

**NATIONAL PIPELINE INDUSTRY  
JOINT POLICY COMMITTEE**

K9012  
5/99-5/2004

**RULES AND REGULATIONS  
FOR  
POLICY COMMITTEE**



**PLCA**  
Pipe Line Contractors  
Association



**LIUNA**  
Laborers' International  
Union of  
North America

**COMMITTEE**

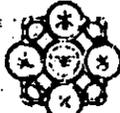
- HOWARD L. EVANS (IUOE)
- JOHN BUDZINSKI (UA)
- EDWARD M. SMITH (LIUNA)
- CHARLES P. JOYCE (PLCA)
- RICHARD STERN (IBT)
- J. PATRICK TIELBORG, Secretary



**IUOE**  
International Union of  
Operating Engineers



**IBT**  
International Brotherhood  
of Teamsters, AFL-CIO



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

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

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

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

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

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

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

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

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

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

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

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

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

#### PROCEDURAL RULES FOR POLICY COMMITTEE REGARDING JURISDICTIONAL DISPUTES

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

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

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

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

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

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

EXECUTED this 10th day of November, 1999.

SIGNED BY

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

By: John Budzinski  
John Budzinski, Policy Committee Representative

LABORERS INTERNATIONAL UNION OF NORTH AMERICA

By: Edward M. Smith  
Edward M. Smith, Policy Committee Representative

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

By: Richard Stern  
Richard Stern, Policy Committee Representative

INTERNATIONAL UNION OF OPERATING ENGINEERS

By: Howard L. Evans  
Howard L. Evans, Policy Committee Representative

PIPE LINE CONTRACTORS ASSOCIATION

By: Charles P. Joyce  
Charles P. Joyce, Policy Committee Representative

Acknowledged by: J. Patrick Tielborg  
J. Patrick Tielborg  
Managing Director and General Counsel (PLCA)  
Secretary (Policy Committee)

**NATIONAL PIPELINE INDUSTRY JOINT  
POLICY COMMITTEE**

**Decision No. 1**

**HYDROSTATIC TESTING**

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

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

**Decision No. 2**

**OPERATING ENGINEER'S EQUIPMENT**

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

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

July 25, 1968

**Decision No. 3**

**PORTABLE YARD DOUBLE JOINTING RACKS**

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

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

July 22, 1969

**Decision No. 4**

**PORTABLE YARD DOUBLE JOINTING RACKS**

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

**Decision No. 5**

**HYDROSTATIC TESTING**

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

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

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

**Decision No. 6**

**LOCAL INDUSTRY ADVANCEMENT FUNDS**

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

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

August 13, 1970

**Decision No. 7**

**BUFFING AND GRINDING**

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

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

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

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

**Decision No. 8**

**DRESSING THE PIG**

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

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

Dated October 26, 1971.

**Decision No. 9**

**HOOKING AND UNHOOKING**

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

Dated January 29, 1975.

**Decision No. 10**

**URETHANE FOAM APPLICATOR**

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

Dated July 6, 1978.

**Decision No. 11**

**REMOVAL OF CONCRETE**

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

Dated July 6, 1978.

NATIONAL PIPE LINE AGREEMENT

7012

AGREEMENT made by and between the PIPE LINE CONTRACTORS ASSOCIATION, its contractor members and such other mainline pipe line contractors who execute an acceptance of the terms and provisions of this Agreement, hereinafter referred to as the "Employer," and THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, hereinafter referred to as the "Union."

WITNESSETH:

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

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

I.  
COVERAGE

(A) This Agreement shall apply to and cover all transportation mainline pipe line and underground cable (cable covered only when cable work is combined with or an integral part of pipe line project) work coming within the jurisdiction of Union contracted for or performed by Employer within the continental United States as such work is more fully described in Paragraphs (B), (C), (D), (E), and (F) below. Work done in the State of Alaska shall also be covered by the terms of this Agreement; provided, however, that Employer and Union shall meet to agree upon the wage rates and any conditions relating to transportation, subsistence and camp jobs which may be necessary in that State. By mutual agreement, this contract may be extended to cover other territory.

(B) Transportation mainline pipe lines coming under this Agreement are defined as follows:

The construction, installation, double jointing, rebeveling, treating, reconditioning, testing, taking-up, re-laying, or relocation of cross-country pipe lines or any segments thereof transporting coal, gas, oil, water\* or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the first metering station or connection.

The phrase "first metering station or connection" means that point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. If a metering station or connection is located on such mainline transmission line or higher pressure lateral or branch line or between two or more mainline transmission lines or higher pressure lateral or branch lines then such work is covered by this Agreement.

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

\* (Parties will negotiate special wages and conditions for water lines.)

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

(E) Fabrication and installation of all launchers, receivers and appurtenant piping and related facilities on mainline pipelines, including those portions within private property boundaries which are an integral part of the pipe line system. Employer shall have the right to perform all fabrication work on mainlines or pumping stations under either (1) the terms and conditions of this Agreement, or (2) in a permanent fabrication shop under the terms and conditions of the National Minimum Standard Agreement for a Commercial Pipe Fabricating Shop. All fabrication performed in a permanent fabrication shop must carry the United Association Union label.

(F) \*All pumping stations.

(G) Welding on steel pipe supports as well as the setting, adjusting, aligning, repairing and maintaining of associated rollers is work that is covered by this Agreement.

(H) Such pipe line construction, installation, repair, maintenance, replacement or reconditioning as may be combined with or associated or comprising an integral part of other work more particularly and usually defined as Engineering or Building Construction, tank farms, refineries, plant to plant connecting lines within city limits and city distribution lines are not covered by this Agreement.

(I) For purposes of this Agreement, wherever the words "special work" are used, they shall refer to and include the following work, and special provisions pertaining to such work are set out in Article XIX hereafter.

1. Gathering lines as described in Paragraph (C) above.
2. Marine work as described in Paragraph (D) above.
3. Short lines
4. Highway relocation
5. Change outs
6. Congested area work
7. Road crossings and cable
8. River crossings
9. Bridge crossings
10. Fabrication
11. Testing and rehabilitation
12. Take-up and salvage
13. Double jointing in the field
14. Water lines including pipe made of material other than steel

(J) If and when Employer shall perform work covered by this Agreement under its own name, under the name of another, as a corporation, company, partnership, enterprise, or any combination, including a joint venture, this Agreement shall be applicable to all such work performed under the name of Employer or the name of any other corporation, company, partnership, enterprise, combination or joint venture.

(K) All of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by Employer or any subcontractor of said Employer.

\* (See U.A. National Station Agreement)

(L) In order to preserve work customarily performed by employees working under this Agreement, it is agreed that as a primary working condition, all double jointing and rebeveling of pipe shall be performed by an Employer bound to this Agreement, except as otherwise mutually agreed upon in writing by the Union and the Pipe Line Contractors Association with relation to any particular job or project. It is further agreed that no subterfuge shall be used to avoid the intent and scope of this provision, and this Agreement shall apply to all firms, corporations or contractors owned, financed or in any way controlled by an employer bound to this Agreement. A violation of this provision shall be considered a material breach of the Agreement and shall be grounds for the Union's immediate cancellation of the Agreement with the individual Employer which has violated this provision. The Union's right to terminate the Agreement under this provision shall not be exclusive and shall not impair any and all remedies which the Union might otherwise seek for a breach of this provision.

(M) In the event new methods or new equipment (including double jointing racks) for welding or lining up pipe are utilized, the manning of such equipment and the methods to be used in operating such equipment shall be agreed upon by the Pipe Line Contractors Association and the Union.

(N) If an automatic welding process is successfully developed, and its use on work covered by this Agreement results in the displacement of employees who would otherwise have been hired to perform such work, at the request of either party, representatives of the Pipe Line Contractors Association and the Union will meet for the purpose of determining an equitable means of continuing the benefits to which such employees are entitled under the Pipe Line Industry Benefit Fund and the Pipe Line Industry Pension Fund.

(O) It is the intent of the Union to have uniform wages and working conditions in the industry. However, the parties recognize that in connection with the Unions' organizing efforts to increase the market share of the union industry, it may be necessary to permit newly organized employers to complete existing projects or projects where bids have been accepted under the conditions which the employer bid the work, it may be necessary for the Union to, on a temporary basis, represent employees who perform work outside the Union's tradition jurisdiction and, on a temporary basis, it may be necessary to make adjustment to accommodate existing market segments where there is not currently significant union market share. Union also agrees that Employers granted any concessions under this paragraph will be obligated to sign the current National Pipe Line Agreement for future covered work. It is further agreed that the Union and the Association will meet on a regular basis (minimum two times annually) to review progress in planning under this Article. Absent the above exception, the following continues to apply: In no event shall Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by Union for any other employer engaged in similar work.

(P) If any provision of this Agreement is in conflict with the laws or regulations of the United States or of the State in which the work is to be performed, such provision shall be superseded by such law or regulation, but all other provisions of this Agreement shall continue in full force and effect; provided that in no case shall

wage rates be paid which are lower than those set out in this Agreement.

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

(R) This Agreement shall supersede all other agreements between Employer and any local of the Union for any work covered herein and described above.

(S) In order to be more competitive in certain areas in the country, the Pipe Line Contractors Association and the United Association may mutually agree to put into effect special wages and conditions for specific areas or projects. These special wages and conditions will apply to the areas or projects involved for the period of time to be established by the principal parties.

(T) All personal nouns or pronouns used in this Agreement refer to both the male and female gender.

## II.

### UNION RECOGNITION, UNION SECURITY

(A) The Employer recognizes the Union as the sole bargaining representative for all the employees covered by this Agreement with respect to wages, hours and other terms and conditions of employment.

(B) It is the intent and purpose of the parties hereto that all of the terms and conditions of employment for work covered under this Agreement shall be set out herein, and that neither the Union nor any representative thereof shall demand of any individual contractor any wages, hours or other terms and conditions of employment not specified herein, nor shall any individual Employer or representative thereof offer any wages, hours or other terms and conditions of employment not specified herein.

(C) Job site agreements or understandings made in the field between union representatives and contractor representatives that are not covered by this Agreement or that are in variance with the terms and conditions of this Agreement will not be effective until a joint letter covering the matter and confirming the agreement or understanding has been signed by the Union and the Association.

(D) If, without prior mutual approval by the Pipe Line Contractors Association and the United Association, any individual Employer pays in excess of the wages set out in this Agreement in the form of extra money, extra hours, extra travel or stand-by time or in the form of a bonus by any subterfuge, and the Pipe Line Contractors Association and the United Association both agree that such excess payment is in violation of this Agreement, then such individual Employer shall be required to pay the same extra compensation to all journeymen covered by this Agreement and a proportionate additional compensation to all other employees covered by this Agreement, and such requirement shall continue until that particular job is completed. In no event shall any penalty payment be made by any Employer until such time as the International Representative of the United Association and the Managing Director of the Pipe Line Contractors Association have reviewed the facts and

mutually agree that such payment is due. When no mutual agreement between the Pipe Line Contractors Association and the United Association can be reached, the question shall be resolved by arbitration in accordance with the procedure set out in Article XVII, Sections (C), (D) and (E) of this Agreement. It is understood and agreed, however, that any profit-sharing, retirement or pension plan which an individual Employer may have established and which has not been set up for one particular job shall not be considered an excess payment or bonus.

(E) All employees covered by this Agreement, as a condition of continued employment, shall, commencing on the 8th day following the beginning of such employment, or the effective date of this Agreement, whichever is later, acquire and, for the duration of this Agreement, maintain membership in the Union. This provision shall not apply in any State where such a requirement for continued employment is prohibited by law.

(F) The business representative of the Union shall have access to any job at any time, but shall notify the field office of his presence on the job.

### III.

#### UNION DUES AND CHECK-OFF

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

(B) All sums of money withheld by an Employer from the paychecks of employees as Union initiation fees or dues for the benefit of the employees' local union shall be transmitted to the Local Union no later than thirty (30) days after the date on which said sums of money were withheld.

(C) If Employer fails to transmit all sums of money so withheld within the thirty (30) day period, he shall be subject to an additional payment of up to 15% of the amount due but not less than \$100. If it becomes necessary for the Union to employ an attorney to collect such sums of money withheld by Employer, Employer shall also pay all court costs and attorneys' fees.

(D) Each Local Union shall have the authority to bring suit in a court of competent jurisdiction in the area where the Local Union has its headquarters for the purpose of collecting initiation fees and dues withheld but not transmitted within such thirty (30) day period.

(E) For the purpose of venue and jurisdiction, each individual Employer hereby designates and appoints the Clerk of the United States District Court for the Northern District of Oklahoma, or the Clerk of the United States District Court in the area where the job is located, as agent for the service of process, and the Local Union shall promptly furnish the delinquent Employer, by certified mail, a copy of all pleadings and notices of suit.

(F) The arbitration provisions in Article XVII of this Agreement shall not be applicable to the rights and liabilities created by this Article.

**IV.**

**EMPLOYMENT, LAY-OFF AND DISCHARGE OF PERSONNEL**

(A) Employer shall have full responsibility for management, and shall be the sole judge as to the number of employees required, subject to the conditions hereinafter stated.

(B) The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

(C) The word "journeyman" shall mean all persons seeking employment as welders, spacers, stabbers, and persons carrying the line in pipe line construction. The word "helper" shall mean all persons seeking employment as welder helpers. The clamp man is classified as a graded helper.

(D) Employer shall be the sole judge as to the competency of any Employee and shall have the right to discharge any employee.

(E) At the start of each job all journeymen and welder helpers shall be hired by the employers signatory hereto in accordance with the following formula and subject to the conditions set out in Paragraph (G) hereinafter.

Number of Employees Required	Number Hired Directly By Employer	Number Dispatched By Union	Number of Employees Required	Number Hired Directly by Employer	Number Dispatched By Union
1	0	1	7	4	3
2	1	1	8	4	4
3	2	1	9	5	4
4	2	2	10	5	5
5	3	2	11	6	5
6	3	3	12	6	6

Thereafter, Employer shall have the right to hire the thirteenth (13th) journeyman and welder helper, and the Union shall dispatch the fourteenth (14th) journeyman and welder helper, and they shall alternate thereafter until the full crew has been employed.

(F) Once a job has started, replacements or additional journeymen and welder helpers needed will be hired either directly by the Employer or referred by the Union in accordance with the formula in effect at that time so that at all times the ratio of employees on the job shall be as set forth in the applicable formula.

(G) The conditions to be followed in the initial hiring or replacement of employees are:

1. Employer retains the right to reject any job applicant and may exercise the right before the Union dispatches any employees required by Employer. Upon request, Employer will confirm by letter or telegram any verbal rejections made.

2. The selection of applicants for referral by Union or hired directly by Employer 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, policy or requirements.
3. There shall be no limitation on Employer's right to select employees with particular classifications or skills from among the employees hired by Employer direct. Nor shall there be any limitation on Employer's right to assign employees to particular classifications because of the employee's membership or non-membership in a particular local union.
4. The Union must dispatch the employees requested by Employer at the start of a job within forty-eight (48) hours. The Union must dispatch the employees requested after a job has started within twenty-four (24) hours. If such employees are not actually enroute to the job site within the time required, Employer may hire any employees from any source. In this event, Union shall not interfere with Employer's right to hire employees direct.
5. Union agrees that unless Employer requests otherwise, no journeymen or welder helpers will be dispatched to Employer's job until the welders required through the referral procedure have actually been dispatched.

(H) Employer shall be the sole judge as to the number of employees required. The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done. In addition to the welder foreman, the welders, and their helpers, Employer shall be required to employ journeymen spacers, stabbers and persons carrying the line as needed.

(I) Once the original crew has been hired, Employer shall have the right to keep such crew intact for the duration of the job, regardless of the local union jurisdiction.

(J) Employer shall have the right to keep and transfer such original crew from one job to another within the jurisdiction of the same local union, provided journeymen are paid waiting time for any days intervening between the two jobs, and travel pay in accordance with this Agreement.

(K) At the end of the job, Employer will lay off welders, journeymen and welder helpers who are no longer needed. The layoff procedure should be such that the ratio of employees hired directly by Employer and those referred by the Union shall be the same as that set out in the formula above.

## V.

### STEWARDS

(A) Union and Employer representatives shall mutually agree upon the appointment of a steward at the pre-job conference. Separate stewards shall not be required on remote segments of a mainline pipe line construction job if the steward on the mainline job is given sufficient time and transportation to perform his duties as steward among the employees on such remote segments.

(B) Following the pre-job conference, the steward shall be placed on

Employer's payroll on the date corresponding to one of the following three occurrences, whichever date is earliest.

1. The date of testing welders;
2. The date that rigging up welding equipment, such as sleds, tack rigs, hot-pass rigs, etc., on the right-of-way begins;
3. The date on which Employer employs the second utility welder in rigging up any other equipment on the right-of-way.

(C) The steward shall be a working steward and shall perform his duties the same as any other journeyman, and shall not be discharged for Union activities. The steward's duties shall not include any matters relating to referral, hiring, retention, termination, or discipline of employees.

(D) The steward shall not be permitted to take time away from his job duties to handle administrative work for the Union. The steward will be allowed a reasonable time to process grievances or complaints. Whenever the steward is occupied away from his job duties, his helper may be assigned to other work.

(E) It is agreed that the steward has no authority from Union to cause a work stoppage.

(F) Where the steward has been regularly working on a job and for some unanticipated reason does not show up for work on a particular day, the employees shall start and continue to work and the welder foreman shall notify the local union office of the steward's absence.

(G) The steward shall remain on Employer's payroll until the tie-in work has been completed. After the firing line has finished its work, the steward may, at Employer's option, be used as one of the tie-in welders.

#### VI.

#### FOREMEN

(A) The appointment of all foremen is the responsibility of Employer. Such appointments shall not be interfered with by Union. Such foremen may be paid on an hourly, weekly or monthly basis, as determined by Employer.

The welder foreman shall be covered by the Pipe Line Industry Benefit Fund or the Pipe Line Industry Pension Fund. Contributions shall be made by Employer for the same number of hours that the job is set up on per week except as provided in (B).

(B) When twelve (12) or fewer welders are employed, the welder foreman will be allowed to work with the tools, at the discretion of Employer. Such working foreman shall be paid a minimum of \$1.00 per hour more than the regular journeyman rate and contributions shall be made by Employer to the Pipe Line Industry Benefit Fund and the Pipe Line Industry Pension Fund for all hours worked by such foreman.

#### VII.

#### JOB NOTIFICATION AND ENFORCEMENT

(A) Employer agrees to notify Union promptly before starting any job

covered under the terms of this Agreement. It is a violation of this Agreement to start a job without prior notification or a pre-job conference.

(B) Employer and Union shall hold a pre-job conference before the start of any job and Union's representatives at such conference shall be authorized by Union to represent Union for the entire area covered by the job. It shall be the purpose of the pre-job conference to agree upon such matters as the length of the work week, the number of men to be employed, the applicable wage rates in accordance with the contract, and any other matters not including any interpretation of the clauses of this Agreement, it being agreed that any interpretation of the Agreement should be made between the Pipe Line Contractors Association and the United Association, so that proper application thereof may be made on the jobs. No representative of any individual contractor and no representative of the Union shall demand at the pre-job conference or at any other time during the continuance of the job any term or condition not covered by this Agreement. A copy of the report made on each pre-job conference shall be furnished to the Pipe Line Contractors Association and the United Association, and no agreement made at any pre-job conference which adds to or modifies in any way the terms and conditions of this Agreement shall be binding on any individual contractor or the Union unless approved and ratified by the Pipe Line Contractors Association and the United Association.

(C) Union agrees to send a copy of this Agreement to each of its locals having pipe line jurisdiction and agrees that the terms of this Agreement shall be recognized by each local union. The enforcement of this Agreement by Union is vested in the local union designated by the Union to handle work covered under this Agreement.

#### VIII.

##### ASSEMBLY POINT AND WAREHOUSE

(A) The time of each employee shall start in the morning at his designated Assembly Point, which shall be agreed upon at the pre-job conference, but which in no event shall be on the pipe line right-of-way.

(B) If possible, there should be only one Assembly Point for all employees and in no event shall there be more than two Assembly Points.

(C) If one city, town or community large enough to provide living accommodations for all employees is located near the job site, then one Assembly Point may be designated not more than ten (10) miles outside the city limits and all employees shall report to and their time shall begin at that Assembly Point. This distance may be increased beyond the ten (10) miles when circumstances warrant as agreed to by the principal parties.

