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***JUN 19 2017***

June 15, 2017

*REGIONAL D!REC*

Northcentra/ RegTo R

Ms. Megan Lehman PA DEP

North-Central Regional Office Waterways and Wetlands Program 208 West 3rct Street, Suite 101

Williamsport, Pennsylvania 17701 Dear Ms. Lehman:

I provided you the written comments on Chapters 102 and 105 submitted by the "Teamsters National Pipeline Training Fund" on the Atlantic Sunrise Pipeline Project at the hearing held at Bloomsburg High School.

In reviewing my copy it seems Exhibits F and G were not attached to the comments.

I have enclosed them and request you attach them to our written comments. Your assistance in this request is greatly appreciated.

Ifyou have any questions I can be reached at (703) 508-8690.

Sincerely,

*'!*

Richard Stern, Administrator Teamsters National Pipeline Labor Management Cooperation Trust and Training Fund

Enclosure

Mr. Richard Stem 1104 N Kentucky St Arlington, VA. 22205

EXHIBIT F

#### pipeline conslmction work, are considered key me!l. It is anticipated that the number of regular

cmpioyees shall not be more than a majority of fue total number required 'but fuere shall be no

!imiiation on !he classificafion of such reguiar employees, with the understmgi!lg lhat these

classiffoations will he &stnouted as evenly as possible. -· ·· - ·- · · ··· =""=

(J) It iis miderstood and agreed that the above iinrltations shall not apply to the

pipeline str.i.nging operations.

### (K) Tll.e hlring of men maddition to the Employer's regull!f employees, either at the start of thejob or later,shall be conducted inthefollowing manner:

1. In the event a valid non-discriminatory exclusive referral procedure has been established by collective bargaining between a local ofthe Union and an association of highway and heavy oontracrors in the area ln which ilie job is to be done, Union shall notify !he Association :from time to rune as to the existence of such exclusive referral procedures and Employer agrees to u-tilize such referral procedures upon the following conditions:

1. Nothing in this Agreement shall affect the Employer's inherent right to determine the competenee and qualifications of applicants for employment or of his employees and bis right to reject o:r discharge accordingly.
2. The selection of applicants for referral to jobs shall be based on a non­ discriminatozy basis and shall not be based on or in any way affected by union membersblp, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union memberslli'p, policy or requirement.
3. Vloifilnen referred under Article II t.o the contractor's job who are not able to perform the job to which they are referred because of their own lack of qualifications, or for some other reason whlch is the workman's ov.in responsibiJify; shall not be paid show­ up time.
4. Qualified applicants required by Employer at the start of the job must be referred by a local referral office within 48 hours of the receipt of Employer's request; those required hy Employer after a job has staT. ted must be referred by a local referral office within 24 hours of the receipt of Employer's request. Ifthe local referral office fails to comply with tbis condition, Employer may secure qualifioo applicants from any other source. Qualified applicants under this section must have the foilowing:
	1. Proper federal and state licenses;
	2. Proper OQ credentials where necessfu-y;
5. Pipeline or general construction work experience relevant to pipeline work or completion of a certified pipeline training coill'Se operated or approved *by* the Teamsters Pipeline Training Fund. The Teamsters and PLCA also
	* agree they willjointly review the training program on a 6-month *basis.*

*(iv)* Compliance with company Employee and safety policy standards. These

poliy standards will be pmvided

comerence. by each Employer at the pre-job

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where the particular *·ob* • 1ll no valid exc1uslve referral. meed .

met\_ *by* the referral prs d thhe proper conditions s t out *in* the area conrerence notify U . c *as* been established E *1* • e ave not been number of men whoX::J'bas onedelldf !he solleS &om whlc.h en '..: Yr *w:ill t* the pre.job

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pre eence in employment to men the area h s egular Emplyees. Employer shall giv:

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eirpen"nce. It is understood that Employer ma have ad prev10us .Pi1leline corutruction

ail emIoyee.s at thejob site ina non-dls. crimina! recruit men from other sources, Will hire dtennme the competence and qualifications of ?:. *;:\_nner,* and shall have the absolute right to dw;:harge accordingly. *PP* cants mu! employees and to reject and

3· Once the original crew been d ·

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such crew on all the work throughout the terrltmp oye ';mployer shall have the tight to keep

pre-:iob conference *was* held, regardle oflooaI Pililieulai: job for which the

(L) The Union hall post in places where notices ro employees and applicants for employment :ire ctomatil.y posted all provisions rel to the functioning of tllis hir.incr

gement, mcluding the prVlsions set forth. Thi:; Bmployor ahall silllilarly post inplaces wher notices to mi:loyees and applicants for\_eployment are customarily posted all provisions relating to the functionmg and operatmn of the hiring arrangements, including th.ese provisions.

. (M) The business representa\_tlve of tl:te Union shall have access to any job at any time, sub;ect to the owner safety and seclll'lty rules and Federal and State regulations, and .9ball notify the field office of his preseng\_e on 1hejob.prior to.entering thejoh site.The representatives o:l'the Union shall not schedule meetings which could fn any wayhinder ongoing production.

