Welfare Trust Fund in accordance with the Trust Agreement of January 30, 1960, which created the Trust 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 union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

Section 3. Payment of Contributions.

The contributions shall be paid to the Trust Fund for all compensable hours by the tenth (10th) day of the month following the month in which the employee(s) worked. The current reporting procedure is as follows: Contributions not received by the bank by the fifteenth

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(15th) day of the month following the month in which the work was performed shall be deemed delinquent. If the fifteenth (15th) day of the month falls on a Saturday, Sunday, or Legal Holiday, delinquency shall be presumed to occur on the next regular business day. The Trust Fund will furnish the transmittal forms.

Section 4. Employer's Liability.

If the Employer's delinquency results in an employee being unable to receive the benefits of the health and welfare plan, the Employer 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.

ARTICLE VII ALASKA TEAMSTER EMPLOYER PENSION TRUST

Section 1.

See current Wage & Fringe Benefit Schedule

The Employer shall contribute in accordance with the current wage and benefit schedule, for each hour of compensation earned by each employee represented by the International Brotherhood of Teamsters, Local 959 during a given month, to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the employees. The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Pension Trust Fund, in accordance with the Trust Agreement of June 21, 1966, which created the Trust 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 union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

(a) **Rule of 85 Pension Program.** Certain bargaining unit members of Teamsters Local 959 (except Technical Engineer bargaining unit members), performing work under the Trans Alaska Pipeline Maintenance and Construction Labor Agreement, have chosen to participate in Local 959's Rule of 85 Pension Program. The program is designed to fund an earlier retirement age for the participants in the Program and is not computed as a part of the participant's monthly retirement benefit. Under the terms of the Rule of 85 Pension Program, the Employer is required to pay an additional surcharge of twenty percent (20%) of the employee's hourly contribution rate other owed under Article VII, Section 1. Neither this nor any other agreement with the Employer may terminate the Employer's obligation to pay the surcharge.

Section 2.**See current Wage & Fringe Benefit Schedule**

The Employer shall contribute, in accordance with the current wage and benefit schedule, for each hour of compensation earned by each Technical Engineer represented by the International Brotherhood of Teamsters, Local 959 during a given month, to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the employees. The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Pension Trust Fund, in accordance with the Trust Agreement of June 21, 1966, which created the Trust 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 union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

Section 3. Payment of Contributions.

The contributions shall be paid to the Trust Fund for all compensable hours by the tenth (10th) day of the month following the month in which the employee(s) worked. The current reporting procedure is as follows: Contributions not received by the bank by the fifteenth (15th) day of the month following the month in which the work was performed shall be deemed delinquent. If the fifteenth (15th) day of the month falls on a Saturday, Sunday, or Legal Holiday, delinquency shall be presumed to occur on the next regular business day. The Trust Fund will furnish the transmittal forms.

Section 4. Additional Pension Fund.

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.

**ARTICLE VIII
WESTERN CONFERENCE OF TEAMSTERS
PENSION TRUST****Section 1. Employer Hourly Western Conference Contributions.**

The Employer shall contribute seventy-two cents (\$0.72) for each hour of compensation earned by each employee, except for Technical Engineers, during a given month to the Western Conference of Teamsters Pension Trust Fund, for the purpose of providing a pension plan for the employees. The details of the plan will be determined by the Board of Trustees of the Western Conference of Teamsters Pension Trust Fund in accordance with the Trust Agreement of April 26, 1955, which created the Trust 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

TEAMSTERS AND ALASKA TECHNICAL ENGINEERS
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the union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

Section 2. Payment of Contributions.

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.

Section 3. Employer Liability.

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

ARTICLE IX DELINQUENCIES

Failure of the Employer to make the contributions to the employee benefit programs provided for in this Collective Bargaining Agreement 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 Employer to transmit dues deducted from wages of employees pursuant to dues checkoff authorization to the Union at the same time the Employer 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

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.

ARTICLE X ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST

Section 1. Employer Hourly Service Contributions.