(D) If one such city, town or community is not located near the job site, then one Assembly Point may be designated which is approximately the same distance from several cities, towns or communities where living accommodations are available.

(E) If living accommodations for all of the employees cannot be found in the one large city, town or community contemplated in Paragraph (C), or in

several cities, towns and communities contemplated in Paragraph (D), then a second Assembly Point which qualifies according to either Paragraph (C) or Paragraph (D), so far as available nearby living accommodations is concerned, may be designated by Employer, to which only the remaining employees shall report and at which only their time shall begin.

(F) Notwithstanding the provisions of Paragraphs (C), (D), and (E) above, contractors bidding work in remote areas of the western part of the country may use assembly points closer to the job site so that non-productive riding time may be eliminated or reduced. It is agreed that the number of miles involved will vary.

(G) Employer shall make suitable and prompt transportation available from each Assembly Point agreed upon to the job site and back. The time of the employees shall end at quitting time on the job site; however, the lunch period which may start at anytime between 11:45 A.M. and 12:15 P.M. and continue for 30 uninterrupted minutes (pipe gang/firing line excluded) shall be excluded. The Employer shall return the employees to the Assembly Points in the shortest possible time. It is intended that the lapse of time used to transport the employees from normal quitting time at the job site back to each Assembly Point shall not exceed the lapse of time from starting time at each Assembly Point in the morning to the job site.

#### IX.

#### WORKING AND SAFETY RULES

(A) There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day, and there shall be no restriction imposed against the use of any type machinery, tools or labor saving devices, except as provided in Article I, Paragraph (L), above. At the discretion of Employer, employees may be changed from one classification to another within the jurisdiction of the Union. During emergencies, any employee of Employer may be assigned to any work; provided, however, that no employee's hourly rate shall be lowered under this provision, and provided further that in the event an employee is assigned to work calling for a higher rate of pay, he shall receive such higher rate for hours so employed.

(B) Stringer bead and hot-pass welders and helpers can be required to weld back on incompleated welds, as long as their wage rate is not lowered.

(C) All maintenance and repair of micro-wire equipment from the lugs out shall be done either by the welder using such equipment or, at Employer's option, by some other journeyman.

(D) Employer shall have the right to make and revise from time to time safety and working rules which are not inconsistent with any of the terms of this Agreement. Union agrees to cooperate in the enforcement of such safety and working rules. Employer, Union, and all employees shall at all times abide by all Federal and State Safety Regulations.

(E) No employee will be required to take a physical examination as a prerequisite to employment.

(F) No foreman or other employee shall be subject to any penalties or fines assessed by Union so long as he is in compliance with the terms and conditions of this Agreement.

## X.

### WAGE RATES AND CLASSIFICATIONS

(A) The hourly wage rates and fringe benefits shown in Exhibits "A" and "B" shall apply to journeymen and helpers respectively for the periods indicated.

(B) The graded helper rate shall be 70 cents per hour above the welder helper rate.

(C) No premium shall be paid for any job assignment unless specifically provided in this Agreement.

(D) Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen. The journeyman employed carrying the line shall receive \$1.00 per hour more than other journeymen.

(E) Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeyman rate. "Production basis" shall mean those situations where one or more welders have been assigned to welding the stringer bead or hot-pass as a permanent or semi-permanent assignment, and to cover areas of skips and/or large amounts of pups in one location. It is not intended to cover the temporary assignment on a daily basis in a cut-out or tie-in crew where any such assignment is for the express purpose of expediting the movement of the tie-in tractors.

(F) Whenever an extra welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set up on a production basis, he shall be paid \$2.00 per hour above the helper rate. Whenever an extra welder helper is employed using a power buffer or power grinder anywhere else on the job, he shall be paid the graded helper rate.

The \$2.00 premium set out above will not apply on work listed in Article I, Paragraph (H). (Exception for marine work, see Article XIX, Marine No. 8.)

(G) The helper assigned to operate the bending mandrel of the bending machine shall be paid the graded helper rate.

(H) Pre-heating with oxygen or acetylene torches and stress relieving shall be assigned to a journeyman. Preheating with liquefied petroleum gas shall be performed by the welder's assigned helper. If an extra welder helper is hired to perform this work he shall be paid at the regular helper rate. Setting the heat on welding machines and hooking and unhooking of welding machines to tow cats shall also be performed by the welder's assigned helper.

(I) Journeymen acting as job stewards shall wherever possible be assigned to the firing line and shall be paid \$1.00 an hour above the journeyman rate for all hours worked by him, or for the number of hours up to a maximum

of thirteen (13) worked by any UA journeymen on the job except the UA mechanic and except for journeymen and/or welders working on testing. Provided that if the UA mechanic performs any welding after the end of the regular shift, such hours shall be counted in computing the steward's pay. It is intended that the steward shall, wherever possible, and at Employer's option, actually work the number of hours for which he is paid.

(J) In the event back welding is performed inside the pipe under either or both of the following conditions, then Employer will pay such welder engaged in back welding at a wage rate \$2.00 per hour above his regular rate for the job only for the days on which such back welding is performed. If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, he shall receive a wage rate 70 cents per hour above the regular helper rate for the days involved.

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

(K) Welders working on "hot work" shall be paid \$2.00 an hour above the regular journeyman rate and helpers working on "hot work" shall be paid the graded helper rate for each day engaged in such work. Journeymen and helpers on "hot work" shall not receive such premium pay unless required by Employer to be in the area of danger. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion. Premium pay shall not be required on work on lines not in service where such lines have been purged with air movers, water or other acceptable methods. Even if such lines have been purged by such methods, if fire or explosion results, then premium pay shall be required.

(L) The pay day shall be once each week, unless the Employer agrees to allow employees one draw on money earned; under such conditions, pay day may be once every two weeks. Employees are to be paid during their regular shift. When employees are laid off or discharged, their check for wages due them at the time of the layoff or discharge must be delivered during their regular shift.

(M) When no work is performed on pay day, Employer shall not be required to deliver checks for wages before the expiration of the number of hours which would ordinarily have been worked during that day.

(N) Employer shall make arrangements in each locality where employees are employed to enable such employees to cash their pay checks, at no cost to the employees.

(O) The wage rate for all employees covered by this Agreement shall be that of the County or State in which the pipe gang is currently working or in which it was located when the pipe was laid out.

## XI.

### OVERTIME AND HOLIDAY PAY

(A) The work week shall begin Monday and shall end Sunday. All hours worked by an employee in excess of eight hours per day and in excess of forty straight time hours per week and all hours worked on Sunday shall be paid for at the rate of time and one-half the straight time rate. Work performed on Christmas, Thanksgiving, Labor Day, New Year's Day and July 4 shall be paid for at double the straight time hourly rate; provided, however, that in the event one of the holidays hereinabove named occurs during the first forty hours of any work week, hours worked on such holidays shall not be counted in computing the forty hours after which the employee is entitled to a rate of time and one-half the straight time rate.

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

## XII.

### WAITING TIME

(A) Journeymen shall be paid waiting time for any days lost during the normal scheduled work week. For any day lost during any one work week, the waiting time payment shall be a lump sum which is the equivalent of five (5) hours' pay at the straight time rate applicable on that particular job.

(B) The applicable waiting time for each State is based on the journeyman rate and not the stringer bead, hot-pass, steward or other premium rates. In no event shall the waiting time payment be included in counting the eight or forty hours after which overtime is payable.

(C) If no work is performed on a holiday designated by this Agreement, journeymen shall be paid waiting time. However, if an official holiday as designated by this Agreement comes on a Sunday, and the Employer is working a regular six day week, such journeymen will not be paid waiting time for that day.

(D) If the regularly scheduled work week is less than seven (7) days, journeymen shall not be paid any waiting time for the days lost which are not part of the regularly scheduled work week.

(E) If a journeyman's Assembly Point is moved from one location to another he shall be paid eight hours at the straight time rate whether any working time is actually lost or not. Such hours shall not be counted in computing the forty hours after which overtime is payable, and no contributions shall be required to the Pipe Line Industry Benefit, Pension and Advancement Funds for such moving time hours.

(F) If the Assembly Point for a helper or graded helper on loop work is moved in excess of 100 miles such helper or graded helper shall be paid four hours at the straight time rate whether any working time is actually lost or not.

Such hours shall not be counted in computing the forty hours after which overtime is payable, and no contributions shall be required to the Pipe Line Industry Benefit, Pension and Advancement Funds for such moving time hours.

(G) If one or more days of work are lost during the work week and journeymen are paid waiting time for such lost days, then Employer may require journeymen to make up such lost days in the future by working on days which are not part of the regularly scheduled work week without incurring any liability for payment of waiting time on such days not worked in the future. However, once the contractor declares a make-up day, such day must then be worked or, if no work is provided on such day, then waiting time will be paid.

(H) Even if no days are lost during the regularly scheduled work week, those journeymen regularly employed in utility, tie-in crews, gate or valve settings, road crossings or fabrication work may work on the days not part of the regularly scheduled work week or on holidays without the Employer becoming liable for waiting time payments to the other journeymen. Those journeymen regularly employed as stringer bead welders, hot-pass welders, firing line welders, spacers, stabbers or clamp men may be worked in tie-in crews, gate or valve settings, road crossings, or utility or fabrication work on the days not part of the regularly scheduled work week or on holidays, when needed, without the Employer becoming liable for waiting time payments to other journeymen provided each journeyman in the classifications needed is given equal opportunity to work, starting with the firing line.

(I) If the regularly scheduled work week is less than seven (7) days, in emergencies, when the Business Agent of the Local Union is notified beforehand, Employer may require journeymen to work on the days not part of the regularly scheduled work week without incurring liability for waiting time payments on future such days not worked.

(J) In the absence of an emergency if Employer is working a regularly scheduled work week which is less than seven (7) days and works the pipe gang and/or firing line two (2) consecutive weeks on days which are not part of the regularly scheduled work week he will incur liability for waiting time payments on such days not worked in the future on said job.

### **XIII.**

#### **TRAVEL EXPENSES**

(A) The journeyman will receive 30¢ per mile travel pay via the nearest route from the city where he is hired to the job site. The journeyman will be entitled to travel pay to the job site (initial travel pay) and an equal amount of travel pay upon completion of the job (return travel pay). The journeyman WILL NOT receive either initial or return travel pay unless he remains on the job from the date he is hired until the job is completed, or until he is released by employer. If he fails to complete the job for any reason he shall not be entitled to any travel pay.

(B) Journeymen or helpers hired directly by Employer or dispatched by Union to jobs in the continental United States from Alaska will only be entitled to receive travel pay from the point at which they enter the continental United States to the job site.

(C) When a job converts from micro-wire to stick rod and vice versa, all journeymen welders shall be entitled to travel pay at that time. However, other journeymen employed will be entitled to travel pay only as otherwise provided in this Agreement.

(D) The welder helper will receive 20¢ per mile travel pay via the nearest route from the city where he is hired to the job site. The welder helper will be entitled to travel pay to the job site (initial travel pay) and an equal amount of travel pay upon completion of the job (return travel pay). The welder helper WILL NOT receive either initial or return travel pay unless he remains on the job from the date he is hired until the job is completed, or until he is released by Employer. If he fails to complete the job for any reason he shall not be entitled to any travel pay.

(E) The cost of any transportation provided by Employer shall be charged against the travel expense to which a journeyman or helper is entitled under this clause; provided, however, that such charge shall not exceed the cost of a commercial airline ticket.

(F) Travel expense provided for herein shall not be applicable when the employee's Assembly Point is moved from one location to another on the same job.

(G) When a helper is hired direct by Employer or dispatched by Union, and no work at all is available for him, he shall be paid eight (8) hours at the straight time rate applicable for that job. If work is available for the helper, but not on the day assigned for his arrival to the job site, then he shall be paid four (4) hours' pay at the applicable wage rate for that job at the straight time rate for each day for which work is not provided.

(H) Whenever any dispute arises over travel pay, the final decision shall be made by agreement between a representative of the Pipe Line Contractors Association and a representative of the Union.

#### XIV.

#### REPORTING TIME PAY

(A) After a welder helper has been hired and ordered to report for work at the regular starting time, and no work is provided for him on the day that he has so reported, he shall receive pay equivalent to four (4) hours at the rate applicable for that day. This pay shall be provided notwithstanding he has not been ordered to report for work on that particular day, if the welder helper has been working regularly and the Employer has failed to notify him not to report for work the preceding day at or before the end of his regular shift or 5:30 p.m., whichever is later. The reporting time pay of four hours at the straight time rate is based upon the basic helper rate and not any premium rate.

(B) Any welder helper who reports to work and for whom any work is provided, regardless of the time that he works, shall receive the equivalent of not less than four (4) hours pay.

(C) Any welder helper who reports to work and works more than four (4) hours in any one day shall receive pay equal to the number of hours for that day for which the job has been set up not to exceed ten (10) hours.

(D) If a journeyman who is entitled to waiting time performs some work during the day and is then prevented from completing a full day's work for any reason, he shall receive five (5) hours pay at the rate for that work day. If he works more than four hours and is then prevented from completing a full day's work for any reason, then such journeyman shall be entitled to receive pay equal to the number of hours for that day for which the job has been set up; provided, however, that such journeyman shall not leave the job site unless specifically directed by his foreman. If he leaves the job site or stops work without being directed to do so by his foreman, he shall be entitled to receive pay only for hours actually worked.

(E) If, under any of the circumstances described above, any employee leaves the job site or stops work without being directed to do so by his foreman, he shall be entitled to receive pay only for hours actually worked.

(F) Fringe contributions shall be required on any hours paid under these provisions even though not actually worked. Hours paid for under this provision shall be counted in computing the forty (40) hours after which overtime is payable.

(G) It is expressly provided, however, that when any employee refuses to work or to continue to work or work stoppage conditions brought about by a third party or third parties prevent or make ill-advised in the opinion of the Employer the performance of any work or the continuance of work once started, no pay for time not worked shall be required under any of the above enumerated conditions.

(H) Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the steward shall be sufficient notification to the men, provided such notification is made during working hours.

#### XV.

#### TESTING TIME

(A) Before any welder is given a test (single or multiple) for qualification he shall be placed on Employer's payroll.

(B) Single Test. Where a welder successfully completes a single qualification test he shall be entitled to receive pay equal to the number of hours for that day for which the job has been set up (defined as normally scheduled work day); however, Employer may require the welder to work any remaining hours of the normally scheduled work day after completing his test without additional pay. A welder will be entitled to additional pay for any hours he is required to work beyond the normally scheduled work day. If a welder fails a single qualification test he shall receive four (4) hours pay at the straight time rate. No fringe benefit contributions are required on a failed test.

(C) Multiple Tests. If a welder is required to take more than one test for qualification at the start of the job he shall be entitled to receive:

1. Four (4) hours pay at the straight time rate with no fringe benefit contributions if he fails the first test; or
2. Pay equal to the number of hours for that day for which the job has

been set up (normally scheduled work day) provided he successfully completes the first test.

The welder will be paid work time and fringe benefit contributions under this Agreement for any additional tests required regardless of the outcome of the tests and regardless of the day taken. Welders, however, must pass all required tests to be eligible for employment.

(D) Welders will not be entitled to any separate test pay for single or multiple tests other than as set out in this Article.

(E) Welders reporting for qualification tests must arrive at the job site at the designated work time on the day designated by Employer for their arrival. If not, they shall not be entitled to receive waiting time pay for that day.

(F) A welder shall be tested or placed on waiting time upon arrival at the job site, provided that it is the day designated by Employer for his arrival. Hours paid for under this provision shall be counted in computing the 40-hour week.

(G) Welder helpers who perform no work while the welder is taking a qualification test are entitled to no pay.

## XVI.

### WORK STOPPAGES, SECONDARY BOYCOTTS AND JURISDICTIONAL DISPUTES

(A) No local union nor the International Union, nor any representative of either, shall cause or promote a strike, slowdown, stoppage of work or any interference, directly or indirectly, with the operation and progress of the work; nor shall any Employer or the Pipe Line Contractors Association engage in any lockout during the life of this Agreement, it being the good faith intention of the parties hereto that by the execution of this Agreement industrial peace shall be maintained. All grievances, disputes, differences of opinion and other questions concerning this Agreement shall be settled in accordance with the procedure for settlement of grievances and disputes set out in Article XVII below. Any settlement where hours or pay are involved shall be retroactive.

(B) If either the local union or the International Union or any representative of either causes or promotes a strike, slowdown, stoppage of work or any interference with the operation or progress of the work, or if the Employer breaches this Agreement, then the Employer (where the Union interfered with the work) or the International Union (where Employer has breached the Agreement) may at its option declare the provisions of Article XVII inoperative and seek whatever remedy may be available from the National Labor Relations Board or any Federal or State court having jurisdiction of the matter.

(C) It shall not be a violation of this Agreement or of the no-strike clause if members of the United Association refuse to cross a picket line established by another craft union within the pipe line industry.

(D) Questions regarding the interpretation of this Agreement are to be resolved by the parties to this Agreement in accordance with Article XVII. Questions regarding work coverage or jurisdictional disputes between or among local unions affiliated with the United Association will be resolved by the

United Association, and shall be binding on all parties to this Agreement. Work coverage or jurisdictional disputes between local unions affiliated with the United Association shall not be cause for work stoppages.

**XVII.**

**PROCEDURE FOR SETTLEMENT OF  
GRIEVANCES AND DISPUTES**

(A) Any grievances, disputes or differences of opinion which arise between the contractors' supervisory personnel and Union representatives in the field shall be settled on the job, wherever possible; provided that such settlements shall not vary any of the wages, terms or conditions of this Agreement.

1. Any employee who believes that he has a grievance shall first take the matter up with the welder foreman.
2. If the matter is not satisfactorily adjusted by the foreman, the grievance shall be referred to the job steward. The job steward and the foreman will attempt to resolve the grievance.
3. If the grievance is not settled between the steward and foreman, the Employer's superintendent will be summoned to enter the discussion. When the matter cannot be settled at this level, it will be referred to the Union's Business Agent and Employer's superintendent.
4. In the event the grievance, dispute, or difference of opinion shall not have been satisfactorily settled during the preceding steps within forty-eight (48) hours, then the Union representative shall refer it to the appropriate International Union representative, and the Employer's superintendent shall refer it to the Managing Director or Executive Director of the Pipe Line Contractors Association. These parties shall immediately make every effort to settle the difference, grievance or dispute.

(B) Any other grievance, dispute, difference of opinion or controversy of any kind or character between the Union and the Association and/or individual Employer signatory hereto involving or relating to the interpretation or application of the terms of this Agreement, and the relations between the parties arising during the term of this Agreement which cannot be settled by the parties, shall be settled by the arbitration procedure which is set out below.

(C) If, within forty-eight (48) hours, no adjustment or settlement is reached by the procedure set out above, the matter shall immediately be referred in writing to an Arbitration Board consisting of six (6) members, all of whom shall be familiar with the mainline, cross-country pipe line construction industry, three (3) to be appointed by the International Union, and three (3) by the Pipe Line Contractors Association. These six (6) individuals shall constitute the Arbitration Board.

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

this Agreement. The decision of the Arbitration Board shall be binding upon both parties.

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

1. Within seven (7) days after notification by the Arbitration Board that it is unable to reach a decision, the Pipe Line Contractors Association and the International Union shall attempt to mutually agree upon one (1) person to whom the matter shall be referred.
2. If within forty-eight (48) hours no mutual agreement has been reached by the procedure set out above, the Association will immediately contact the Federal Mediation & Conciliation Service to obtain a list of three (3) individuals with as much experience and knowledge as possible in the pipe line construction industry. A copy of this list will be furnished to the Union, and thereafter, the Association and Union shall attempt to mutually agree upon one (1) of the individuals listed. If no agreement can be reached, the Union and the Association will each strike one (1) name from the list and the remaining individual will be the Arbitrator.
3. A statement of the facts shall be presented to the Arbitrator within forty-eight (48) hours after his selection either:
  - (a) Jointly, if the Union and the Association mutually agree; or
  - (b) Separately, if no mutual agreement and the Association will submit a written statement of the facts setting out the Employer's position and the Union will submit a written statement setting out the Union's position.
4. All information submitted to the Arbitrator will be in writing. No personal appearances or oral testimony will be allowed. The Arbitrator will then issue, within five (5) days, a decision based upon the evidence submitted.