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#### STEWARDS

As soon as any work starts,including unloading, racking, or stringing of pipe or clearing of right-of-way, the Union may select any Employee of the Employer who shall aot as Steward for the Union. It is understood that the Employer will not be required to employ a Steward for any subcontract work prior to the start of operations by the Employer. The Steward shall be paid for the number of hours he actually works each day or for1he number of hours for whicn the job is set up on a daily basis.whichever is greater, except that on those days when no work is performed, then the Reporting Time Pay provisions of Article VIII will apply. The steward shall perform his work for Employer the same as \_any fuer wrke'., and sh\_all be entitled to receive the rate of pay in Article V(C) for the area Inwhich the Jb IS locateC!. .Sewards shall not be discharged without forty-eight hours' previous notice to Umon. Although tt !S agreed that there will be no non-working stewards,it is also recognized by the parties that the steward has an. important function in mamtaining harmony and cooperation on the job, and therefore his assignment should not be such to prevent llis normal function as a steward. Therefore,the JJar­ ties agree that his job assignment will be asubject to be decided at fuepre-job coei;ence. The Employer shall provide the steward a weekly record of all Teamster employees listmg date of

7

EXHIBIT G

procedure set out above, the Association will immediately contact the Federal Mectiation and Conciliation Service to obtain a list of three (3) individuals with as much experience and knowledge as possible in the pipeline construction industry. A copy of this list will be furnished to the Union, and thereafter, the PLCA and Union shall attemptto mutually agree upon one (1) of the individuals listed. Ifno agreement can be reached, the Union and the PLCA will each strike one (1) name from the list and the remaining individual will be the Arbitrator.

1. A statement of the facts shall be presented to the Arbitrator within forty-eight (48) hours after his, selection either:

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

b. , Separately, if no mutual agreement, and the Association will submit a written statement setting out the Employer's position and the Union will submit a written statemnt setting out the Uniorrs position.

1. All infonnation submitted to the Arbitrator will be in writing. No personal appearances or oral testimony will be allowed. The Arbitrator will then issue, within five (5) days, a decision based upon the evidence submitted.

(G) The Union and the Employer involved shall bear fue expense of their appointed Arbitrators. Inthe event an Arbitrator from the Federal Mediation and Conciliation Service is selected, then the Union and the Employer shall be jointly responsible for that person's expenses.

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

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## SPECIALCONDffiONS

Inorder to be more competitive incertain areas of the country, the PLCA and the Union

. may mutually gree to put into effect special wages and conditions for specific areas or projects.

. These special j¥ages and conditions will apply to the areas or projects involved for the period of time to be established by the principal parties.

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XIII.

## DRUGAND ALCOHOLTESTING

1. A Substance Abuse Policy has been negotiated by the PLCA and the International Brotherhood of Teamsters and is attached hereto and made a piµt of this Agreement as Schedule

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1. *Tf* an Employee fails a pre-employment drug or alcohol test and is so notified by 9:00 am. on the fifth business day following the day of taking the test, then fue Employee's wage rate shall not be the hourly wage rate set forth in this Agreement. Instead, the Employee shall be paid wages at a flat rate of $90 per day worked (but inno event less than the applicable

### 17

minimum wage) for all days worked prior to receiving such notification (not to exceed five (5) days) and for which no wages have yet been paid as required by this Agreement. Ifsubsequent testing reveals a false positive, the Employee will be entitled to full compensation for the period he worked and reinstatement. The results of all tests will be kept confidential between the Employee, the Employer and the Union.

XIV.

TRAINING/DOT RULES

1. Training - The Trustees of the Teamsters National Pipeline Training Fund will develop a National Pipeline Training Program for Teamsters to train in operating pipeline equipment in areas of high pipeline construction.
2. DOT Rules -The Trustees of the Teamsters National Pipeline Training Fund will develop a DOT training program to teach Teamsters the necessary skills to comply with DOT driver requirements. Part of this program w!ll be to develop a general pre-dispatch drug and alcohol testing program to be applied to all drivers seeking work under the National Pipe Line Agreement.
3. Contributions shall be made to the Teamsters National Pipe Line Training Fund and Labor-Management Cooperation Trust in accordance with Schedule "A" and the provisions above, The National Pipe Line Training Fund will establish proficiency training standards to be used in a Natibnal Pipeline Training Course, which will include specific Operator Qualification training. Regional training courses also will be set up throughout the country as necessary and will be subject to the proficiency training standards developed by the Fund. A list of Teamsters who have successfully completed the course will be made available to signatory contractors on request. Funds contributed to local training funds for pipeline work covered under the National Pipe Line Agreement should be used by the local funds to provide pipeline and OQ training. Local pipeline training will be monitored by the Teamsters National Pipe Line Training Fund.

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HISTORICAL PRECEDENT

Since the inception of the National Pipe Line Agreements, which cover all main line, cross-country pipeline construction, only four (4) Unions have been recognized, and all work relating to such pipeline construction has been performed by these four (4) Unions. They are: The International Brotherhood of Teamsters, The United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, The International "(jlnion of Operating Engineers, and the Laborers' International Union of North

America. Theirecognition of only these four (4) Unions on suchwork is hereby reaffirmed.

XVI.

INDIAN PREFERENCE IN EMPLOYMENT

The hiring procedures contained in this Agreement shall not apply in the "territorial jurisdiction" of any Indian Nation which has adopted an Indian Preference in.Employment law, provided that those persons covered by the law and seeking covered employment under this

18