The Employers are signatory to a Trust Agreement establishing the Alaska Teamster-Employer Service Training Trust effective July 1, 1974. It is understood that under the provisions thereof, the Employers, shall contribute to the Trust Fund, in accordance with the current wage and benefit schedule, for each compensable hour accredited to Teamsters in their 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 compensable hours and are not to be included in wages or in computation of overtime.

ARTICLE XI FAIRBANKS PIPELINE TRAINING CENTER 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 designated amount, as per the annually published wage and fringe benefit rates sheet, 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 (15th) day of the month following the month in which contributions were earned. The details of the plan will be determined by the Board of

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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.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Owner-Operators - Leased Equipment.

- (a) The Contractor or Subcontractor shall refer to the Local Union all owner-operator or drivers of equipment for clearance before work begins. Owner-operators may exercise their preferential right to rehire by former Employers only in the status of owner-operators.
- (b) Owner-operator is an individual that holds legal or registered title to a motor vehicle or to the power equipment unit thereof in his or her name and who personally drives such vehicle or unit in the performance of work covered by this Agreement.
- (c) Owner-Operators Treated as Employees. Except for legitimate subcontractors, all driver-owners of equipment used in operations covered by this Agreement, whether leased or rented by the Employer, shall be employees on the payroll of said Employer, and all hiring provisions and conditions of this Agreement shall be applicable to such drivers.
- (d) Owner-Operator Limited to Single Shift. No owner-operator shall be permitted to drive more than a single scheduled shift.
- (e) Employees of Leased or Rented Equipment In case of leased or rented equipment, driverowners or employees hired by the driver-owner shall be compensated for their services as an employee in an amount not less than provided for in this Agreement including any amount to which such drivers would be entitled for health and welfare, pensions, and for such other fringe benefits covered by this Agreement. This amount shall be separately itemized and separately paid, and shall not in any case be mingled with the amount due the driver as compensation for truck rental.

It is further agreed that the intent of this clause is to insure the payment of the scale of wages provided in this Agreement and to prohibit any violation of Federal or State Laws, etc.

Section 2. Man Haul. The Employer agrees that man hauls will be provided for the transportation of the employees, and where feasible, shall be driven by a qualified Teamster.

Section 3. Maintenance of Equipment.

When an Employer is performing the fueling, cleaning (including steam cleaning), lubricating, tire and battery service, said work may be performed by Teamsters.

Section 4. Tools.

- (a) Engineering employees shall not be required to furnish any surveying equipment, transits, levels, chains, etc., or any small supplies such as, but not limited to, field books, stakes, hob nails, lead holders, flagging, rods, etc.
- (b) Engineering employees shall not be required to furnish their own transportation at the job site or tools to perform their work assignments.

**ARTICLE XIII
DURATION**

This Schedule A is part of the Trans Alaska Pipeline System Maintenance and Construction Agreement between the Trans Alaska Pipeline System Maintenance Contractors Association and the Alaska Petroleum Joint Crafts Council, with terms and conditions as stated in the Articles of the Trans Alaska Pipeline System Maintenance and

Construction Agreement. This Schedule A shall extend for the same term of Agreement as the Trans Alaska Pipeline System Maintenance and Construction Agreement and notice of opening or termination under the provisions of the Trans Alaska Pipeline System Maintenance and Construction Agreement shall constitute simultaneous notice of opening or termination of this Schedule A.

**ARTICLE XIV
401(K) PLAN**

The Employer agrees to participant in the Supplemental Income 401(k) Plan, a plan intended to conform to the requirements of Internal Revenue Code Section 401(k) for certain tax exempt, employee contributory plans. The Employer's obligations to the Plan created by this Agreement are limited to:

- (1) the timely execution of the Plan's Subscriber Agreement; and,
- (2) the timely payment of that portion of their wages employees elect to pay into the Plan.