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

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

#### **XVIII.**

#### **JURISDICTIONAL DISPUTES**

The Pipe Line Contractors Association and the four International Unions with which National Pipe Line Agreements have been negotiated have established a Policy Committee for the purpose of hearing and considering matters

of concern to the pipe line construction industry, such as jurisdictional disputes and any other matters affecting the welfare of the industry.

Whenever a jurisdictional dispute arises between Union and any other union over proper jurisdiction of work assigned by an individual contractor, no work stoppage shall occur, and the individual signatories hereto agree to abide by any decision reached by the Policy Committee.

The Policy Committee decisions are incorporated and made a part of this Agreement, and should be referred to specifically as if set out herein. The Policy Committee decisions may be obtained by contacting the Union or the Pipe Line Contractors Association.

#### **XIX.**

##### **SPECIAL WORK**

(A) Whenever the Employer performs any of the special work described in Article I, Paragraph (H) above, the special provisions set out herein shall apply and, to the extent they differ from the provisions in other parts of this Agreement, they shall supersede such provisions.

(B) The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

##### **TAKEUP JOBS (SALVAGE PIPE)**

1. Roughcutters will be paid \$2.00 per hour above the regular helper rate.
2. One helper will be employed for each roughcutter.
3. Bevelers will be paid \$2.00 per hour above the regular helper rate.
4. Utility Welder or some other journeyman designated by Employer will act in the capacity of foreman. In the event the pipe being salvaged is also being re-laid or re-conditioned as part of the same job, and where the distance is such that the welder foreman is readily available, then no other welder foreman will be required.

##### **RECONDITIONING**

(A) Over the Trench — Line In or Out of Service.

1. Journeymen welders will be used for all welding.
2. One helper will be hired for each welder.
3. One journeyman other than the welders will be employed.
4. Welder foreman.

(B) In the Yard (Where Manual Double Jointing Is Performed)

1. Welders may make their own stringer beads and finish welds.
2. One helper will be employed for each welder. Helpers will be employed to roll all pipe on the welding rack.
3. Bevelers will be paid \$2.00 per hour above the regular helper rate.

4. One helper will be employed for every two bevelers.
5. Roughcutters will be paid \$2.00 per hour above the regular helper rate.
6. One helper at a rate 70 cents per hour above the rate paid to other welder helpers on the job will be employed as attendant for oxygen manifold and acetylene generator.
7. Welder foreman.
8. It is recognized that rigging up of equipment on a double joint rack that is to be used in the lining-up and welding of pipe is the work of the United Association.

**NOTE:** When pipe is not being double jointed in the reconditioning yard, the journeyman and helper at a rate 70 cents per hour above the rate paid to other welder helpers on the job need not be employed.

**NOTE:** The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

**(C) Re-Laying Reconditioned Pipe.**

1. If certain joints, portions of joints, or infrequent sections are removed to be replaced with new or better pipe, then when the pipe line is relaid, Employer shall have the sole right to determine the number and classifications of the employees to be hired; provided that Employer shall respect past custom and practice in assigning the work to be done so that welder helpers will not be assigned to work heretofore done by graded helpers or journeymen, and graded helpers will not be assigned to work heretofore done by journeymen.
2. The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

**MARINE BARGE AND MARINE PUSH-JOBS**

On marine barge and marine push-jobs, Employer shall have the sole right to determine the number and classifications of the employees to be hired; provided that Employer shall respect past custom and practice in assigning the work to be done so that welder helpers will not be assigned to work heretofore done by graded helpers or journeymen, and graded helpers will not be assigned to work heretofore done by journeymen.

1. The contractor will make every effort to secure safe water transportation and adequate and safe loading and unloading facilities for the men (ladder on barges, docks, lifebelts, seating for all, radar where possible).
2. Employees will be paid riding time on the first trip from land to quarter boat, and on the last trip from quarter boat to dock of origin or back to the dock

last left from.

3. Board and room shall be furnished at no cost to the men, when required to live on quarter boats.

4. Contractor will provide crew boats for trips to shore, except when the distance to be travelled to and from shore is excessive.

Contractor shall regulate time schedules and decide when crew boats will go to and from shore. If no work is done on a particular day, the men shall be paid for their full shifts unless they are brought to shore or given an opportunity to be brought to shore. In such event they shall be paid their regular waiting time only.

5. Contractor will make every effort to provide daily mail service and once a week laundry service. Laundry service will be paid for by the employee.

6. A crew room shall be made available for off-duty men, with reading material, radio and television; soft drinks and cigarettes will be made available at regular prices.

7. Marine push-jobs will also include shoves on a main line job where ramps or racks with dollies and rollers are set up as opposed to the pipe being carried in by tractors.

8. When the stringer bead welders' regularly assigned helpers are using a power buffer or power grinder, such helpers shall receive \$2.00 per hour above the basic helper rate for that job. This premium applies in the "Pipe Gang" area only, and is applicable on "push" jobs in-shore and on work done from barges in-shore and off-shore.

#### **GATHERING LINES, RIVER & BRIDGE CROSSINGS, HIGHWAY RELOCATION, CHANGE OUTS, SHORT LINES AND WORK IN CONGESTED AREAS**

1. Employer shall have the sole right to determine the number and classifications of the employees to be hired; provided that Employer shall respect past custom and practice in assigning the work to be done so that welder helpers will not be assigned to work heretofore done by graded helpers or journeymen, and graded helpers will not be assigned to work heretofore done by journeymen.

2. On River and Bridge Crossings and Highway Relocation work all welders will receive premium pay when running their own beads and finishing welds.

3. On all such work the manning shall be decided by the contractor, but it is recognized that the work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

#### **DOUBLE JOINTING IN THE FIELD**

Employer will respect Union jurisdiction for all double jointing in the field.

### HYDROSTATIC TESTING

1. Journeymen and/or welders and graded helpers will be employed to assist in the lining-up, beveling and testing of these lines. The Employer and the Union recognize that journeymen and welders who are qualified to perform hydrostatic testing on pipe lines possess a special skill. Furthermore, the Union and the Employer recognize that safety requirements dictate that only qualified journeymen and/or welders will be employed to perform hydrostatic testing on pipe lines. Employer in accordance with Article IV shall be the sole judge as to the competency of any journeymen or welders assigned for hydrostatic testing. Journeymen and/or welders for hydrostatic testing will be dispatched employees. The graded helper will be a contractor hire.

2. The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

3. If any night work is performed under this section by employees of any other craft, a U.A. employee will be assigned to that crew.

### FABRICATION

1. Where a fabrication crew is set up, the following formula will be used to determine the number of journeymen and graded helpers required in addition to the welders and their helpers.

Welders	Journeymen	Graded Helpers
1-3	0	0
4	1	0
5-10	1	1
11 or more	2	1

2. If the fabrication crew is set up as part of a mainline job, and where the distance is such that the welder foreman is readily available, then no other welder foreman will be required for the fabrication crew.

Employer may designate one welder to act as the lead welder or fabricator or tack and layout man and pay him a rate \$1.00 above the regular journeyman rate.

3. In the event a welder is required to go completely inside the pipe in order to back weld on fabrication work, the Employer will pay such welder engaged in such back welding at the wage rate of \$2.00 per hour above his regular rate for the job only for the days on which such back welding is performed.

### ROAD BORING, CASING AND CABLE

1. One welder and one helper shall work on road casings where the casing is to be welded.

2. On other types of casing where no welding is required, one journeyman and one helper shall be employed.

3. The welding and aligning of pipe for road casing and slick bore pipe shall be performed by a welder and helper as defined in this Agreement.

4. The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

**WATER LINES INCLUDING THE LAYING OF PIPE  
MADE OF MATERIAL OTHER THAN STEEL**

It is recognized that the work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done. Parties will negotiate special wages and conditions for water lines on a per job basis.

**XX.**

**AUTOMATIC DOUBLE JOINTING RACKS**

The manning requirements and other special provisions for double jointing racks are as follows:

(A) First O.D. Head Position

1. Two Journeymen
2. One welder
3. One graded helper to line up seams and to help with line-up.
4. Levers or buttons to be operated by one of the journeymen or the welder listed above.

(B) Second O.D. Head Position.

1. One welder
2. One graded helper

(C) I.D. Head Position

1. One I.D. head welder
2. One graded helper

**NOTES:** (The following notes apply to all double jointing racks.)

1. One spell-off welder per rack per shift will be employed to relieve at all head positions. The spell-off welder will receive premium pay of \$1.00 per hour above the journeyman rate only when he is required to go inside the pipe.

2. No additional helper shall be required for the spell-off welder.

3. One patch welder shall perform utility and cut-outs and patch welds on rack. This welder may be the steward. In the event, however, there is more utility or cut-out work than this one patch welder can reasonably perform during his regular shift, then another journeyman will be employed to help with this work, or at Employer's option the patch welder will be allowed to perform the extra work after his regular shift.

4. I.D. Head welder shall receive premium pay of \$1.00 per hour above

the journeyman rate.

5. Helpers shall roll all pipe from grinders through inspection.
6. Employees operating the automatic grinding stations on double jointing racks will receive a rate 75 cents per hour below the applicable journeyman rate.
7. Other helpers or graded helpers shall be employed as needed, depending upon the work required.
8. It is understood that all fabrication of double jointing racks, rigging them up in the field, tearing them down and moving will be done by the United Association personnel.
9. Premium pay will not be paid for back welding inside the pipe on double jointing, nor shall any additional pay be due to welders for tearing down the rack on the theory of "welding back."
10. A U.A. mechanic will be allowed to do maintenance and repair welding on the rack whenever required.

#### XXI.

##### AUTOMATIC WELDING

Separate manning agreements have been reached on the Automatic Welding Processes, and these Agreements are incorporated and made a part of this National Pipe Line Agreement. Copies may be obtained by contacting the Union or the Pipe Line Contractors Association.

#### XXII.

##### PIPE LINE INDUSTRY FRINGE CONTRIBUTIONS

(A) All Employers working under the terms of this Agreement shall make contributions for each hour paid to employees covered hereunder, including hours paid to journeymen for waiting time, and for passing a test, and to welder helpers for reporting time:

1. For journeymen, the sum of \$9.15 per hour to the Pipe Line Industry Benefit Fund; for non-journeymen, the sum of \$6.65 per hour to the Pipe Line Industry Benefit Fund. The Agreement and Declaration of Trust of the Pipe Line Industry Benefit Fund is incorporated and made a part of this Agreement by reference thereto.
2. For journeymen, the sum of \$3.85 per hour to the Pipe Line Industry Pension Fund; for non-journeymen, the sum of \$2.77 per hour to the Pipe Line Industry Pension Fund. The Agreement and Declaration of Trust of the Pipe Line Industry Pension Fund is incorporated and made a part of this Agreement by reference thereto.
3. For all employees, the sum of 50 cents per hour to the Pipe Line Industry Advancement Fund. The 50 cents contribution to the PLIAF will not be applicable on Special Agreement Work. Contributions to the Pipe Line Industry Advancement Fund are irrevocable; however this contribution is elective for any Employer who is not a member of the Pipe Line Contractor Association. The Pipe Line Industry Advance-

ment Fund is administered by the Pipe Line Contractors Association and rules and regulations of this Fund are incorporated and made a part of this Agreement by reference thereto.

4. For all employees, effective January 1, 2000, the sum of 5 cents per hour to the United Association Training Fund. The Agreement and Declaration of Trust of the United Association Training Fund is incorporated and made a part of this Agreement by reference thereto.
5. For all employees, effective August 1, 2004, the sum of 50 cents per hour to the United Association Local 798 Training Center. The Agreement and Declaration of Trust of the United Association Local 798 Training Center is incorporated and made a part of this Agreement by reference thereto.

(B) For all employees, Employer shall deduct and remit when authorized by employee amounts for the "U.A. 401(k) plan." Amounts remitted for the 401(k) plan are deductions only. There are no matching employer contributions. The "U.A. 401(k) Plan" referred to herein will initially be administered through the existing Oklahoma State Pipe Trades Annuity Fund. Contributions shall be remitted to the Pipe Line Industry Benefit Fund for transfer to that fund. Establishment of a separate fund for this purpose to receive a spinoff from the Oklahoma State Pipe Trades Annuity Fund and to receive future 401(k) contributions is subject to the discretion of the Employers and the Union. The Agreement and Declaration of Trust of the Oklahoma State Pipe Trades Annuity 401(k) Fund is incorporated and made a part of this Agreement by reference thereto.

(C) The submitting of contributions/deductions provided for in this Article shall be governed by the provisions of Article XXIII.

### XXIII.

#### SUBMITTING REPORTS AND CONTRIBUTIONS, LATE FILING CHARGES AND DELINQUENCIES

(A) All contributions due and owing to the Pipe Line Industry Benefit Fund, the Pipe Line Industry Pension Fund, Oklahoma State Pipe Trades Annuity Fund, and the Local 798 Training Center, shall be deemed and are considered to be assets of each such trust fund.

(B) Upon the written request of any employee who is a member of a local union having jurisdiction of work covered by this Agreement, the Director of the Benefit and Pension Funds provided for in this Agreement shall immediately transfer to the fringe funds established by the employee's local union all contributions made on his behalf to such Funds by Employers working under this Agreement, subject to approval by the Board of Trustees.

(C) Changes in the amounts to be contributed to each Fund may be made by agreement between the Pipe Line Contractors Association and the Union.

(D) The Pipe Line Industry Benefit Fund, the Pipe Line Industry Pension Fund, and the U.A. Local 798 Training Center, shall be administered by a Board of Trustees consisting of three (3) members appointed by the Union, and three (3) members appointed by the Pipe Line Contractors Association.

(E) There have heretofore been prepared and executed Trust Agreements for the Benefit Fund, Pension Fund, and Training Center. The parties have also adopted the Trust Agreement for the Oklahoma State Pipe Trades Annuity Fund and consent to the appointment and retention of its current and future governing boards of trustees. Such Trust Agreements set out the type of health and welfare, pension, training and other benefits which are provided by the Funds and the manner and procedure to be followed in qualifying for such benefits. The Trustees shall have the authority to determine the amount of each of such benefits which can be provided by the resources of the Funds and the time when such benefit payments may begin.

(F) Each Employer working under this Agreement agrees to be bound by the terms and provisions of the Trust Agreements referred to hereinabove, and to promptly pay all contributions to the office of the Pipe Line Industry Benefit Fund upon forms supplied by that office.

(G) If, in the opinion of the Board of Trustees of any of the above named Funds, any individual Employer has had a record of delinquent contributions to such an extent that it is necessary for the protection of the beneficiaries of such Funds that some security for the contributions be obtained, said Board of Trustees is authorized to require such individual Employer to deposit the sum of \$300 per employee in an escrow account designated by the Director of the Funds. Upon completion of the job, any amounts in excess of the contributions due shall be refunded to the individual Employer.

(H) No Employer working under the terms of this Agreement shall be obligated or required to make any other contributions or payments in and to any other Trust Fund administered for the purpose of any of the provisions authorized pursuant to the National Labor Relations Act, as amended, when engaged in work covered by the terms of this Agreement.

(I) When a man is taken from any crew to be used temporarily as a welder helper, and such man's wage rate is higher than the welder helper wage rate, he shall be paid the higher wage rate; and if Employer is required to pay into other fringe funds for that man, Employer will not be required to make any contributions to the fringe funds called for in the National Pipe Line Agreement; provided, that contributions to the fringe funds called for by this National Pipe Line Agreement shall be required if the temporary welder helper has worked more than eight hours in that capacity. Nevertheless, if Employer has called upon Union to supply a permanent welder helper, and Union has failed to do so, Employer shall not be required to make such contributions for hours worked by the temporary welder helper.

(J) Each Employer shall report and pay regularly, and no less frequently than its regular payroll period, all contributions due.

(K) All contributions become delinquent after thirty (30) days from the end of the reporting period, and a late report charge of up to 15% of the amount due but not less than \$100.00 shall be paid into the Funds by said delinquent Employer; provided, further, that if it becomes necessary in the opinion of the Board of Trustees to refer such delinquency to an attorney for collection, said Employer agrees to pay all court costs and all attorneys' fees in addition to the late report charge.

(L) For the purpose of venue and jurisdiction, each individual Employer hereby designates and appoints the Clerk of the United States District Court for the Northern District of Oklahoma as agent for the service of process, and the Funds' Director shall promptly furnish all delinquent contractors, by certified mail, a copy of all pleadings and notices of suit.

(M) The arbitration provisions in Article XVII of this Agreement shall not be applicable to the rights and liabilities created by this Article.

(N) Notwithstanding any other provision of this Agreement, the Union shall be authorized to withhold labor and refuse employee referrals to any Employer that becomes more than 60 days delinquent in its fringe benefit contributions to any trust fund. No employee shall be terminated or retaliated against by any Employer for participating in any work stoppage or cessation initiated by the Union pursuant to this subsection. The exercise of this right by the Union shall not impair the rights of the Union or Trustees of the Funds to pursue collection of delinquent contributions through litigation or administrative collection on any surety bond.

#### **XXIV.**

##### **SUBSTANCE ABUSE POLICY**

A Substance Abuse Policy has been negotiated by the Pipe Line Contractors Association and the United Association and is attached hereto and made a part of this Agreement as Exhibit C.

#### **XXV.**

##### **ALCOHOL MISUSE PREVENTION POLICY**

An Alcohol Misuse Prevention Policy has been negotiated by the Pipe Line Contractors Association and the United Association and is made part of the Agreement. Refer to Exhibit F for information on this Policy.

#### **XXVI.**

##### **HISTORICAL PRECEDENT**

Since the inception of the National Pipe Line Agreements, which cover all mainline cross-country pipe line construction, only four (4) unions have been recognized, and all work relating to such pipe line construction has been performed by these four (4) unions. They are: The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, The International Union of Operating Engineers, and The Laborers International Union of North America. The recognition of only these four (4) unions on such work is hereby reaffirmed.

#### **XXVII.**

##### **INTERPRETATIONS**

Interpretations to this Agreement have been agreed upon between the Pipe Line Contractors Association and the United Association and are attached hereto and made a part of this Agreement as Exhibit D.

XXVIII.

INDIAN PREFERENCE IN EMPLOYMENT

The hiring procedures contained in this Agreement shall not apply in the "territorial jurisdiction" of any Indian Nation which has adopted an Indian Preference in Employment Law, provided that those persons covered by the law and seeking covered employment under this Agreement possess the "necessary qualifications" which are essential to the performance of that specific job.

XXIX.

EFFECTIVE DATE, TERMINATION AND RENEWAL

(A) This Agreement shall become effective August 1, 2004, when signed by the parties hereto and shall remain in full force and effect until its termination as provided hereinbelow.

(B) The provisions of this Agreement shall continue in full force and effect until July 31, 2005, and thereafter from year to year unless terminated at the option of either party after sixty (60) days' notice in writing to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of November, 2004.

THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPEFITTING INDUSTRY OF  
THE UNITED STATES AND CANADA

By: Martin J. Maddaloni  
Martin J. Maddaloni,  
General President

By: John Budzinski  
John Budzinski, Director of Pipeline  
and Gas Distribution

PIPELINE CONTRACTORS ASSOCIATION

By: Paul C. Gregory  
Paul C. Gregory,  
President

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

**SPECIAL AGREEMENT FOR SMALL DIAMETER PIPE  
BETWEEN THE PIPE LINE CONTRACTORS ASSOCIATION  
AND THE UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES AND CANADA**

The wage rates, fringes and conditions set out herein will apply for the Continental United States and for the type of work described below. The terms and conditions of this Special Agreement will remain in effect from August 1, 2004, until July 31, 2005. Termination of this Special Agreement will be in accordance with the provisions of Article XXIX of the National Pipe Line Agreement.

a. States

1. Alabama, Arizona, Arkansas, Colorado, Florida, Georgia, Kansas, Louisiana, Mississippi, Nevada, New Mexico, Oklahoma, South Carolina, Texas, Utah and Wyoming.

2. All other states.

b. Scope of Work

All pipeline 16" and under any length.

c. Wage Rates, Fringes and Conditions:

1. Wage rates and fringes for all States set out in a.1 above. (effective for work bid on or after August 1, 2004):

Journeymen	\$27.00	Helper*	\$10.65
Fringes	<u>6.30</u>	Fringes	<u>5.22</u>
	\$33.30		\$15.87

Per Diem \$30.00 per day Per Diem \$30.00 per day

\* (Use \$13.65 for Laborer's comparison)

2. Wage rates and fringes for all States set out in a.2 above. (effective for work bid on or after August 1, 2004):

Journeymen	\$27.00	Helper*	\$11.15
Fringes	<u>7.30</u>	Fringes	<u>5.22</u>
	\$34.30		\$16.37

Per Diem \$30.00 per day Per Diem \$30.00 per day

\* (Use \$14.15 for Laborer's comparison)

3. Conditions for all States set out above (effective August 1, 2004 to July 31, 2005):

a. There will be no Graded Welder Helpers other than the Graded Welder Helper on hydrostatic testing, clampmen and

the Graded Welder Helper using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders when the pipe gang is set up on a production basis. Such Graded Helpers will receive .70 per hour above the basic welder helper rate. The Graded Helper using a power buffer or grinder immediately behind the stringer bead and/or hot-pass welders under this section will receive \$2.00 per hour above the basic Welder Helper rate.

- b. There will be no restrictions on Assembly Point(s) distance from living accommodations and may be on or near right-of-way. The establishing of Assembly Point or Points will not affect the location of the warehouse.
- c. The Welder Helper will receive the basic hourly rate listed hereinabove, or the Laborer's basic hourly rate less \$3.00 for per diem adjustment for the area in which the job is located, whichever is greater. Fringes are not involved in the comparison.
- d. Per diem will be paid for number of days in the work week set out on the pre-job form.
- e. Once a crew is hired the contractor can move that crew from job to job without change, regardless of location of job.
- f. The contractor will have the right to hire five (5) of the first six (6) U.A. employees (of each class - Journeymen, Welders and Helpers). After the sixth (6<sup>th</sup>) employee is hired, hiring will be in accordance with the hiring formula under the National Pipe Line Agreement so that 50/50 hire will begin after the sixth (6<sup>th</sup>) hire.
- g. Composite Crews. All employees will work under a composite crew concept as determined by contractor.
- h. Rig Pay. Rig pay (for work bid on or after 7/1/02) will not be less than \$13 per hour and the Welder will furnish the fuel, unless job specific considerations are agreed upon at the time of the contractor bidding the job.

All other terms and conditions of the National Pipe Line Agreement between the Pipe Line Contractors Association and the United Association will remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Special Agreement For Small Diameter Pipe.

UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

By: Martin J. Maddaloni  
Martin J. Maddaloni,  
General President

By: John Budzinski  
John Budzinski, Director of Pipeline and Gas,  
Distribution

PIPE LINE CONTRACTORS ASSOCIATION

By: Paul C. Gregory  
Paul C. Gregory,  
President

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

EXHIBIT "A"

RE: UNITED ASSOCIATION JOURNEYMEN HOURLY WAGE RATES AND FRINGES

	8/1/04 - 7/31/05	
	<u>Wages</u>	<u>Fringes</u>
Alabama	\$38.00	\$14.05
Alaska	—	\$14.05
Arizona	\$38.70	\$14.05
Arkansas	\$38.00	\$14.05
California	\$38.70	\$14.05
Colorado	\$38.00	\$14.05
Connecticut	\$38.70	\$14.05
Delaware	\$38.25	\$14.05
D.C.	\$38.25	\$14.05
Florida	\$38.00	\$14.05
Georgia	\$38.00	\$14.05
Idaho	\$38.00	\$14.05
Illinois	\$38.25	\$14.05
Indiana	\$38.25	\$14.05
Iowa	\$38.25	\$14.05
Kansas	\$38.00	\$14.05
Kentucky	\$38.25	\$14.05
Louisiana	\$38.00	\$14.05
Maine	\$38.25	\$14.05
Maryland	\$38.25	\$14.05
Massachusetts	\$38.70	\$14.05
Michigan	\$38.25	\$14.05
Minnesota	\$38.25	\$14.05
Mississippi	\$38.00	\$14.05
Missouri	\$38.25	\$14.05
Montana	\$38.00	\$14.05
Nebraska	\$38.00	\$14.05
Nevada	\$38.70	\$14.05
New Hampshire	\$38.25	\$14.05
New Jersey	\$38.70	\$14.05
New Mexico	\$38.00	\$14.05
New York	\$38.25	\$14.05
North Carolina	\$38.00	\$14.05
North Dakota	\$38.00	\$14.05
Ohio	\$38.25	\$14.05
Oklahoma	\$38.00	\$14.05
Oregon	\$38.25	\$14.05
Pennsylvania	\$38.25	\$14.05
Rhode Island	\$38.70	\$14.05

**EXHIBIT "A"**

**RE: UNITED ASSOCIATION JOURNEYMEN  
HOURLY WAGE RATES AND FRINGES**

	<b>8/1/04 - 7/31/05</b>	
	<u>Wages</u>	<u>Fringes</u>
South Carolina	\$38.00	\$14.05
South Dakota	\$38.00	\$14.05
Tennessee	\$38.00	\$14.05
Texas	\$38.00	\$14.05
Utah	\$38.00	\$14.05
Vermont	\$38.25	\$14.05
Virginia	\$38.25	\$14.05
Washington	\$38.25	\$14.05
West Virginia	\$38.25	\$14.05
Wisconsin	\$38.25	\$14.05
Wyoming	\$38.00	\$14.05

**\*(For work bid on or after August 1, 2004, plus per diem of \$40.00 per day based on work week.)**

**Contract Expires July 31, 2005.**

**NOTE: Major projects have special wages above those set out above.  
Contact PLCA or UA for changes.**

**EXHIBIT "B"**  
**RE: UNITED ASSOCIATION WELDER HELPER**  
**WAGE RATES AND FRINGES\***

	8/1/04 - 7/31/05	
	<u>Wages</u>	<u>Fringes</u>
Alabama	\$14.77	\$10.47
Alaska	-	\$10.47
Arizona	\$18.12	\$10.47
Arkansas	\$15.52	\$10.47
*) ** California:		
Zone 1	\$24.39	\$10.47
Zone 2A	\$27.31	\$10.47
Zone 2B	\$26.06	\$10.47
Zone 3	\$25.06	\$10.47
Colorado	\$17.70	\$10.47
Connecticut	\$21.44	\$10.47
Delaware	\$14.65	\$10.47
D.C.	\$17.09	\$10.47
Florida	\$15.92	\$10.47
Georgia	\$16.19	\$10.47
**) Idaho:		
Zone 1	\$22.28	\$10.47
Zone 2	\$20.93	\$10.47
**) Illinois:		
Zone 1	\$20.64	\$10.47
Zone 2	\$19.88	\$10.47
Zone 3	\$23.67	\$10.47
Zone 4	\$20.20	\$10.47
Zone 5	\$19.88	\$10.47
Zone 6	\$19.62	\$10.47
Zone 7	\$20.51	\$10.47
Zone 8	\$20.27	\$10.47
Zone 9	\$20.21	\$10.47
Zone 10	\$20.29	\$10.47
Zone 11	\$18.73	\$10.47
Zone 12	\$18.63	\$10.47
Zone 13	\$20.56	\$10.47
Zone 14	\$19.49	\$10.47
Zone 15	\$21.57	\$10.47
Zone 16	\$19.64	\$10.47
Zone 17	\$20.59	\$10.47
Zone 18	\$21.29	\$10.47
Indiana	\$18.43	\$10.47
**) Iowa:		
Zone 1	\$19.95	\$10.47
Zone 2	\$15.53	\$10.47
**) Kansas:		
Zone 1	\$19.01	\$10.47
Zone 2	\$14.65	\$10.47

**EXHIBIT "B"**  
**RE: UNITED ASSOCIATION WELDER HELPER**  
**WAGE RATES AND FRINGES\***

	8/1/04 - 7/31/05	
	<u>Wages</u>	<u>Fringes</u>
<b>**Kansas (continued)</b>		
Zone 3	\$14.65	\$10.47
Zone 4	\$17.86	\$10.47
Kentucky	\$16.04	\$10.47
Louisiana	\$17.62	\$10.47
Maine	\$14.85	\$10.47
<b>** Maryland:</b>		
Zone 1	\$16.54	\$10.47
Zone 2	\$18.88	\$10.47
Massachusetts	\$22.71	\$10.47
Michigan	\$20.88	\$10.47
<b>** Minnesota:</b>		
Zone 1	\$19.80	\$10.47
Zone 2	\$14.55	\$10.47
Mississippi	\$15.87	\$10.47
<b>** Missouri:</b>		
Zone 1	\$23.20	\$10.47
Zone 2	\$20.71	\$10.47
Zone 3	\$19.67	\$10.47
Zone 4	\$18.27	\$10.47
Zone 5	\$21.94	\$10.47
Zone 6	\$20.59	\$10.47
Montana	\$17.09	\$10.47
Nebraska	\$15.47	\$10.47
<b>** Nevada:</b>		
Zone 1	\$22.10	\$10.47
Zone 2	\$20.35	\$10.47
New Hampshire	\$16.68	\$10.47
New Jersey	\$22.89	\$10.47
New Mexico	\$16.18	\$10.47
<b>** New York:</b>		
Zone 1	\$26.44	\$10.47
Zone 1A	\$26.52	\$10.47
Zone 2	\$24.39	\$10.47
Zone 3	\$25.24	\$10.47
Zone 4	\$25.46	\$10.47
Zone 5	\$21.04	\$10.47
Zone 6	\$20.71	\$10.47
Zone 7	\$22.29	\$10.47
Zone 7A	\$19.77	\$10.47
Zone 7B	\$20.43	\$10.47
Zone 7C	\$20.68	\$10.47
Zone 7D	\$20.83	\$10.47
Zone 7E	\$21.64	\$10.47
Zone 7F	\$20.17	\$10.47

**EXHIBIT "B"**  
**RE: UNITED ASSOCIATION WELDER HELPER**  
**WAGE RATES AND FRINGES\***

	8/1/04 - 7/31/05	
	<u>Wages</u>	<u>Fringes</u>
<b>** New York (continued)</b>		
Zone 7G	\$23.07	\$10.47
Zone 8A	\$21.58	\$10.47
Zone 8B	\$21.73	\$10.47
Zone 9	\$23.03	\$10.47
Zone 10	\$21.34	\$10.47
Zone 11	\$18.48	\$10.47
Zone 12	\$19.80	\$10.47
Zone 13	\$22.27	\$10.47
North Carolina	\$16.29	\$10.47
North Dakota	\$14.65	\$10.47
Ohio	\$21.82	\$10.47
Oklahoma	\$16.23	\$10.47
Oregon	\$21.31	\$10.47
<b>** Pennsylvania:</b>		
Zone 1	\$20.77	\$10.47
Zone 2	\$18.98	\$10.47
Zone 3	\$19.45	\$10.47
Rhode Island	\$22.49	\$10.47
South Carolina	\$16.29	\$10.47
South Dakota	\$15.62	\$10.47
Tennessee	\$16.15	\$10.47
Texas	\$16.28	\$10.47
Utah	\$18.20	\$10.47
Vermont	\$17.35	\$10.47
Virginia	\$16.71	\$10.47
Washington	\$21.04	\$10.47
West Virginia	\$18.76	\$10.47
Wisconsin	\$19.01	\$10.47
Wyoming	\$17.94	\$10.47

\* (For all work bid on or after August 1, 2004, plus \$40.00 per day per diem based on work week)

Contract Expires July 31, 2005

\*\* See attached Pages B-204 through B-210

NOTE: Major projects have special wages above those set out above.  
 Contact PLCA or UA for changes.

EXHIBIT "B"

RE: UNITED ASSOCIATION WELDER HELPER  
WAGE RATES AND FRINGES

\*\* ZONES BY COUNTIES FOR WELDER HELPERS

**CALIFORNIA:**

**Zone 1:**

Imperial	Los Angeles	Riverside	Santa Barbara
Inyo	Mono	San Bernadino	Ventura
Kern	Orange	San Luis Obispo	

**Zone 2A:**

Alameda	Marin	San Mateo	
Contra Costa	San Francisco	Santa Clara	

**Zone 2B:**

Alpine	Kings	Nevada	Solano
Amador	Lake	Placer	Sonoma
Butte	Lassen	Plumas	Stanislaus
Calaveras	Madera	Sacramento	Sutter
Colusa	Mariposa	San Benito	Tehama
Del Norte	Mendocino	San Joaquin	Trinity
El Dorado	Merced	Santa Cruz	Tulare
Fresno	Modoc	Shasta	Toulumne
Glenn	Monterey	Sierra	Yolo
Humbolt	Napa	Siskiyou	Yuba

**Zone 3:**

San Diego County Only

**IDAHO:**

**Zone 1:**

Benevay	Clearwater	Latah	Shoshone
Bonner	Idaho*	Lewis	
Boundary	Kootenai	Nez Perce	

\*that part of Idaho County North of Parallel 46 in the State of Idaho

**Zone 2:**

Rest of State

**ILLINOIS:**

**Zone 1:**

Peoria County

**Zone 2:**

Madison	St. Clair		
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**Zone 3:**

Boone	Grundy	Kendall	McHenry
Cook	Kane	Lake	Will
DuPage			

**Zone 4:**

Bureau LaSalle Putnam

**Zone 5:**

Bond Green Monroe Washington  
Calhoun Jersey Montgomery  
Clinton Macoupin Randolph

**Zone 6:**

Coles Cumberland

**Zone 7:**

Mercer Rock Island

**Zone 8:**

Fulton Tazewell

**Zone 9:**

Carroll Jo Daviess Ogle Whiteside  
DeKalb Lee Stephenson Winnebago

**Zone 10:**

Ford Iroquois Marshall Stark  
Hancock Kankakee McDonough Warren  
Henderson Knox McLean Woodford  
Henry Livingston

**Zone 11:**

Clay Fayette Lawrence Wabash  
Crawford Hamilton Marion Wayne  
Edwards Jasper Richland White  
Effingham Jefferson

**Zone 12:**

Alexander Jackson Perry Saline  
Franklin Johnson Pope Union  
Gallatin Massac Pulaski Williamson  
Hardin

**Zone 13:**

Adams Christian Menard Sangamon  
Brown Logan Morgan Schuyler  
Cass Mason Pike Scott

**Zone 14:**

Vermillion

**Zone 15:**

Champaign Dewitt Platt

**Zone 16:**

Clark Douglas Edgar

**Zone 17:**

Shelby

**Zone 18:**

Macon Moultrie

**IOWA:**

**Zone 1:**  
Scott

**Zone 2:**  
Rest of State

**KANSAS:**

**Zone 1:**  
Johnson Wyandotte

**Zone 2:**  
Anderson Geary Marshall Reno  
Chase Jackson McPherson Republic  
Clay Jefferson Miami Riley  
Cloud Leavenworth Morris Saline  
Coffey Linn Osage Shawnee  
Dickinson Lyon Ottawa Wahaunsee  
Douglas Marion Pottawatomie Washington  
Franklin

**Zone 3:**  
Allen Cherokee Harper Neosho  
Atchison Cowley Harvey Sedgwick  
Bourbon Crawford Kingman Summer  
Brown Doniphan Labette Wilson  
Butler Elk Montgomery Woodson  
Chatauqua Greenwood Nemaha

**Zone 4:**  
Rest of State

**MARYLAND:**

**Zone 1:**  
Calvert Kent Queen Annes Talbot  
Caroline Montgomery Somerset Winconico  
Charles Prince Georges St. Marys Worchester  
Dorchester

**Zone 2:**  
Rest of State

**MINNESOTA:**

**Zone 1:**  
Anoka Hennepin Scott Washington  
Carlton Isanti Sherburne Wright  
Carver Itasca St. Louis (North  
Chisago Lake of T.55N)  
Cook Pine St. Louis (South  
Dakota Ramsey of T.55N)

**Zone 2:**  
Rest of State

**MISSOURI:**

**Zone 1:**

St. Louis County

**Zone 2:**

Clay Jackson Platte Ray

**Zone 3:**

Buchanan Cass Lafayette

**Zone 4:**

Andrew Dade Holt Ozark  
Atchison Dallas Jasper Pettis  
Barry Daviess Johnson Polk  
Barton DeKalb Laclede Saline  
Bates Douglas Lawrence Stone  
Benton Gentry Livingston St. Clair  
Caldwell Greene McDonald Taney  
Camden Grundy Mercer Vernon  
Carroll Harrison Morgan Webster  
Cedar Henry Newton Worth  
Christian Hickory Nodaway Wright  
Clinton

**Zone 5:**

Franklin Jefferson St. Charles

**Zone 6:**

Adair Gasconade Monroe Schuyler  
Audrian Howard Montgomery Scott  
Bollinger Howell New Madrid Scotland  
Boone Iron Oregon Shannon  
Butler Knox Osage Shelby  
Callaway Lewis Pemiscot St. Francis  
Cape Girardeau Lincoln Perry Ste. Genevieve  
Carter Linn Phelps Stoddard  
Charlton Macon Pike Sullivan  
Clark Madison Pulaski Texas  
Cole Maries Putnam Warren  
Cooper Marion Ralls Washington  
Crawford Miller Randolph Wayne  
Dent Mississippi Reynolds  
Dunklin Moniteau Ripley

**NEVADA:**

**Zone 1:**

Clark Esmeralda Lincoln Nye

**Zone 2:**

Rest of State

**NEW YORK:**

**Zone 1:**

Bronx                      New York                      Queens                      Richmond  
Kings

**Zone 1A:**

Nassau                      Suffolk

**Zone 2:**

Westchester                      Putnam

**Zone 3:**

Rockland

**Zone 4:**

Columbia (Townships of Ancram, Claverack, Clermont, Copake, Galatin,  
Germantown, Greenport, Hillside, Hudson, Livingston, Philmont  
and Taconic)

Dutchess

**Zone 5:**

Delaware                      Orange                      Sullivan                      Ulster  
Green                      Otsego

**Zone 6:**

Eric

**Zone 7:**

Broome, Tioga (Townships of Richford, Berkshire, Newark Valley,  
Oswego, Tioga, Barton and Nichols)

Chenango (Townships of Columbus, Linklaen, Otselic, Smyrna, Pitcher,  
Pharsalis, Plymouth, North Norwich, German, McDonough,  
Preston, Norwich, Smithville, Oxford, Guilford, Greene,  
Conventry, Bainbridge and Afton)

Delaware (Townships of Sidney, Masonville, Walton, Tompkins, Deposit,  
Hancock and Colchester)

**Zone 7A:**

Herkimer, Oneida (Townships of Sangerfield, West Winfield,  
Bridgewater, Marshall, Paris, New Hartford, Whitestown, Marcy,  
Trenton, Deerfield, Forestport, Kirkland and Remsen)

Montgomery (Townships of St. Johnsville, Minden, Canajoharie, Palatine  
and Root)

Fulton (Townships of Stratford, Oppenheim, Caroga and Ephrata)

Madison, Oneida (Townships of Florence, Camden, Annsville, Lee, Ava,  
Boonville, Western Steuben, Vienna, Rome, Floyd,  
Westmoreland, Vernon, August and Verona)

**Zone 7B:**

Onondaga

**Zone 7C:**

Clinton                      Essex                      Warren

**Zone 7D:**

Oswego

**Zone 7E:**

Franklin                      Jefferson                      Lewis                      St. Lawrence

**Zone 7F:**

Cortland, Tompkins, Tioga (Townships of Spencer and Candor)  
Schuyler (Township of Catherine)

**Zone 7G:**

Chenango (Townships of Sheburne, Columbus and New Berlin)  
Delaware (Townships of Franklin, Hamden, Stamford, Delhi, Kortright,  
Harpersfield, Meredith and Davenport)

**Zone 8A:**

Albany (Town                      Fulton                      Montgomery                      Schenectady  
Of Colonie)                      Green (Catskill                      Rennselaer (Sec 8B)                      Schoharie  
Colombia                      Township)                      Saratoga                      Washington

**Zone 8B:**

Albany (Except Town of Colonie)  
Columbia (Townships of Stuyvesant, Stockport, Kunderhook, New  
Lebanon, Canaan, Ghent, Chatham and Austerlitz)  
Green (Except Catskill Township)  
Rennselaer (Townships of North Greenbush, East Greenbush, Scholack,  
Nassau, Stephentown and Town of Rennselaer)

**Zone 9:**

Niagara

**Zone 10:**

Genessee                      Monroe                      Orleans                      Wyoming  
Livingston

**Zone 11:**

Allegany                      Chataugua (Townships of French Creek, Clymer,  
Cattaraugus                      Chataugua, Gerry, Ellington, Ellery and Stockton)

**Zone 12:**

Chemung                      Schuyler (Except Township of                      Stueben  
Catherine)

**Zone 13:**

Cayuga                      Seneca                      Wayne                      Yates  
Ontario

**PENNSYLVANIA:**

**Zone 1:**

Bucks                      Delaware                      Montgomery                      Philadelphia  
Chester

**Zone 2:**

Allegheny  
Armstrong  
Beaver  
Bedford  
Blair  
Butler  
Cambria  
Cameron  
Centre

Clarion  
Clearfield  
Clinton  
Crawford  
Elk  
Erie  
Fayette  
Forest

Franklin  
Fulton  
Greene  
Huntingdon  
Indiana  
Jefferson  
Lawrence  
McKean

Mercer  
Mifflin  
Potter  
Somerset  
Venango  
Warren  
Washington  
Westmoreland

**Zone 3:**

Adams  
Berks  
Bradford  
Carbon  
Columbia  
Cumberland  
Dauphin  
Juniata

Lackawanna  
Lancaster  
Lebanon  
Lehigh  
Luzerne  
Lycoming  
Monroe

Montour  
Northampton  
Northumberland  
Perry  
Pike  
Schuylkill  
Snyder

Sullivan  
Susquehanna  
Tioga  
Union  
Wayne  
Wyoming  
York

## NATIONAL PIPE LINE AGREEMENT

9012

AGREEMENT made by and between the PIPE LINE CONTRACTORS ASSOCIATION, its contractor members and such other mainline pipe line contractors who execute an acceptance of the terms and provisions of this Agreement, hereinafter referred to as the "Employer," and THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, hereinafter referred to as the "Union."