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**PREMIUM PAY SHIFT WORK FOR TCC, LLC
VALDEZ, ALASKA**

Specific only between TCC, LLC and Laborers Local 341, Teamsters Local 959, and Operating Engineers Local 302, the parties recognize the following changes to the payment of overtime for shift work outside of an employee's regularly scheduled shift and applicable only to TCC, LLC in Valdez only.

For employees working a regular one (1) week on/one (1) week off shift, in the event the employee is called into work on the employee's scheduled week off, the employee shall receive premium pay of one and one-half (1-1/2) times their regular rate of pay for all hours worked during the off shift. This provision shall not apply when the employee is voluntarily working the shift of another employee (commonly referred to as a "shift trade").

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TRANS ALASKA PIPELINE SYSTEM (TAPS) Summary
Contract 01/05/2009 – 01/01/2012, extended to 12/31/2028.
Wage & Fringe Benefits
6% increase in 2025

RULE of 85

WAGES & FRINGE BENEFITS EFFECTIVE 1/6/2025 (KOJ-64)

General Foreman	\$50.09 (10% over Group 1A wage)
Foreman	\$47.82 (5% over Group 1A wage)
Group 1A	\$45.54 (\$2.00 over Group 1 wage)
Group 1	\$43.54
Driver Apprentice Level 1	80% of Group 1 (\$34.83)
Pension	\$7.30
Pension Supplemental (56%)	\$3.86
Health & Welfare	\$10.50
Fairbanks Pipeline Training Center	\$0.10
Western Conference of Teamsters Pension Trust	\$0.72
Apprenticeship Training	\$1.22
Dues Checkoff	0.019 (1.9%)

*Assigned positions of Oil Spill/ARFF responders add \$2.00 to the appropriate hourly rate.

Note: Rule of 85 is twenty percent (20%) based off the current pension rate for a total of \$1.46.

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TRANS ALASKA PIPELINE SYSTEM (TAPS) SUMMARY

Contract 01/05/2009-01/01/2012 extended to 12/31/2028.

Wage & Fringe Benefits

6% Increase in 2025

Without Rule of 85

WAGES & FRINGE BENEFITS EFFECTIVE 1/06/2025 (KOJ-64)

General Foreman	\$50.09 (10% over Group 1A wage)
Foreman	\$47.82 (5% over Group 1A wage)
Group 1A	\$45.54 (\$2.00 over Group 1 wage)
Group 1	\$43.54
	.
Driver Apprentice Level 1	80% of Group 1 (\$34.83)
Pension	\$7.85
Pension Supplemental (56%)	\$3.23
Health & Welfare	\$10.50
Fairbanks Pipeline Training Center	\$0.10
Western Conference of Teamsters Pension Trust	\$0.72
Apprenticeship Training	\$1.30
Dues Checkoff	0.019 (1.9%)

*Assigned positions of Oil Spill/ARFF responders add \$2.00 to the appropriate hourly rate.

TEAMSTERS AND ALASKA TECHNICAL ENGINEERS
LOCAL 959

TRANS ALASKA PIPELINE SYSTEM (TAPS) SUMMARY

Contract 01/05/2009-01/01/2012 extended to 12/31/2028.

Wage & Fringe Benefits

6% Increase in 2025

TECHNICAL ENGINEERS

WAGES & FRINGE BENEFITS EFFECTIVE 1/06/2025 (KOJ-64)

Chief of Parties	\$50.09 (10% over Group 1A wage)
Party Chief/Office Technician	\$47.82 (5% over Group 1A wage)
Group 1A	\$45.54 (\$2.00 over Group 1 wage)
Associate Party Chief	\$43.54
Tech. Apprentice Level 1	80% of Associate Party Chief (\$34.83)
Pension	\$8.40
Pension Supplemental (56%)	\$3.91
Health & Welfare	\$10.29
Fairbanks Pipeline Training Center	\$0.10
Western Conference of Teamsters Pension Trust	N/A
Apprenticeship Training	\$1.00
Dues Checkoff	0.019 (1.9%)

*Assigned positions of Oil Spill/ARFF responders add \$2.00 to the appropriate hourly rate.