### WITNESSETH:

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

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

### I. COVERAGE

(A) This Agreement shall apply to and cover all transportation mainline pipe line and underground cable (cable covered only when cable work is combined with or an integral part of pipe line project) work coming within the jurisdiction of Union contracted for or performed by Employer within the continental United States as such work is more fully described in Paragraphs (B), (C), (D), (E), and (F) below. Work done in the State of Alaska shall also be covered by the terms of this Agreement; provided, however, that Employer and Union shall meet to agree upon the wage rates and any conditions relating to transportation, subsistence and camp jobs which may be necessary in that State. By mutual agreement, this contract may be extended to cover other territory.

(B) Transportation mainline pipe lines coming under this Agreement are defined as follows:

The construction, installation, double jointing, rebeveling, treating, reconditioning, testing, taking-up, re-laying, or relocation of cross-country pipe lines or any segments thereof transporting coal, gas, oil, water\* or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the first metering station or connection.

The phrase "first metering station or connection" means that point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. If a metering station or connection is located on such mainline transmission line or higher pressure lateral or branch line or between two or more mainline transmission lines or higher pressure lateral or branch lines then such work is covered by this Agreement.

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

\* (Parties will negotiate special wages and conditions for water lines.)

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

(E) Fabrication and installation of all launchers, receivers and appurtenant piping and related facilities on mainline pipelines, including those portions within private property boundaries which are an integral part of the pipe line system. Employer shall have the right to perform all fabrication work on mainlines or pumping stations under either (1) the terms and conditions of this Agreement, or (2) in a permanent fabrication shop under the terms and conditions of the National Minimum Standard Agreement for a Commercial Pipe Fabricating Shop. All fabrication performed in a permanent fabrication shop must carry the United Association Union label.

(F) \*All pumping stations.

(G) Welding on steel pipe supports as well as the setting, adjusting, aligning, repairing and maintaining of associated rollers is work that is covered by this Agreement.

(H) Such pipe line construction, installation, repair, maintenance, replacement or reconditioning as may be combined with or associated or comprising an integral part of other work more particularly and usually defined as Engineering or Building Construction, tank farms, refineries, plant to plant connecting lines within city limits and city distribution lines are not covered by this Agreement.

(I) For purposes of this Agreement, wherever the words "special work" are used, they shall refer to and include the following work, and special provisions pertaining to such work are set out in Article XIX hereafter.

1. Gathering lines as described in Paragraph (C) above.
2. Marine work as described in Paragraph (D) above.
3. Short lines
4. Highway relocation
5. Change outs
6. Congested area work
7. Road crossings and cable
8. River crossings
9. Bridge crossings
10. Fabrication
11. Testing and rehabilitation
12. Take-up and salvage
13. Double jointing in the field
14. Water lines including pipe made of material other than steel

(J) If and when Employer shall perform work covered by this Agreement under its own name, under the name of another, as a corporation, company, partnership, enterprise, or any combination, including a joint venture, this Agreement shall be applicable to all such work performed under the name of Employer or the name of any other corporation, company, partnership, enterprise, combination or joint venture.

(K) All of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by Employer or any subcontractor of said Employer.

\* (See U.A. National Station Agreement)

(L) In order to preserve work customarily performed by employees working under this Agreement, it is agreed that as a primary working condition, all double jointing and rebeveling of pipe shall be performed by an Employer bound to this Agreement, except as otherwise mutually agreed upon in writing by the Union and the Pipe Line Contractors Association with relation to any particular job or project. It is further agreed that no subterfuge shall be used to avoid the intent and scope of this provision, and this Agreement shall apply to all firms, corporations or contractors owned, financed or in any way controlled by an employer bound to this Agreement. A violation of this provision shall be considered a material breach of the Agreement and shall be grounds for the Union's immediate cancellation of the Agreement with the individual Employer which has violated this provision. The Union's right to terminate the Agreement under this provision shall not be exclusive and shall not impair any and all remedies which the Union might otherwise seek for a breach of this provision.

(M) In the event new methods or new equipment (including double jointing racks) for welding or lining up pipe are utilized, the manning of such equipment and the methods to be used in operating such equipment shall be agreed upon by the Pipe Line Contractors Association and the Union.

(N) If an automatic welding process is successfully developed, and its use on work covered by this Agreement results in the displacement of employees who would otherwise have been hired to perform such work, at the request of either party, representatives of the Pipe Line Contractors Association and the Union will meet for the purpose of determining an equitable means of continuing the benefits to which such employees are entitled under the Pipe Line Industry Benefit Fund and the Pipe Line Industry Pension Fund.

(O) It is the intent of the Union to have uniform wages and working conditions in the industry. However, the parties recognize that in connection with the Unions' organizing efforts to increase the market share of the union industry, it may be necessary to permit newly organized employers to complete existing projects or projects where bids have been accepted under the conditions which the employer bid the work, it may be necessary for the Union to, on a temporary basis, represent employees who perform work outside the Union's tradition jurisdiction and, on a temporary basis, it may be necessary to make adjustment to accommodate existing market segments where there is not currently significant union market share. Union also agrees that Employers granted any concessions under this paragraph will be obligated to sign the current National Pipe Line Agreement for future covered work. It is further agreed that the Union and the Association will meet on a regular basis (minimum two times annually) to review progress in planning under this Article. Absent the above exception, the following continues to apply: In no event shall Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by Union for any other employer engaged in similar work.

(P) If any provision of this Agreement is in conflict with the laws or regulations of the United States or of the State in which the work is to be performed, such provision shall be superseded by such law or regulation, but all other provisions of this Agreement shall continue in full force and effect; provided that in no case shall

wage rates be paid which are lower than those set out in this Agreement.

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

(R) This Agreement shall supersede all other agreements between Employer and any local of the Union for any work covered herein and described above.

(S) In order to be more competitive in certain areas in the country, the Pipe Line Contractors Association and the United Association may mutually agree to put into effect special wages and conditions for specific areas or projects. These special wages and conditions will apply to the areas or projects involved for the period of time to be established by the principal parties.

(T) All personal nouns or pronouns used in this Agreement refer to both the male and female gender.

## II.

### UNION RECOGNITION, UNION SECURITY

(A) The Employer recognizes the Union as the sole bargaining representative for all the employees covered by this Agreement with respect to wages, hours and other terms and conditions of employment.

(B) It is the intent and purpose of the parties hereto that all of the terms and conditions of employment for work covered under this Agreement shall be set out herein, and that neither the Union nor any representative thereof shall demand of any individual contractor any wages, hours or other terms and conditions of employment not specified herein, nor shall any individual Employer or representative thereof offer any wages, hours or other terms and conditions of employment not specified herein.

(C) Job site agreements or understandings made in the field between union representatives and contractor representatives that are not covered by this Agreement or that are in variance with the terms and conditions of this Agreement will not be effective until a joint letter covering the matter and confirming the agreement or understanding has been signed by the Union and the Association.

(D) If, without prior mutual approval by the Pipe Line Contractors Association and the United Association, any individual Employer pays in excess of the wages set out in this Agreement in the form of extra money, extra hours, extra travel or stand-by time or in the form of a bonus by any subterfuge, and the Pipe Line Contractors Association and the United Association both agree that such excess payment is in violation of this Agreement, then such individual Employer shall be required to pay the same extra compensation to all journeymen covered by this Agreement and a proportionate additional compensation to all other employees covered by this Agreement, and such requirement shall continue until that particular job is completed. In no event shall any penalty payment be made by any Employer until such time as the International Representative of the United Association and the Managing Director of the Pipe Line Contractors Association have reviewed the facts and

mutually agree that such payment is due. When no mutual agreement between the Pipe Line Contractors Association and the United Association can be reached, the question shall be resolved by arbitration in accordance with the procedure set out in Article XVII, Sections (C), (D) and (E) of this Agreement. It is understood and agreed, however, that any profit-sharing, retirement or pension plan which an individual Employer may have established and which has not been set up for one particular job shall not be considered an excess payment or bonus.

(E) All employees covered by this Agreement, as a condition of continued employment, shall, commencing on the 8th day following the beginning of such employment, or the effective date of this Agreement, whichever is later, acquire and, for the duration of this Agreement, maintain membership in the Union. This provision shall not apply in any State where such a requirement for continued employment is prohibited by law.

(F) The business representative of the Union shall have access to any job at any time, but shall notify the field office of his presence on the job.

### III.

#### UNION DUES AND CHECK-OFF

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

(B) All sums of money withheld by an Employer from the paychecks of employees as Union initiation fees or dues for the benefit of the employees' local union shall be transmitted to the Local Union no later than thirty (30) days after the date on which said sums of money were withheld.

(C) If Employer fails to transmit all sums of money so withheld within the thirty (30) day period, he shall be subject to an additional payment of up to 15% of the amount due but not less than \$100. If it becomes necessary for the Union to employ an attorney to collect such sums of money withheld by Employer, Employer shall also pay all court costs and attorneys' fees.

(D) Each Local Union shall have the authority to bring suit in a court of competent jurisdiction in the area where the Local Union has its headquarters for the purpose of collecting initiation fees and dues withheld but not transmitted within such thirty (30) day period.

(E) For the purpose of venue and jurisdiction, each individual Employer hereby designates and appoints the Clerk of the United States District Court for the Northern District of Oklahoma, or the Clerk of the United States District Court in the area where the job is located, as agent for the service of process, and the Local Union shall promptly furnish the delinquent Employer, by certified mail, a copy of all pleadings and notices of suit.

(F) The arbitration provisions in Article XVII of this Agreement shall not be applicable to the rights and liabilities created by this Article.

#### IV.

### EMPLOYMENT, LAY-OFF AND DISCHARGE OF PERSONNEL

(A) Employer shall have full responsibility for management, and shall be the sole judge as to the number of employees required, subject to the conditions hereinafter stated.

(B) The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

(C) The word "journeyman" shall mean all persons seeking employment as welders, spacers, stabbers, and persons carrying the line in pipe line construction. The word "helper" shall mean all persons seeking employment as welder helpers. The clamp man is classified as a graded helper.

(D) Employer shall be the sole judge as to the competency of any Employee and shall have the right to discharge any employee.

(E) At the start of each job all journeymen and welder helpers shall be hired by the employers signatory hereto in accordance with the following formula and subject to the conditions set out in Paragraph (G) hereinafter.

<u>Number of Employees Required</u>	<u>Number Hired Directly By Employer</u>	<u>Number Dispatched By Union</u>	<u>Number of Employees Required</u>	<u>Number Hired Directly by Employer</u>	<u>Number Dispatched By Union</u>
1	0	1	7	4	3
2	1	1	8	4	4
3	2	1	9	5	4
4	2	2	10	5	5
5	3	2	11	6	5
6	3	3	12	6	6

Thereafter, Employer shall have the right to hire the thirteenth (13th) journeyman and welder helper, and the Union shall dispatch the fourteenth (14th) journeyman and welder helper, and they shall alternate thereafter until the full crew has been employed.

(F) Once a job has started, replacements or additional journeymen and welder helpers needed will be hired either directly by the Employer or referred by the Union in accordance with the formula in effect at that time so that at all times the ratio of employees on the job shall be as set forth in the applicable formula.

(G) The conditions to be followed in the initial hiring or replacement of employees are:

1. Employer retains the right to reject any job applicant and may exercise the right before the Union dispatches any employees required by Employer. Upon request, Employer will confirm by letter or telegram any verbal rejections made.

2. The selection of applicants for referral by Union or hired directly by Employer 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, policy or requirements.
3. There shall be no limitation on Employer's right to select employees with particular classifications or skills from among the employees hired by Employer direct. Nor shall there be any limitation on Employer's right to assign employees to particular classifications because of the employee's membership or non-membership in a particular local union.
4. The Union must dispatch the employees requested by Employer at the start of a job within forty-eight (48) hours. The Union must dispatch the employees requested after a job has started within twenty-four (24) hours. If such employees are not actually enroute to the job site within the time required, Employer may hire any employees from any source. In this event, Union shall not interfere with Employer's right to hire employees direct.
5. Union agrees that unless Employer requests otherwise, no journeymen or welder helpers will be dispatched to Employer's job until the welders required through the referral procedure have actually been dispatched.

(H) Employer shall be the sole judge as to the number of employees required. The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done. In addition to the welder foreman, the welders, and their helpers, Employer shall be required to employ journeymen spacers, stabbers and persons carrying the line as needed.

(I) Once the original crew has been hired, Employer shall have the right to keep such crew intact for the duration of the job, regardless of the local union jurisdiction.

(J) Employer shall have the right to keep and transfer such original crew from one job to another within the jurisdiction of the same local union, provided journeymen are paid waiting time for any days intervening between the two jobs, and travel pay in accordance with this Agreement.

(K) At the end of the job, Employer will lay off welders, journeymen and welder helpers who are no longer needed. The layoff procedure should be such that the ratio of employees hired directly by Employer and those referred by the Union shall be the same as that set out in the formula above.

## V.

### STEWARDS

(A) Union and Employer representatives shall mutually agree upon the appointment of a steward at the pre-job conference. Separate stewards shall not be required on remote segments of a mainline pipe line construction job if the steward on the mainline job is given sufficient time and transportation to perform his duties as steward among the employees on such remote segments.

(B) Following the pre-job conference, the steward shall be placed on

Employer's payroll on the date corresponding to one of the following three occurrences, whichever date is earliest.

1. The date of testing welders;
2. The date that rigging up welding equipment, such as sleds, tack rigs, hot-pass rigs, etc., on the right-of-way begins;
3. The date on which Employer employs the second utility welder in rigging up any other equipment on the right-of-way.

(C) The steward shall be a working steward and shall perform his duties the same as any other journeyman, and shall not be discharged for Union activities. The steward's duties shall not include any matters relating to referral, hiring, retention, termination, or discipline of employees.

(D) The steward shall not be permitted to take time away from his job duties to handle administrative work for the Union. The steward will be allowed a reasonable time to process grievances or complaints. Whenever the steward is occupied away from his job duties, his helper may be assigned to other work.

(E) It is agreed that the steward has no authority from Union to cause a work stoppage.

(F) Where the steward has been regularly working on a job and for some unanticipated reason does not show up for work on a particular day, the employees shall start and continue to work and the welder foreman shall notify the local union office of the steward's absence.

(G) The steward shall remain on Employer's payroll until the tie-in work has been completed. After the firing line has finished its work, the steward may, at Employer's option, be used as one of the tie-in welders.

## VI.

### FOREMEN

(A) The appointment of all foremen is the responsibility of Employer. Such appointments shall not be interfered with by Union. Such foremen may be paid on an hourly, weekly or monthly basis, as determined by Employer.

The welder foreman shall be covered by the Pipe Line Industry Benefit Fund or the Pipe Line Industry Pension Fund. Contributions shall be made by Employer for the same number of hours that the job is set up on per week except as provided in (B).

(B) When twelve (12) or fewer welders are employed, the welder foreman will be allowed to work with the tools, at the discretion of Employer. Such working foreman shall be paid a minimum of \$1.00 per hour more than the regular journeyman rate and contributions shall be made by Employer to the Pipe Line Industry Benefit Fund and the Pipe Line Industry Pension Fund for all hours worked by such foreman.

## VII.

### JOB NOTIFICATION AND ENFORCEMENT

(A) Employer agrees to notify Union promptly before starting any job

covered under the terms of this Agreement. It is a violation of this Agreement to start a job without prior notification or a pre-job conference.

(B) Employer and Union shall hold a pre-job conference before the start of any job and Union's representatives at such conference shall be authorized by Union to represent Union for the entire area covered by the job. It shall be the purpose of the pre-job conference to agree upon such matters as the length of the work week, the number of men to be employed, the applicable wage rates in accordance with the contract, and any other matters not including any interpretation of the clauses of this Agreement, it being agreed that any interpretation of the Agreement should be made between the Pipe Line Contractors Association and the United Association, so that proper application thereof may be made on the jobs. No representative of any individual contractor and no representative of the Union shall demand at the pre-job conference or at any other time during the continuance of the job any term or condition not covered by this Agreement. A copy of the report made on each pre-job conference shall be furnished to the Pipe Line Contractors Association and the United Association, and no agreement made at any pre-job conference which adds to or modifies in any way the terms and conditions of this Agreement shall be binding on any individual contractor or the Union unless approved and ratified by the Pipe Line Contractors Association and the United Association.

(C) Union agrees to send a copy of this Agreement to each of its locals having pipe line jurisdiction and agrees that the terms of this Agreement shall be recognized by each local union. The enforcement of this Agreement by Union is vested in the local union designated by the Union to handle work covered under this Agreement.

## **VIII.**

### **ASSEMBLY POINT AND WAREHOUSE**

(A) The time of each employee shall start in the morning at his designated Assembly Point, which shall be agreed upon at the pre-job conference, but which in no event shall be on the pipe line right-of-way.

(B) If possible, there should be only one Assembly Point for all employees and in no event shall there be more than two Assembly Points.

(C) If one city, town or community large enough to provide living accommodations for all employees is located near the job site, then one Assembly Point may be designated not more than ten (10) miles outside the city limits and all employees shall report to and their time shall begin at that Assembly Point. This distance may be increased beyond the ten (10) miles when circumstances warrant as agreed to by the principal parties.

(D) If one such city, town or community is not located near the job site, then one Assembly Point may be designated which is approximately the same distance from several cities, towns or communities where living accommodations are available.

(E) If living accommodations for all of the employees cannot be found in the one large city, town or community contemplated in Paragraph (C), or in

several cities, towns and communities contemplated in Paragraph (D), then a second Assembly Point which qualifies according to either Paragraph (C) or Paragraph (D), so far as available nearby living accommodations is concerned, may be designated by Employer, to which only the remaining employees shall report and at which only their time shall begin.

(F) Notwithstanding the provisions of Paragraphs (C), (D), and (E) above, contractors bidding work in remote areas of the western part of the country may use assembly points closer to the job site so that non-productive riding time may be eliminated or reduced. It is agreed that the number of miles involved will vary.

(G) Employer shall make suitable and prompt transportation available from each Assembly Point agreed upon to the job site and back. The time of the employees shall end at quitting time on the job site; however, the lunch period which may start at anytime between 11:45 A.M. and 12:15 P.M. and continue for 30 uninterrupted minutes (pipe gang/firing line excluded) shall be excluded. The Employer shall return the employees to the Assembly Points in the shortest possible time. It is intended that the lapse of time used to transport the employees from normal quitting time at the job site back to each Assembly Point shall not exceed the lapse of time from starting time at each Assembly Point in the morning to the job site.

## IX.

### WORKING AND SAFETY RULES

(A) There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day, and there shall be no restriction imposed against the use of any type machinery, tools or labor saving devices, except as provided in Article I, Paragraph (L), above. At the discretion of Employer, employees may be changed from one classification to another within the jurisdiction of the Union. During emergencies, any employee of Employer may be assigned to any work; provided, however, that no employee's hourly rate shall be lowered under this provision, and provided further that in the event an employee is assigned to work calling for a higher rate of pay, he shall receive such higher rate for hours so employed.

(B) Stringer bead and hot-pass welders and helpers can be required to weld back on incompleting welds, as long as their wage rate is not lowered.

(C) All maintenance and repair of micro-wire equipment from the lugs out shall be done either by the welder using such equipment or, at Employer's option, by some other journeyman.

(D) Employer shall have the right to make and revise from time to time safety and working rules which are not inconsistent with any of the terms of this Agreement. Union agrees to cooperate in the enforcement of such safety and working rules. Employer, Union, and all employees shall at all times abide by all Federal and State Safety Regulations.

(E) No employee will be required to take a physical examination as a prerequisite to employment.

(F) No foreman or other employee shall be subject to any penalties or fines assessed by Union so long as he is in compliance with the terms and conditions of this Agreement.

## X.

### WAGE RATES AND CLASSIFICATIONS

(A) The hourly wage rates and fringe benefits shown in Exhibits "A" and "B" shall apply to journeymen and helpers respectively for the periods indicated.

(B) The graded helper rate shall be 70 cents per hour above the welder helper rate.

(C) No premium shall be paid for any job assignment unless specifically provided in this Agreement.

(D) Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen. The journeyman employed carrying the line shall receive \$1.00 per hour more than other journeymen.

(E) Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeyman rate. "Production basis" shall mean those situations where one or more welders have been assigned to welding the stringer bead or hot-pass as a permanent or semi-permanent assignment, and to cover areas of skips and/or large amounts of pups in one location. It is not intended to cover the temporary assignment on a daily basis in a cut-out or tie-in crew where any such assignment is for the express purpose of expediting the movement of the tie-in tractors.

(F) Whenever an extra welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set up on a production basis, he shall be paid \$2.00 per hour above the helper rate. Whenever an extra welder helper is employed using a power buffer or power grinder anywhere else on the job, he shall be paid the graded helper rate.

The \$2.00 premium set out above will not apply on work listed in Article I, Paragraph (H). (Exception for marine work, see Article XIX, Marine No. 8.)

(G) The helper assigned to operate the bending mandrel of the bending machine shall be paid the graded helper rate.

(H) Pre-heating with oxygen or acetylene torches and stress relieving shall be assigned to a journeyman. Preheating with liquefied petroleum gas shall be performed by the welder's assigned helper. If an extra welder helper is hired to perform this work he shall be paid at the regular helper rate. Setting the heat on welding machines and hooking and unhooking of welding machines to tow cats shall also be performed by the welder's assigned helper.

(I) Journeymen acting as job stewards shall wherever possible be assigned to the firing line and shall be paid \$1.00 an hour above the journeyman rate for all hours worked by him, or for the number of hours up to a maximum

of thirteen (13) worked by any UA journeymen on the job except the UA mechanic and except for journeymen and/or welders working on testing. Provided that if the UA mechanic performs any welding after the end of the regular shift, such hours shall be counted in computing the steward's pay. It is intended that the steward shall, wherever possible, and at Employer's option, actually work the number of hours for which he is paid.

(J) In the event back welding is performed inside the pipe under either or both of the following conditions, then Employer will pay such welder engaged in back welding at a wage rate \$2.00 per hour above his regular rate for the job only for the days on which such back welding is performed. If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, he shall receive a wage rate 70 cents per hour above the regular helper rate for the days involved.

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

(K) Welders working on "hot work" shall be paid \$2.00 an hour above the regular journeyman rate and helpers working on "hot work" shall be paid the graded helper rate for each day engaged in such work. Journeymen and helpers on "hot work" shall not receive such premium pay unless required by Employer to be in the area of danger. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion. Premium pay shall not be required on work on lines not in service where such lines have been purged with air movers, water or other acceptable methods. Even if such lines have been purged by such methods, if fire or explosion results, then premium pay shall be required.

(L) The pay day shall be once each week, unless the Employer agrees to allow employees one draw on money earned; under such conditions, pay day may be once every two weeks. Employees are to be paid during their regular shift. When employees are laid off or discharged, their check for wages due them at the time of the layoff or discharge must be delivered during their regular shift.

(M) When no work is performed on pay day, Employer shall not be required to deliver checks for wages before the expiration of the number of hours which would ordinarily have been worked during that day.

(N) Employer shall make arrangements in each locality where employees are employed to enable such employees to cash their pay checks, at no cost to the employees.

(O) The wage rate for all employees covered by this Agreement shall be that of the County or State in which the pipe gang is currently working or in which it was located when the pipe was laid out.

## XI.

### OVERTIME AND HOLIDAY PAY

(A) The work week shall begin Monday and shall end Sunday. All hours worked by an employee in excess of eight hours per day and in excess of forty straight time hours per week and all hours worked on Sunday shall be paid for at the rate of time and one-half the straight time rate. Work performed on Christmas, Thanksgiving, Labor Day, New Year's Day and July 4 shall be paid for at double the straight time hourly rate; provided, however, that in the event one of the holidays hereinabove named occurs during the first forty hours of any work week, hours worked on such holidays shall not be counted in computing the forty hours after which the employee is entitled to a rate of time and one-half the straight time rate.

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

## XII.

### WAITING TIME

(A) Journeymen shall be paid waiting time for any days lost during the normal scheduled work week. For any day lost during any one work week, the waiting time payment shall be a lump sum which is the equivalent of five (5) hours' pay at the straight time rate applicable on that particular job.

(B) The applicable waiting time for each State is based on the journeyman rate and not the stringer bead, hot-pass, steward or other premium rates. In no event shall the waiting time payment be included in counting the eight or forty hours after which overtime is payable.

(C) If no work is performed on a holiday designated by this Agreement, journeymen shall be paid waiting time. However, if an official holiday as designated by this Agreement comes on a Sunday, and the Employer is working a regular six day week, such journeymen will not be paid waiting time for that day.

(D) If the regularly scheduled work week is less than seven (7) days, journeymen shall not be paid any waiting time for the days lost which are not part of the regularly scheduled work week.

(E) If a journeyman's Assembly Point is moved from one location to another he shall be paid eight hours at the straight time rate whether any working time is actually lost or not. Such hours shall not be counted in computing the forty hours after which overtime is payable, and no contributions shall be required to the Pipe Line Industry Benefit, Pension and Advancement Funds for such moving time hours.

(F) If the Assembly Point for a helper or graded helper on loop work is moved in excess of 100 miles such helper or graded helper shall be paid four hours at the straight time rate whether any working time is actually lost or not.

Such hours shall not be counted in computing the forty hours after which overtime is payable, and no contributions shall be required to the Pipe Line Industry Benefit, Pension and Advancement Funds for such moving time hours.

(G) If one or more days of work are lost during the work week and journeymen are paid waiting time for such lost days, then Employer may require journeymen to make up such lost days in the future by working on days which are not part of the regularly scheduled work week without incurring any liability for payment of waiting time on such days not worked in the future. However, once the contractor declares a make-up day, such day must then be worked or, if no work is provided on such day, then waiting time will be paid.

(H) Even if no days are lost during the regularly scheduled work week, those journeymen regularly employed in utility, tie-in crews, gate or valve settings, road crossings or fabrication work may work on the days not part of the regularly scheduled work week or on holidays without the Employer becoming liable for waiting time payments to the other journeymen. Those journeymen regularly employed as stringer bead welders, hot-pass welders, firing line welders, spacers, stabbers or clamp men may be worked in tie-in crews, gate or valve settings, road crossings, or utility or fabrication work on the days not part of the regularly scheduled work week or on holidays, when needed, without the Employer becoming liable for waiting time payments to other journeymen provided each journeyman in the classifications needed is given equal opportunity to work, starting with the firing line.

(I) If the regularly scheduled work week is less than seven (7) days, in emergencies, when the Business Agent of the Local Union is notified beforehand, Employer may require journeymen to work on the days not part of the regularly scheduled work week without incurring liability for waiting time payments on future such days not worked.

(J) In the absence of an emergency if Employer is working a regularly scheduled work week which is less than seven (7) days and works the pipe gang and/or firing line two (2) consecutive weeks on days which are not part of the regularly scheduled work week he will incur liability for waiting time payments on such days not worked in the future on said job.

### XIII.

#### TRAVEL EXPENSES

(A) The journeyman will receive 30¢ per mile travel pay via the nearest route from the city where he is hired to the job site. The journeyman will be entitled to travel pay to the job site (initial travel pay) and an equal amount of travel pay upon completion of the job (return travel pay). The journeyman WILL NOT receive either initial or return travel pay unless he remains on the job from the date he is hired until the job is completed, or until he is released by employer. If he fails to complete the job for any reason he shall not be entitled to any travel pay.

(B) Journeymen or helpers hired directly by Employer or dispatched by Union to jobs in the continental United States from Alaska will only be entitled to receive travel pay from the point at which they enter the continental United States to the job site.

(C) When a job converts from micro-wire to stick rod and vice versa, all journeymen welders shall be entitled to travel pay at that time. However, other journeymen employed will be entitled to travel pay only as otherwise provided in this Agreement.

(D) The welder helper will receive 20¢ per mile travel pay via the nearest route from the city where he is hired to the job site. The welder helper will be entitled to travel pay to the job site (initial travel pay) and an equal amount of travel pay upon completion of the job (return travel pay). The welder helper WILL NOT receive either initial or return travel pay unless he remains on the job from the date he is hired until the job is completed, or until he is released by Employer. If he fails to complete the job for any reason he shall not be entitled to any travel pay.

(E) The cost of any transportation provided by Employer shall be charged against the travel expense to which a journeyman or helper is entitled under this clause; provided, however, that such charge shall not exceed the cost of a commercial airline ticket.

(F) Travel expense provided for herein shall not be applicable when the employee's Assembly Point is moved from one location to another on the same job.

(G) When a helper is hired direct by Employer or dispatched by Union, and no work at all is available for him, he shall be paid eight (8) hours at the straight time rate applicable for that job. If work is available for the helper, but not on the day assigned for his arrival to the job site, then he shall be paid four (4) hours' pay at the applicable wage rate for that job at the straight time rate for each day for which work is not provided.

(H) Whenever any dispute arises over travel pay, the final decision shall be made by agreement between a representative of the Pipe Line Contractors Association and a representative of the Union.

#### **XIV.**

#### **REPORTING TIME PAY**

(A) After a welder helper has been hired and ordered to report for work at the regular starting time, and no work is provided for him on the day that he has so reported, he shall receive pay equivalent to four (4) hours at the rate applicable for that day. This pay shall be provided notwithstanding he has not been ordered to report for work on that particular day, if the welder helper has been working regularly and the Employer has failed to notify him not to report for work the preceding day at or before the end of his regular shift or 5:30 p.m., whichever is later. The reporting time pay of four hours at the straight time rate is based upon the basic helper rate and not any premium rate.

(B) Any welder helper who reports to work and for whom any work is provided, regardless of the time that he works, shall receive the equivalent of not less than four (4) hours pay.

(C) Any welder helper who reports to work and works more than four (4) hours in any one day shall receive pay equal to the number of hours for that day for which the job has been set up not to exceed ten (10) hours.

(D) If a journeyman who is entitled to waiting time performs some work during the day and is then prevented from completing a full day's work for any reason, he shall receive five (5) hours pay at the rate for that work day. If he works more than four hours and is then prevented from completing a full day's work for any reason, then such journeyman shall be entitled to receive pay equal to the number of hours for that day for which the job has been set up; provided, however, that such journeyman shall not leave the job site unless specifically directed by his foreman. If he leaves the job site or stops work without being directed to do so by his foreman, he shall be entitled to receive pay only for hours actually worked.

(E) If, under any of the circumstances described above, any employee leaves the job site or stops work without being directed to do so by his foreman, he shall be entitled to receive pay only for hours actually worked.

(F) Fringe contributions shall be required on any hours paid under these provisions even though not actually worked. Hours paid for under this provision shall be counted in computing the forty (40) hours after which overtime is payable.

(G) It is expressly provided, however, that when any employee refuses to work or to continue to work or work stoppage conditions brought about by a third party or third parties prevent or make ill-advised in the opinion of the Employer the performance of any work or the continuance of work once started, no pay for time not worked shall be required under any of the above enumerated conditions.

(H) Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the steward shall be sufficient notification to the men, provided such notification is made during working hours.

## XV.

### TESTING TIME

(A) Before any welder is given a test (single or multiple) for qualification he shall be placed on Employer's payroll.

(B) Single Test. Where a welder successfully completes a single qualification test he shall be entitled to receive pay equal to the number of hours for that day for which the job has been set up (defined as normally scheduled work day); however, Employer may require the welder to work any remaining hours of the normally scheduled work day after completing his test without additional pay. A welder will be entitled to additional pay for any hours he is required to work beyond the normally scheduled work day. If a welder fails a single qualification test he shall receive four (4) hours pay at the straight time rate. No fringe benefit contributions are required on a failed test.

(C) Multiple Tests. If a welder is required to take more than one test for qualification at the start of the job he shall be entitled to receive:

1. Four (4) hours pay at the straight time rate with no fringe benefit contributions if he fails the first test; or
2. Pay equal to the number of hours for that day for which the job has

been set up (normally scheduled work day) provided he successfully completes the first test.

The welder will be paid work time and fringe benefit contributions under this Agreement for any additional tests required regardless of the outcome of the tests and regardless of the day taken. Welders, however, must pass all required tests to be eligible for employment.

(D) Welders will not be entitled to any separate test pay for single or multiple tests other than as set out in this Article.

(E) Welders reporting for qualification tests must arrive at the job site at the designated work time on the day designated by Employer for their arrival. If not, they shall not be entitled to receive waiting time pay for that day.

(F) A welder shall be tested or placed on waiting time upon arrival at the job site, provided that it is the day designated by Employer for his arrival. Hours paid for under this provision shall be counted in computing the 40-hour week.

(G) Welder helpers who perform no work while the welder is taking a qualification test are entitled to no pay.

## **XVI.**

### **WORK STOPPAGES, SECONDARY BOYCOTTS AND JURISDICTIONAL DISPUTES**

(A) No local union nor the International Union, nor any representative of either, shall cause or promote a strike, slowdown, stoppage of work or any interference, directly or indirectly, with the operation and progress of the work; nor shall any Employer or the Pipe Line Contractors Association engage in any lockout during the life of this Agreement, it being the good faith intention of the parties hereto that by the execution of this Agreement industrial peace shall be maintained. All grievances, disputes, differences of opinion and other questions concerning this Agreement shall be settled in accordance with the procedure for settlement of grievances and disputes set out in Article XVII below. Any settlement where hours or pay are involved shall be retroactive.

(B) If either the local union or the International Union or any representative of either causes or promotes a strike, slowdown, stoppage of work or any interference with the operation or progress of the work, or if the Employer breaches this Agreement, then the Employer (where the Union interfered with the work) or the International Union (where Employer has breached the Agreement) may at its option declare the provisions of Article XVII inoperative and seek whatever remedy may be available from the National Labor Relations Board or any Federal or State court having jurisdiction of the matter.

(C) It shall not be a violation of this Agreement or of the no-strike clause if members of the United Association refuse to cross a picket line established by another craft union within the pipe line industry.

(D) Questions regarding the interpretation of this Agreement are to be resolved by the parties to this Agreement in accordance with Article XVII. Questions regarding work coverage or jurisdictional disputes between or among local unions affiliated with the United Association will be resolved by the

United Association, and shall be binding on all parties to this Agreement. Work coverage or jurisdictional disputes between local unions affiliated with the United Association shall not be cause for work stoppages.

## XVII.

### PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

(A) Any grievances, disputes or differences of opinion which arise between the contractors' supervisory personnel and Union representatives in the field shall be settled on the job, wherever possible; provided that such settlements shall not vary any of the wages, terms or conditions of this Agreement.

1. Any employee who believes that he has a grievance shall first take the matter up with the welder foreman.
2. If the matter is not satisfactorily adjusted by the foreman, the grievance shall be referred to the job steward. The job steward and the foreman will attempt to resolve the grievance.
3. If the grievance is not settled between the steward and foreman, the Employer's superintendent will be summoned to enter the discussion. When the matter cannot be settled at this level, it will be referred to the Union's Business Agent and Employer's superintendent.
4. In the event the grievance, dispute, or difference of opinion shall not have been satisfactorily settled during the preceding steps within forty-eight (48) hours, then the Union representative shall refer it to the appropriate International Union representative, and the Employer's superintendent shall refer it to the Managing Director or Executive Director of the Pipe Line Contractors Association. These parties shall immediately make every effort to settle the difference, grievance or dispute.

(B) Any other grievance, dispute, difference of opinion or controversy of any kind or character between the Union and the Association and/or individual Employer signatory hereto involving or relating to the interpretation or application of the terms of this Agreement, and the relations between the parties arising during the term of this Agreement which cannot be settled by the parties, shall be settled by the arbitration procedure which is set out below.

(C) If, within forty-eight (48) hours, no adjustment or settlement is reached by the procedure set out above, the matter shall immediately be referred in writing to an Arbitration Board consisting of six (6) members, all of whom shall be familiar with the mainline, cross-country pipe line construction industry, three (3) to be appointed by the International Union, and three (3) by the Pipe Line Contractors Association. These six (6) individuals shall constitute the Arbitration Board.

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

this Agreement. The decision of the Arbitration Board shall be binding upon both parties.

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

1. Within seven (7) days after notification by the Arbitration Board that it is unable to reach a decision, the Pipe Line Contractors Association and the International Union shall attempt to mutually agree upon one (1) person to whom the matter shall be referred.
2. If within forty-eight (48) hours no mutual agreement has been reached by the procedure set out above, the Association will immediately contact the Federal Mediation & Conciliation Service to obtain a list of three (3) individuals with as much experience and knowledge as possible in the pipe line construction industry. A copy of this list will be furnished to the Union, and thereafter, the Association and Union shall attempt to mutually agree upon one (1) of the individuals listed. If no agreement can be reached, the Union and the Association will each strike one (1) name from the list and the remaining individual will be the Arbitrator.
3. A statement of the facts shall be presented to the Arbitrator within forty-eight (48) hours after his selection either:
  - (a) Jointly, if the Union and the Association mutually agree; or
  - (b) Separately, if no mutual agreement and the Association will submit a written statement of the facts setting out the Employer's position and the Union will submit a written statement setting out the Union's position.
4. All information submitted to the Arbitrator will be in writing. No personal appearances or oral testimony will be allowed. The Arbitrator will then issue, within five (5) days, a decision based upon the evidence submitted.

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

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

## **XVIII.**

### **JURISDICTIONAL DISPUTES**

The Pipe Line Contractors Association and the four International Unions with which National Pipe Line Agreements have been negotiated have established a Policy Committee for the purpose of hearing and considering matters

of concern to the pipe line construction industry, such as jurisdictional disputes and any other matters affecting the welfare of the industry.

Whenever a jurisdictional dispute arises between Union and any other union over proper jurisdiction of work assigned by an individual contractor, no work stoppage shall occur, and the individual signatories hereto agree to abide by any decision reached by the Policy Committee.

The Policy Committee decisions are incorporated and made a part of this Agreement, and should be referred to specifically as if set out herein. The Policy Committee decisions may be obtained by contacting the Union or the Pipe Line Contractors Association.

## **XIX.**

### **SPECIAL WORK**

(A) Whenever the Employer performs any of the special work described in Article I, Paragraph (H) above, the special provisions set out herein shall apply and, to the extent they differ from the provisions in other parts of this Agreement, they shall supersede such provisions.

(B) The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

#### **TAKEUP JOBS (SALVAGE PIPE)**

1. Roughcutters will be paid \$2.00 per hour above the regular helper rate.
2. One helper will be employed for each roughcutter.
3. Bevelers will be paid \$2.00 per hour above the regular helper rate.
4. Utility Welder or some other journeyman designated by Employer will act in the capacity of foreman. In the event the pipe being salvaged is also being re-laid or re-conditioned as part of the same job, and where the distance is such that the welder foreman is readily available, then no other welder foreman will be required.

#### **RECONDITIONING**

(A) Over the Trench — Line In or Out of Service.

1. Journeymen welders will be used for all welding.
2. One helper will be hired for each welder.
3. One journeyman other than the welders will be employed.
4. Welder foreman.

(B) In the Yard (Where Manual Double Jointing Is Performed)

1. Welders may make their own stringer beads and finish welds.
2. One helper will be employed for each welder. Helpers will be employed to roll all pipe on the welding rack.
3. Bevelers will be paid \$2.00 per hour above the regular helper rate.

4. One helper will be employed for every two bevelers.
5. Roughcutters will be paid \$2.00 per hour above the regular helper rate.
6. One helper at a rate 70 cents per hour above the rate paid to other welder helpers on the job will be employed as attendant for oxygen manifold and acetylene generator.
7. Welder foreman.
8. It is recognized that rigging up of equipment on a double joint rack that is to be used in the lining-up and welding of pipe is the work of the United Association.

NOTE: When pipe is not being double jointed in the reconditioning yard, the journeyman and helper at a rate 70 cents per hour above the rate paid to other welder helpers on the job need not be employed.

NOTE: The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

#### (C) Re-Laying Reconditioned Pipe.

1. If certain joints, portions of joints, or infrequent sections are removed to be replaced with new or better pipe, then when the pipe line is relaid, Employer shall have the sole right to determine the number and classifications of the employees to be hired; provided that Employer shall respect past custom and practice in assigning the work to be done so that welder helpers will not be assigned to work heretofore done by graded helpers or journeymen, and graded helpers will not be assigned to work heretofore done by journeymen.
2. The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

### **MARINE BARGE AND MARINE PUSH-JOBS**

On marine barge and marine push-jobs, Employer shall have the sole right to determine the number and classifications of the employees to be hired; provided that Employer shall respect past custom and practice in assigning the work to be done so that welder helpers will not be assigned to work heretofore done by graded helpers or journeymen, and graded helpers will not be assigned to work heretofore done by journeymen.

1. The contractor will make every effort to secure safe water transportation and adequate and safe loading and unloading facilities for the men (ladder on barges, docks, lifebelts, seating for all, radar where possible).

2. Employees will be paid riding time on the first trip from land to quarter boat, and on the last trip from quarter boat to dock of origin or back to the dock

last left from.

3. Board and room shall be furnished at no cost to the men, when required to live on quarter boats.

4. Contractor will provide crew boats for trips to shore, except when the distance to be travelled to and from shore is excessive.

Contractor shall regulate time schedules and decide when crew boats will go to and from shore. If no work is done on a particular day, the men shall be paid for their full shifts unless they are brought to shore or given an opportunity to be brought to shore. In such event they shall be paid their regular waiting time only.

5. Contractor will make every effort to provide daily mail service and once a week laundry service. Laundry service will be paid for by the employee.

6. A crew room shall be made available for off-duty men, with reading material, radio and television; soft drinks and cigarettes will be made available at regular prices.

7. Marine push-jobs will also include shoves on a main line job where ramps or racks with dollies and rollers are set up as opposed to the pipe being carried in by tractors.

8. When the stringer bead welders' regularly assigned helpers are using a power buffer or power grinder, such helpers shall receive \$2.00 per hour above the basic helper rate for that job. This premium applies in the "Pipe Gang" area only, and is applicable on "push" jobs in-shore and on work done from barges in-shore and off-shore.

#### **GATHERING LINES, RIVER & BRIDGE CROSSINGS, HIGHWAY RELOCATION, CHANGE OUTS, SHORT LINES AND WORK IN CONGESTED AREAS**

1. Employer shall have the sole right to determine the number and classifications of the employees to be hired; provided that Employer shall respect past custom and practice in assigning the work to be done so that welder helpers will not be assigned to work heretofore done by graded helpers or journeymen, and graded helpers will not be assigned to work heretofore done by journeymen.

2. On River and Bridge Crossings and Highway Relocation work all welders will receive premium pay when running their own beads and finishing welds.

3. On all such work the manning shall be decided by the contractor, but it is recognized that the work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

#### **DOUBLE JOINTING IN THE FIELD**

Employer will respect Union jurisdiction for all double jointing in the field.

## HYDROSTATIC TESTING

1. Journeymen and/or welders and graded helpers will be employed to assist in the lining-up, beveling and testing of these lines. The Employer and the Union recognize that journeymen and welders who are qualified to perform hydrostatic testing on pipe lines possess a special skill. Furthermore, the Union and the Employer recognize that safety requirements dictate that only qualified journeymen and/or welders will be employed to perform hydrostatic testing on pipe lines. Employer in accordance with Article IV shall be the sole judge as to the competency of any journeymen or welders assigned for hydrostatic testing. Journeymen and/or welders for hydrostatic testing will be dispatched employees. The graded helper will be a contractor hire.

2. The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

3. If any night work is performed under this section by employees of any other craft, a U.A. employee will be assigned to that crew.

## FABRICATION

1. Where a fabrication crew is set up, the following formula will be used to determine the number of journeymen and graded helpers required in addition to the welders and their helpers.

Welders	Journeymen	Graded Helpers
1-3	0	0
4	1	0
5-10	1	1
11 or more	2	1

2. If the fabrication crew is set up as part of a mainline job, and where the distance is such that the welder foreman is readily available, then no other welder foreman will be required for the fabrication crew.

Employer may designate one welder to act as the lead welder or fabricator or tack and layout man and pay him a rate \$1.00 above the regular journeyman rate.

3. In the event a welder is required to go completely inside the pipe in order to back weld on fabrication work, the Employer will pay such welder engaged in such back welding at the wage rate of \$2.00 per hour above his regular rate for the job only for the days on which such back welding is performed.

## ROAD BORING, CASING AND CABLE

1. One welder and one helper shall work on road casings where the casing is to be welded.

2. On other types of casing where no welding is required, one journeyman and one helper shall be employed.

3. The welding and aligning of pipe for road casing and slick bore pipe shall be performed by a welder and helper as defined in this Agreement.

4. The work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.

### **WATER LINES INCLUDING THE LAYING OF PIPE MADE OF MATERIAL OTHER THAN STEEL**

It is recognized that the work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done. Parties will negotiate special wages and conditions for water lines on a per job basis.

## **XX.**

### **AUTOMATIC DOUBLE JOINTING RACKS**

The manning requirements and other special provisions for double jointing racks are as follows:

(A) First O.D. Head Position

1. Two Journeymen
2. One welder
3. One graded helper to line up seams and to help with line-up.
4. Levers or buttons to be operated by one of the journeymen or the welder listed above.

(B) Second O.D. Head Position.

1. One welder
2. One graded helper

(C) I.D. Head Position

1. One I.D. head welder
2. One graded helper

**NOTES:** (The following notes apply to all double jointing racks.)

1. One spell-off welder per rack per shift will be employed to relieve at all head positions. The spell-off welder will receive premium pay of \$1.00 per hour above the journeyman rate only when he is required to go inside the pipe.

2. No additional helper shall be required for the spell-off welder.

3. One patch welder shall perform utility and cut-outs and patch welds on rack. This welder may be the steward. In the event, however, there is more utility or cut-out work than this one patch welder can reasonably perform during his regular shift, then another journeyman will be employed to help with this work, or at Employer's option the patch welder will be allowed to perform the extra work after his regular shift.

4. I.D. Head welder shall receive premium pay of \$1.00 per hour above

the journeyman rate.

5. Helpers shall roll all pipe from grinders through inspection.

6. Employees operating the automatic grinding stations on double jointing racks will receive a rate 75 cents per hour below the applicable journeyman rate.

7. Other helpers or graded helpers shall be employed as needed, depending upon the work required.

8. It is understood that all fabrication of double jointing racks, rigging them up in the field, tearing them down and moving will be done by the United Association personnel.

9. Premium pay will not be paid for back welding inside the pipe on double jointing, nor shall any additional pay be due to welders for tearing down the rack on the theory of "welding back."

10. A U.A. mechanic will be allowed to do maintenance and repair welding on the rack whenever required.

## **XXI.**

### **AUTOMATIC WELDING**

Separate manning agreements have been reached on the Automatic Welding Processes, and these Agreements are incorporated and made a part of this National Pipe Line Agreement. Copies may be obtained by contacting the Union or the Pipe Line Contractors Association.

## **XXII.**

### **PIPE LINE INDUSTRY FRINGE CONTRIBUTIONS**

(A) All Employers working under the terms of this Agreement shall make contributions for each hour paid to employees covered hereunder, including hours paid to journeymen for waiting time, and for passing a test, and to welder helpers for reporting time:

1. For journeymen, the sum of \$9.15 per hour to the Pipe Line Industry Benefit Fund; for non-journeymen, the sum of \$6.65 per hour to the Pipe Line Industry Benefit Fund. The Agreement and Declaration of Trust of the Pipe Line Industry Benefit Fund is incorporated and made a part of this Agreement by reference thereto.
2. For journeymen, the sum of \$3.85 per hour to the Pipe Line Industry Pension Fund; for non-journeymen, the sum of \$2.77 per hour to the Pipe Line Industry Pension Fund. The Agreement and Declaration of Trust of the Pipe Line Industry Pension Fund is incorporated and made a part of this Agreement by reference thereto.
3. For all employees, the sum of 50 cents per hour to the Pipe Line Industry Advancement Fund. The 50 cents contribution to the PLIAF will not be applicable on Special Agreement Work. Contributions to the Pipe Line Industry Advancement Fund are irrevocable; however this contribution is elective for any Employer who is not a member of the Pipe Line Contractor Association. The Pipe Line Industry Advance-

ment Fund is administered by the Pipe Line Contractors Association and rules and regulations of this Fund are incorporated and made a part of this Agreement by reference thereto.

4. For all employees, effective January 1, 2000, the sum of 5 cents per hour to the United Association Training Fund. The Agreement and Declaration of Trust of the United Association Training Fund is incorporated and made a part of this Agreement by reference thereto.
5. For all employees, effective August 1, 2004, the sum of 50 cents per hour to the United Association Local 798 Training Center. The Agreement and Declaration of Trust of the United Association Local 798 Training Center is incorporated and made a part of this Agreement by reference thereto.

(B) For all employees, Employer shall deduct and remit when authorized by employee amounts for the "U.A. 401(k) plan." Amounts remitted for the 401(k) plan are deductions only. There are no matching employer contributions. The "U.A. 401(k) Plan" referred to herein will initially be administered through the existing Oklahoma State Pipe Trades Annuity Fund. Contributions shall be remitted to the Pipe Line Industry Benefit Fund for transfer to that fund. Establishment of a separate fund for this purpose to receive a spinoff from the Oklahoma State Pipe Trades Annuity Fund and to receive future 401(k) contributions is subject to the discretion of the Employers and the Union. The Agreement and Declaration of Trust of the Oklahoma State Pipe Trades Annuity 401(k) Fund is incorporated and made a part of this Agreement by reference thereto.

(C) The submitting of contributions/deductions provided for in this Article shall be governed by the provisions of Article XXIII.

### **XXIII.**

#### **SUBMITTING REPORTS AND CONTRIBUTIONS, LATE FILING CHARGES AND DELINQUENCIES**

(A) All contributions due and owing to the Pipe Line Industry Benefit Fund, the Pipe Line Industry Pension Fund, Oklahoma State Pipe Trades Annuity Fund, and the Local 798 Training Center, shall be deemed and are considered to be assets of each such trust fund.

(B) Upon the written request of any employee who is a member of a local union having jurisdiction of work covered by this Agreement, the Director of the Benefit and Pension Funds provided for in this Agreement shall immediately transfer to the fringe funds established by the employee's local union all contributions made on his behalf to such Funds by Employers working under this Agreement, subject to approval by the Board of Trustees.

(C) Changes in the amounts to be contributed to each Fund may be made by agreement between the Pipe Line Contractors Association and the Union.

(D) The Pipe Line Industry Benefit Fund, the Pipe Line Industry Pension Fund, and the U.A. Local 798 Training Center, shall be administered by a Board of Trustees consisting of three (3) members appointed by the Union, and three (3) members appointed by the Pipe Line Contractors Association.

(E) There have heretofore been prepared and executed Trust Agreements for the Benefit Fund, Pension Fund, and Training Center. The parties have also adopted the Trust Agreement for the Oklahoma State Pipe Trades Annuity Fund and consent to the appointment and retention of its current and future governing boards of trustees. Such Trust Agreements set out the type of health and welfare, pension, training and other benefits which are provided by the Funds and the manner and procedure to be followed in qualifying for such benefits. The Trustees shall have the authority to determine the amount of each of such benefits which can be provided by the resources of the Funds and the time when such benefit payments may begin.

(F) Each Employer working under this Agreement agrees to be bound by the terms and provisions of the Trust Agreements referred to hereinabove, and to promptly pay all contributions to the office of the Pipe Line Industry Benefit Fund upon forms supplied by that office.

(G) If, in the opinion of the Board of Trustees of any of the above named Funds, any individual Employer has had a record of delinquent contributions to such an extent that it is necessary for the protection of the beneficiaries of such Funds that some security for the contributions be obtained, said Board of Trustees is authorized to require such individual Employer to deposit the sum of \$300 per employee in an escrow account designated by the Director of the Funds. Upon completion of the job, any amounts in excess of the contributions due shall be refunded to the individual Employer.

(H) No Employer working under the terms of this Agreement shall be obligated or required to make any other contributions or payments in and to any other Trust Fund administered for the purpose of any of the provisions authorized pursuant to the National Labor Relations Act, as amended, when engaged in work covered by the terms of this Agreement.

(I) When a man is taken from any crew to be used temporarily as a welder helper, and such man's wage rate is higher than the welder helper wage rate, he shall be paid the higher wage rate; and if Employer is required to pay into other fringe funds for that man, Employer will not be required to make any contributions to the fringe funds called for in the National Pipe Line Agreement; provided, that contributions to the fringe funds called for by this National Pipe Line Agreement shall be required if the temporary welder helper has worked more than eight hours in that capacity. Nevertheless, if Employer has called upon Union to supply a permanent welder helper, and Union has failed to do so, Employer shall not be required to make such contributions for hours worked by the temporary welder helper.

(J) Each Employer shall report and pay regularly, and no less frequently than its regular payroll period, all contributions due.

(K) All contributions become delinquent after thirty (30) days from the end of the reporting period, and a late report charge of up to 15% of the amount due but not less than \$100.00 shall be paid into the Funds by said delinquent Employer; provided, further, that if it becomes necessary in the opinion of the Board of Trustees to refer such delinquency to an attorney for collection, said Employer agrees to pay all court costs and all attorneys' fees in addition to the late report charge.

(L) For the purpose of venue and jurisdiction, each individual Employer hereby designates and appoints the Clerk of the United States District Court for the Northern District of Oklahoma as agent for the service of process, and the Funds' Director shall promptly furnish all delinquent contractors, by certified mail, a copy of all pleadings and notices of suit.

(M) The arbitration provisions in Article XVII of this Agreement shall not be applicable to the rights and liabilities created by this Article.

(N) Notwithstanding any other provision of this Agreement, the Union shall be authorized to withhold labor and refuse employee referrals to any Employer that becomes more than 60 days delinquent in its fringe benefit contributions to any trust fund. No employee shall be terminated or retaliated against by any Employer for participating in any work stoppage or cessation initiated by the Union pursuant to this subsection. The exercise of this right by the Union shall not impair the rights of the Union or Trustees of the Funds to pursue collection of delinquent contributions through litigation or administrative collection on any surety bond.

#### **XXIV.**

#### **SUBSTANCE ABUSE POLICY**

A Substance Abuse Policy has been negotiated by the Pipe Line Contractors Association and the United Association and is attached hereto and made a part of this Agreement as Exhibit C.

#### **XXV.**

#### **ALCOHOL MISUSE PREVENTION POLICY**

An Alcohol Misuse Prevention Policy has been negotiated by the Pipe Line Contractors Association and the United Association and is made part of the Agreement. Refer to Exhibit F for information on this Policy.

#### **XXVI.**

#### **HISTORICAL PRECEDENT**

Since the inception of the National Pipe Line Agreements, which cover all mainline cross-country pipe line construction, only four (4) unions have been recognized, and all work relating to such pipe line construction has been performed by these four (4) unions. They are: The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, The International Union of Operating Engineers, and The Laborers International Union of North America. The recognition of only these four (4) unions on such work is hereby reaffirmed.

#### **XXVII.**

#### **INTERPRETATIONS**

Interpretations to this Agreement have been agreed upon between the Pipe Line Contractors Association and the United Association and are attached hereto and made a part of this Agreement as Exhibit D.

## XXVIII.

### INDIAN PREFERENCE IN EMPLOYMENT

The hiring procedures contained in this Agreement shall not apply in the "territorial jurisdiction" of any Indian Nation which has adopted an Indian Preference in Employment Law, provided that those persons covered by the law and seeking covered employment under this Agreement possess the "necessary qualifications" which are essential to the performance of that specific job.

## XXIX.

### EFFECTIVE DATE, TERMINATION AND RENEWAL

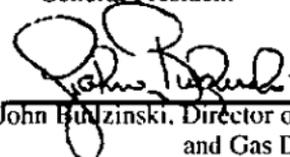
(A) This Agreement shall become effective August 1, 2004, when signed by the parties hereto and shall remain in full force and effect until its termination as provided hereinbelow.

(B) The provisions of this Agreement shall continue in full force and effect until July 31, 2005, and thereafter from year to year unless terminated at the option of either party after sixty (60) days' notice in writing to the other.

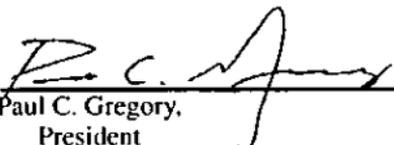
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of November, 2004.

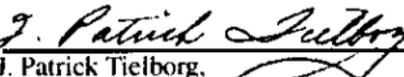
THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPEFITTING INDUSTRY OF  
THE UNITED STATES AND CANADA

By:   
Martin J. Maddaloni,  
General President

By:   
John Budzinski, Director of Pipeline  
and Gas Distribution

PIPE LINE CONTRACTORS ASSOCIATION

By:   
Paul C. Gregory,  
President

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

**SPECIAL AGREEMENT FOR SMALL DIAMETER PIPE  
BETWEEN THE PIPE LINE CONTRACTORS ASSOCIATION  
AND THE UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES AND CANADA**

The wage rates, fringes and conditions set out herein will apply for the Continental United States and for the type of work described below. The terms and conditions of this Special Agreement will remain in effect from August 1, 2004, until July 31, 2005. Termination of this Special Agreement will be in accordance with the provisions of Article XXIX of the National Pipe Line Agreement.

a. States

1. Alabama, Arizona, Arkansas, Colorado, Florida, Georgia, Kansas, Louisiana, Mississippi, Nevada, New Mexico, Oklahoma, South Carolina, Texas, Utah and Wyoming.

2. All other states.

b. Scope of Work

All pipeline 16" and under any length.

c. Wage Rates, Fringes and Conditions:

1. Wage rates and fringes for all States set out in a.1 above. (effective for work bid on or after August 1, 2004):

Journeyman	\$27.00	Helper*	\$10.65
Fringes	<u>6.30</u>	Fringes	<u>5.22</u>
	\$33.30		\$15.87
Per Diem	\$30.00 per day	Per Diem	\$30.00 per day

\* (Use \$13.65 for Laborer's comparison)

2. Wage rates and fringes for all States set out in a.2 above. (effective for work bid on or after August 1, 2004):

Journeyman	\$27.00	Helper*	\$11.15
Fringes	<u>7.30</u>	Fringes	<u>5.22</u>
	\$34.30		\$16.37
Per Diem	\$30.00 per day	Per Diem	\$30.00 per day

\* (Use \$14.15 for Laborer's comparison)

3. Conditions for all States set out above (effective August 1, 2004 to July 31, 2005):

a. There will be no Graded Welder Helpers other than the Graded Welder Helper on hydrostatic testing, clampmen and

the Graded Welder Helper using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders when the pipe gang is set up on a production basis. Such Graded Helpers will receive .70 per hour above the basic welder helper rate. The Graded Helper using a power buffer or grinder immediately behind the stringer bead and/or hot-pass welders under this section will receive \$2.00 per hour above the basic Welder Helper rate.

- b. There will be no restrictions on Assembly Point(s) distance from living accommodations and may be on or near right-of-way. The establishing of Assembly Point or Points will not affect the location of the warehouse.
- c. The Welder Helper will receive the basic hourly rate listed hereinabove, or the Laborer's basic hourly rate less \$3.00 for per diem adjustment for the area in which the job is located, whichever is greater. Fringes are not involved in the comparison.
- d. Per diem will be paid for number of days in the work week set out on the pre-job form.
- e. Once a crew is hired the contractor can move that crew from job to job without change, regardless of location of job.
- f. The contractor will have the right to hire five (5) of the first six (6) U.A. employees (of each class - Journeymen, Welders and Helpers). After the sixth (6<sup>th</sup>) employee is hired, hiring will be in accordance with the hiring formula under the National Pipe Line Agreement so that 50/50 hire will begin after the sixth (6<sup>th</sup>) hire.
- g. Composite Crews. All employees will work under a composite crew concept as determined by contractor.
- h. Rig Pay. Rig pay (for work bid on or after 7/1/02) will not be less than \$13 per hour and the Welder will furnish the fuel, unless job specific considerations are agreed upon at the time of the contractor bidding the job.

All other terms and conditions of the National Pipe Line Agreement between the Pipe Line Contractors Association and the United Association will remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Special Agreement For Small Diameter Pipe.

UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

By: Martin J. Maddaloni  
Martin J. Maddaloni,  
General President

By: John Budzinski  
John Budzinski, Director of Pipeline and Gas,  
Distribution

PIPE LINE CONTRACTORS ASSOCIATION

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## EXHIBIT "A"

## RE: UNITED ASSOCIATION JOURNEYMEN HOURLY WAGE RATES AND FRINGES

	<u>8/1/04 -</u>	<u>7/31/05</u>
	<u>Wages</u>	<u>Fringes</u>
Alabama	\$38.00	\$14.05
Alaska	—	\$14.05
Arizona	\$38.70	\$14.05
Arkansas	\$38.00	\$14.05
California	\$38.70	\$14.05
Colorado	\$38.00	\$14.05
Connecticut	\$38.70	\$14.05
Delaware	\$38.25	\$14.05
D.C.	\$38.25	\$14.05
Florida	\$38.00	\$14.05
Georgia	\$38.00	\$14.05
Idaho	\$38.00	\$14.05
Illinois	\$38.25	\$14.05
Indiana	\$38.25	\$14.05
Iowa	\$38.25	\$14.05
Kansas	\$38.00	\$14.05
Kentucky	\$38.25	\$14.05
Louisiana	\$38.00	\$14.05
Maine	\$38.25	\$14.05
Maryland	\$38.25	\$14.05
Massachusetts	\$38.70	\$14.05
Michigan	\$38.25	\$14.05
Minnesota	\$38.25	\$14.05
Mississippi	\$38.00	\$14.05
Missouri	\$38.25	\$14.05
Montana	\$38.00	\$14.05
Nebraska	\$38.00	\$14.05
Nevada	\$38.70	\$14.05
New Hampshire	\$38.25	\$14.05
New Jersey	\$38.70	\$14.05
New Mexico	\$38.00	\$14.05
New York	\$38.25	\$14.05
North Carolina	\$38.00	\$14.05
North Dakota	\$38.00	\$14.05
Ohio	\$38.25	\$14.05
Oklahoma	\$38.00	\$14.05
Oregon	\$38.25	\$14.05
Pennsylvania	\$38.25	\$14.05
Rhode Island	\$38.70	\$14.05

EXHIBIT "A"

RE: UNITED ASSOCIATION JOURNEYMEN  
HOURLY WAGE RATES AND FRINGES

	8/1/04 - 7/31/05	
	<u>Wages</u>	<u>Fringes</u>
South Carolina	\$38.00	\$14.05
South Dakota	\$38.00	\$14.05
Tennessee	\$38.00	\$14.05
Texas	\$38.00	\$14.05
Utah	\$38.00	\$14.05
Vermont	\$38.25	\$14.05
Virginia	\$38.25	\$14.05
Washington	\$38.25	\$14.05
West Virginia	\$38.25	\$14.05
Wisconsin	\$38.25	\$14.05
Wyoming	\$38.00	\$14.05

\* (For work bid on or after August 1, 2004, plus per diem of \$40.00 per day based on work week.)

Contract Expires July 31, 2005.

NOTE: Major projects have special wages above those set out above.  
Contact PLCA or UA for changes.

## EXHIBIT "B"

RE: UNITED ASSOCIATION WELDER HELPER  
WAGE RATES AND FRINGES\*

	8/1/04 - 7/31/05	
	<u>Wages</u>	<u>Fringes</u>
Alabama	\$14.77	\$10.47
Alaska	-	\$10.47
Arizona	\$18.12	\$10.47
Arkansas	\$15.52	\$10.47
** California:		
Zone 1	\$24.39	\$10.47
Zone 2A	\$27.31	\$10.47
Zone 2B	\$26.06	\$10.47
Zone 3	\$25.06	\$10.47
Colorado	\$17.70	\$10.47
Connecticut	\$21.44	\$10.47
Delaware	\$14.65	\$10.47
D.C.	\$17.09	\$10.47
Florida	\$15.92	\$10.47
Georgia	\$16.19	\$10.47
** Idaho:		
Zone 1	\$22.28	\$10.47
Zone 2	\$20.93	\$10.47
** Illinois:		
Zone 1	\$20.64	\$10.47
Zone 2	\$19.88	\$10.47
Zone 3	\$23.67	\$10.47
Zone 4	\$20.20	\$10.47
Zone 5	\$19.88	\$10.47
Zone 6	\$19.62	\$10.47
Zone 7	\$20.51	\$10.47
Zone 8	\$20.27	\$10.47
Zone 9	\$20.21	\$10.47
Zone 10	\$20.29	\$10.47
Zone 11	\$18.73	\$10.47
Zone 12	\$18.63	\$10.47
Zone 13	\$20.56	\$10.47
Zone 14	\$19.49	\$10.47
Zone 15	\$21.57	\$10.47
Zone 16	\$19.64	\$10.47
Zone 17	\$20.59	\$10.47
Zone 18	\$21.29	\$10.47
Indiana	\$18.43	\$10.47
** Iowa:		
Zone 1	\$19.95	\$10.47
Zone 2	\$15.53	\$10.47
** Kansas:		
Zone 1	\$19.01	\$10.47
Zone 2	\$14.65	\$10.47

## EXHIBIT "B"

RE: UNITED ASSOCIATION WELDER HELPER  
WAGE RATES AND FRINGES\*

8/1/04 - 7/31/05

Wages      Fringes

## \*\*Kansas (continued)

Zone 3

\$14.65      \$10.47

Zone 4

\$17.86      \$10.47

Kentucky

\$16.04      \$10.47

Louisiana

\$17.62      \$10.47

Maine

\$14.85      \$10.47

## \*\*Maryland:

Zone 1

\$16.54      \$10.47

Zone 2

\$18.88      \$10.47

Massachusetts

\$22.71      \$10.47

Michigan

\$20.88      \$10.47

## \*\*Minnesota:

Zone 1

\$19.80      \$10.47

Zone 2

\$14.55      \$10.47

Mississippi

\$15.87      \$10.47

## \*\*Missouri:

Zone 1

\$23.20      \$10.47

Zone 2

\$20.71      \$10.47

Zone 3

\$19.67      \$10.47

Zone 4

\$18.27      \$10.47

Zone 5

\$21.94      \$10.47

Zone 6

\$20.59      \$10.47

Montana

\$17.09      \$10.47

Nebraska

\$15.47      \$10.47

## \*\*Nevada:

Zone 1

\$22.10      \$10.47

Zone 2

\$20.35      \$10.47

New Hampshire

\$16.68      \$10.47

New Jersey

\$22.89      \$10.47

New Mexico

\$16.18      \$10.47

## \*\*New York:

Zone 1

\$26.44      \$10.47

Zone 1A

\$26.52      \$10.47

Zone 2

\$24.39      \$10.47

Zone 3

\$25.24      \$10.47

Zone 4

\$25.46      \$10.47

Zone 5

\$21.04      \$10.47

Zone 6

\$20.71      \$10.47

Zone 7

\$22.29      \$10.47

Zone 7A

\$19.77      \$10.47

Zone 7B

\$20.43      \$10.47

Zone 7C

\$20.68      \$10.47

Zone 7D

\$20.83      \$10.47

Zone 7E

\$21.64      \$10.47

Zone 7F

\$20.17      \$10.47

**EXHIBIT "B"****RE: UNITED ASSOCIATION WELDER HELPER  
WAGE RATES AND FRINGES\***

	8/1/04 - 7/31/05	
	<u>Wages</u>	<u>Fringes</u>
<b>** New York (continued)</b>		
Zone 7G	\$23.07	\$10.47
Zone 8A	\$21.58	\$10.47
Zone 8B	\$21.73	\$10.47
Zone 9	\$23.03	\$10.47
Zone 10	\$21.34	\$10.47
Zone 11	\$18.48	\$10.47
Zone 12	\$19.80	\$10.47
Zone 13	\$22.27	\$10.47
North Carolina	\$16.29	\$10.47
North Dakota	\$14.65	\$10.47
Ohio	\$21.82	\$10.47
Oklahoma	\$16.23	\$10.47
Oregon	\$21.31	\$10.47
<b>** Pennsylvania:</b>		
Zone 1	\$20.77	\$10.47
Zone 2	\$18.98	\$10.47
Zone 3	\$19.45	\$10.47
Rhode Island	\$22.49	\$10.47
South Carolina	\$16.29	\$10.47
South Dakota	\$15.62	\$10.47
Tennessee	\$16.15	\$10.47
Texas	\$16.28	\$10.47
Utah	\$18.20	\$10.47
Vermont	\$17.35	\$10.47
Virginia	\$16.71	\$10.47
Washington	\$21.04	\$10.47
West Virginia	\$18.76	\$10.47
Wisconsin	\$19.01	\$10.47
Wyoming	\$17.94	\$10.47

**\* (For all work bid on or after August 1, 2004, plus \$40.00 per day per diem based on work week)**

**Contract Expires July 31, 2005**

**\*\* See attached Pages B-204 through B-210**

**NOTE: Major projects have special wages above those set out above.  
Contact PLCA or UA for changes.**

**EXHIBIT "B"****RE: UNITED ASSOCIATION WELDER HELPER  
WAGE RATES AND FRINGES****\*\* ZONES BY COUNTIES FOR WELDER HELPERS****CALIFORNIA:****Zone 1:**

Imperial	Los Angeles	Riverside	Santa Barbara
Inyo	Mono	San Bernadino	Ventura
Kern	Orange	San Luis Obispo	

**Zone 2A:**

Alameda	Marin	San Mateo	
Contra Costa	San Francisco	Santa Clara	

**Zone 2B:**

Alpine	Kings	Nevada	Solano
Amador	Lake	Placer	Sonoma
Butte	Lassen	Plumas	Stanislaus
Calaveras	Madera	Sacramento	Sutter
Colusa	Mariposa	San Benito	Tehama
Del Norte	Mendocino	San Joaquin	Trinity
El Dorado	Merced	Santa Cruz	Tulare
Fresno	Modoc	Shasta	Toulumne
Glenn	Monterey	Sierra	Yolo
Humbolt	Napa	Siskiyou	Yuba

**Zone 3:**

San Diego County Only

**IDAHO:****Zone 1:**

Beneway	Clearwater	Latah	Shoshone
Bonner	Idaho*	Lewis	
Boundary	Kootenai	Nez Perce	

\*that part of Idaho County North of Parallel 46 in the State of Idaho

**Zone 2:**

Rest of State

**ILLINOIS:****Zone 1:**

Peoria County

**Zone 2:**

Madison	St. Clair		
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**Zone 3:**

Boone	Grundy	Kendall	McHenry
Cook	Kane	Lake	Will
DuPage			

<b><u>Zone 4:</u></b>			
Bureau	LaSalle	Putnam	
<b><u>Zone 5:</u></b>			
Bond	Green	Monroe	Washington
Calhoun	Jersey	Montgomery	
Clinton	Macoupin	Randolph	
<b><u>Zone 6:</u></b>			
Coles	Cumberland		
<b><u>Zone 7:</u></b>			
Mercer	Rock Island		
<b><u>Zone 8:</u></b>			
Fulton	Tazewell		
<b><u>Zone 9:</u></b>			
Carroll	Jo Daviess	Ogle	Whiteside
DeKalb	Lee	Stephenson	Winnebago
<b><u>Zone 10:</u></b>			
Ford	Iroquois	Marshall	Stark
Hancock	Kankakee	McDonough	Warren
Henderson	Knox	McLean	Woodford
Henry	Livingston		
<b><u>Zone 11:</u></b>			
Clay	Fayette	Lawrence	Wabash
Crawford	Hamilton	Marion	Wayne
Edwards	Jasper	Richland	White
Effingham	Jefferson		
<b><u>Zone 12:</u></b>			
Alexander	Jackson	Perry	Saline
Franklin	Johnson	Pope	Union
Gallatin	Massac	Pulaski	Williamson
Hardin			
<b><u>Zone 13:</u></b>			
Adams	Christian	Menard	Sangamon
Brown	Logan	Morgan	Schuyler
Cass	Mason	Pike	Scott
<b><u>Zone 14:</u></b>			
Vermillion			
<b><u>Zone 15:</u></b>			
Champaign	Dewitt	Platt	
<b><u>Zone 16:</u></b>			
Clark	Douglas	Edgar	
<b><u>Zone 17:</u></b>			
Shelby			
<b><u>Zone 18:</u></b>			
Macon	Moultrie		

**IOWA:****Zone 1:**

Scott

**Zone 2:**

Rest of State

**KANSAS:****Zone 1:**

Johnson Wyandotte

**Zone 2:**

Anderson	Geary	Marshall	Reno
Chase	Jackson	McPherson	Republic
Clay	Jefferson	Miami	Riley
Cloud	Leavenworth	Morris	Saline
Coffey	Linn	Osage	Shawnee
Dickinson	Lyon	Ottawa	Wahauensee
Douglas	Marion	Pottawatomie	Washington
Franklin			

**Zone 3:**

Allen	Cherokee	Harper	Neosho
Atchison	Cowley	Harvey	Sedgwick
Bourbon	Crawford	Kingman	Summer
Brown	Doniphan	Labette	Wilson
Butler	Elk	Montgomery	Woodson
Chatauqua	Greenwood	Nemaha	

**Zone 4:**

Rest of State

**MARYLAND:****Zone 1:**

Calvert	Kent	Queen Annes	Talbot
Caroline	Montgomery	Somerset	Winconico
Charles	Prince Georges	St. Marys	Worchester
Dorchester			

**Zone 2:**

Rest of State

**MINNESOTA:****Zone 1:**

Anoka	Hennepin	Scott	Washington
Carlton	Isanti	Sherburne	Wright
Carver	Itasca	St. Louis (North of T.55N)	
Chisago	Lake	St. Louis (South of T.55N)	
Cook	Pine		
Dakota	Ramsey		

**Zone 2:**

Rest of State

**MISSOURI:****Zone 1:**

St. Louis County

**Zone 2:**

Clay                      Jackson                      Platte                      Ray

**Zone 3:**

Buchanan                      Cass                      Lafayette

**Zone 4:**

Andrew	Dade	Holt	Ozark
Atchison	Dallas	Jasper	Pettis
Barry	Daviess	Johnson	Polk
Barton	DeKalb	Laclede	Saline
Bates	Douglas	Lawrence	Stone
Benton	Gentry	Livingston	St. Clair
Caldwell	Greene	McDonald	Taney
Camden	Grundy	Mercer	Vernon
Carroll	Harrison	Morgan	Webster
Cedar	Henry	Newton	Worth
Christian	Hickory	Nodaway	Wright
Clinton			

**Zone 5:**

Franklin                      Jefferson                      St. Charles

**Zone 6:**

Adair	Gasconade	Monroe	Schuyler
Audrian	Howard	Montgomery	Scott
Bollinger	Howell	New Madrid	Scotland
Boone	Iron	Oregon	Shannon
Butler	Knox	Osage	Shelby
Callaway	Lewis	Pemiscot	St. Francis
Cape Girardeau	Lincoln	Perry	Ste. Genevieve
Carter	Linn	Phelps	Stoddard
Charlton	Macon	Pike	Sullivan
Clark	Madison	Pulaski	Texas
Cole	Maries	Putnam	Warren
Cooper	Marion	Ralls	Washington
Crawford	Miller	Randolph	Wayne
Dent	Mississippi	Reynolds	
Dunklin	Moniteau	Ripley	

**NEVADA:****Zone 1:**

Clark                      Esmeralda                      Lincoln                      Nye

**Zone 2:**

Rest of State

**NEW YORK:****Zone 1:**

Bronx                      New York                      Queens                      Richmond  
Kings

**Zone 1A:**

Nassau                      Suffolk

**Zone 2:**

Westchester                      Putnam

**Zone 3:**

Rockland

**Zone 4:**

Columbia (Townships of Ancram, Claverack, Clermont, Copake, Galatin, Germantown, Greenport, Hillside, Hudson, Livingston, Philmont and Taconic)

Dutchess

**Zone 5:**

Delaware                      Orange                      Sullivan                      Ulster  
Green                      Otsego

**Zone 6:**

Erie

**Zone 7:**

Broome, Tioga (Townships of Richford, Berkshire, Newark Valley, Oswego, Tioga, Barton and Nichols)

Chenango (Townships of Columbus, Linklaen, Otselic, Smyrna, Pitcher, Pharsalis, Plymouth, North Norwich, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton)

Delaware (Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester)

**Zone 7A:**

Herkimer, Oneida (Townships of Sangerfield, West Winfield, Bridgewater, Marshall, Paris, New Hartford, Whitestown, Marcy, Trenton, Deerfield, Forestport, Kirkland and Remsen)

Montgomery (Townships of St. Johnsville, Minden, Canajoharie, Palatine and Root)

Fulton (Townships of Stratford, Oppenheim, Caroga and Ephrata)

Madison, Oneida (Townships of Florence, Camden, Annsville, Lee, Ava, Boonville, Western Steuben, Vienna, Rome, Floyd, Westmoreland, Vernon, August and Verona)

**Zone 7B:**

Onondaga

**Zone 7C:**

Clinton                      Essex                      Warren

**Zone 7D:**

Oswego

**Zone 7E:**

Franklin	Jefferson	Lewis	St. Lawrence
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**Zone 7F:**

Cortland, Tompkins, Tioga (Townships of Spencer and Candor)  
Schuyler (Township of Catherine)

**Zone 7G:**

Chenango (Townships of Sheburne, Columbus and New Berlin)  
Delaware (Townships of Franklin, Hamden, Stamford, Delhi, Kortright,  
Harpersfield, Meredith and Davenport)

**Zone 8A:**

Albany (Town Of Colonie)	Fulton Green (Catskill Township)	Montgomery Rensselaer (See 8B) Saratoga	Schenectady Schoharie Washington
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**Zone 8B:**

Albany (Except Town of Colonie)  
Columbia (Townships of Stuyvesant, Stockport, Kunderhook, New  
Lebanon, Canaan, Ghent, Chatham and Austerlitz)  
Green (Except Catskill Township)  
Rensselaer (Townships of North Greenbush, East Greenbush, Scholack,  
Nassau, Stephentown and Town of Rensselaer)

**Zone 9:**

Niagara

**Zone 10:**

Genessee Livingston	Monroe	Orleans	Wyoming
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**Zone 11:**

Allegany Cattaraugus	Chataugua (Townships of French Creek, Clymer, Chautaugua, Gerry, Ellington, Ellery and Stockton)
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**Zone 12:**

Chemung	Schuyler (Except Township of Catherine)	Stueben
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**Zone 13:**

Cayuga Ontario	Seneca	Wayne	Yates
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**PENNSYLVANIA:****Zone 1:**

Bucks Chester	Delaware	Montgomery	Philadelphia
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**Zone 2:**

Alleghney	Clarion	Franklin	Mercer
Armstrong	Clearfield	Fulton	Mifflin
Beaver	Clinton	Greene	Potter
Bedford	Crawford	Huntingdon	Somerset
Blair	Elk	Indiana	Venango
Butler	Erie	Jefferson	Warren
Cambria	Fayette	Lawrence	Washington
Cameron	Forest	McKean	Westmoreland
Centre			

**Zone 3:**

Adams	Lackawanna	Montour	Sullivan
Berks	Lancaster	Northampton	Susquehanna
Bradford	Lebanon	Northumberland	Tioga
Carbon	Lehigh	Perry	Union
Columbia	Luzerne	Pike	Wayne
Cumberland	Lycoming	Schuykill	Wyoming
Dauphin	Monroe	Snyder	York
Juniata			