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99-2004



May 1, 1998

It is the purpose and intent that this PipeLine Labor Manual shall include the current up-to-date Agreements which have been negotiated by the Pipe Line Contractors Association with the four unions recognized as having jurisdiction on mainline cross country pipe lines. The Unions are the International Brotherhood of Teamsters, AFL-CIO, 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.

Also included are all Policy Committee decisions issued by the National Pipe Line Industry Joint Policy Committee.

The Agreements are binding on all those contractor members of the Pipe Line Contractors Association who execute them and on such other contractors who, though not members of the Association, have accepted and signed the Agreements.

As revisions are made in the provisions of the Agreements or in the wage rates for each Union, new pages will be printed and distributed so that your Pipe Line Labor Manual may be kept up-to-date.

J. Patrick Tielborg
Managing Director
and General Counsel

(A) 5/1/99-4/30/2004

Date _____

JOB NOTIFICATION INFORMATION

- **UNITED ASSOCIATION:**
Mr. John Budzinski, Director of Pipeline and Gas Distribution
901 Massachusetts Avenue, Washington, D.C., 20001
Phone: (202) 628-5823
FAX: (202) 628-5024
- **INTERNATIONAL UNION OF OPERATING ENGINEERS:**
Mr. Frank Hanley, General President
1125 Seventeenth Street, N.W., Washington, D.C. 20036
Phone: (202) 429-9100
FAX: (202) 778-2618
- **LABORERS INTERNATIONAL UNION OF NORTH AMERICA:**
Mr. Terence M. O'Sullivan, General President
905 16th Street, N.W., Washington, D.C. 20006
Phone: (202) 737-8320
FAX: (202) 737-2754
- **INTERNATIONAL BROTHERHOOD OF TEAMSTERS:**
Mr. Richard Stern, International Brotherhood of Teamsters
25 Louisiana Avenue, N.W., Washington, D.C. 20001
Phone: (202) 624-6885
FAX: (202) 624-8107
- **PIPE LINE CONTRACTORS ASSOCIATION:**
Mr. J. Patrick Tielborg, Managing Director and General Counsel
1700 Pacific Avenue, Suite 4100, Dallas, Texas 75201-4675
Phone: (214) 969-2700
FAX: (214) 969-2705

Gentlemen:

We have been awarded a contract by _____
(Name of Company)

for the following work: (List type of work, size of pipe, miles, counties and state.)

Headquarters _____

Superintendent _____

Approximate Starting Date _____

Please advise who to contact concerning pre-job conference.

Very truly yours,

(Name of Contractor)

(Telephone No.) (Fax Number)

(Street Address) (City) (State) (Zip)

(Date)

* NOTE: Telegrams or Fax should be used to supply above information.

**NATIONAL PIPELINE INDUSTRY
JOINT POLICY COMMITTEE**



PLCA
Pipe Line Contractors
Association



LIUNA
Laborers' International
Union of
North America

COMMITTEE

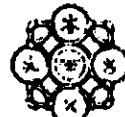
WILLIAM E. LEMLEY (IUOE)
JOHN BUDZINSKI (UA)
EDWARD M. SMITH (LIUNA)
CHARLES P. JOYCE (PLCA)
RICHARD STERN (IBT)
J. PATRICK TEILBORG, Secretary



IUOE
International Union of
Operating Engineers



IBT
International Brotherhood
of Teamsters, AFL-CIO



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

**PIPE LINE CONTRACTORS ASSOCIATION
OFFICERS**

PETER M. BILLEY, *President*
PAUL C. GREGORY, *1st Vice President*
ROBERT H. WESTPHAL, *2nd Vice President*
DAVE STOTZ, *Treasurer*

PETER M. BILLEY
BRIAN L. GANSKE
PAUL C. GREGORY
ROBERT JOHNSTON
W. A. "Bill" LEONE
M. DAN MURPHY
JAMES H. NOLAN, II

LARRY SABO
PAUL SOMERVILLE
DAVE STOTZ
SCOTT E. SUMMERS
DON W. THORN
ROBERT H. WESTPHAL

LABOR COMMITTEE

CHARLES P. JOYCE, *Chairman*
Otis Eastern Service, Inc.
Wellsville, New York 14895

PETER M. BILLEY
Right-of-Way Clearing & Maintenance, Inc.
Greensburg, Pennsylvania 15601

PAUL C. GREGORY
Gregory & Cook Construction, Inc.
Houston, Texas 77063

ROBERT JOHNSTON
Henkels & McCoy, Inc.
Norman, Oklahoma 73070

MIKE MURPHY
Murphy Bros., Inc.
East Moline, Illinois 61244

JAMES H. NOLAN, II
Sheehan Pipe Line Construction Co.
Tulsa, Oklahoma 74104

SCOTT E. SUMMERS
ARB, Inc.
Lake Forest, California 92636

DON W. THORN
Welded Construction, LP
Perrysburg, Ohio 43552

J. TOM WHITE
H. C. Price Co.
Dallas, Texas 75248

J. PATRICK TIELBORG
Managing Director and General Counsel
Dallas, Texas 75201-4675
Office Telephone: (214) 969-2700
Home Telephone: (214) 350-1195

EXHIBIT "D"
INTERPRETATIONS
EFFECTIVE JUNE 17, 1999

National Pipe Line Agreement Interpretations 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 Interpretations set out below have been agreed to by 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 and are made a part of the National Pipe Line Agreement as if set out therein.

1. Road Boring

When a welder is assigned and working with the road boring crew on any particular day, he will be entitled to the hours of the road boring crew for that day. For example, if the full road boring crew continues to work after regular quitting time and the Welder assigned to that crew that day is sent in before quitting time or at quitting time and not allowed to remain with the crew while it continues working after regular quitting time, he will be entitled to any additional hours worked by that crew that day. If the Welder assigned to the road boring crew is temporarily reassigned to perform other work and the full road boring crew continues to work performing regular road boring crew work that day, the Welder will be entitled to the same hours worked provided he returns to that crew or is relieved by the contractor from returning to the road boring crew.

2. Welding Rigs

The PLCA and the United Association do **not** negotiate rig rentals; however, there are certain procedures applicable to rigs when performing work under the National Pipe Line Agreement. These are as follows:

(a) Rig Pay on Single Qualification Test – The Welder's rig will be entitled to be paid the same number of hours the man is paid on a single qualification test.

(b) Rig Pay on Multiple Tests – On multiple tests the Welder's rig will be entitled to be paid the same number of hours the man is paid for multiple tests.

(c) Gassing Up – All trucks and welding machines will be gassed up during regular working hours **unless** the contractor has negotiated a rental and fuel rate. Welders are entitled to a full tank of gas for their truck and welding machine on the same day they complete work on that job and they are laid off; this does not include the drag-up tank.

3. Dispatching Employees

The contractor will provide the Union with the same advance notice of starting date for the Union's quota to be dispatched as it provides for its contractor-hired employees.

4. Drug Testing

The Substance Abuse Policy negotiated by the Association (PLCA) and the United Association (UA) will be applicable on all jobs covered by the National Pipe Line Agreement. The Journeyman shall be paid waiting time for any days lost during the normal scheduled work week in those cases which require completed testing before employment. In such cases, the Journeyman shall receive for any day lost during any one work week the sum of five hours plus fringes, and the Helper will receive a sum of four hours plus fringes. No payment or fringe contributions will be made if a test is positive for a prohibited drug.

5. Reporting time for Welder Helper

The Agreement provides that the Welder Helper shall receive the equivalent of not less than four hours pay at the straight time rate for any hours he misses during the normal scheduled work week unless he is told the night before that there will be no work the following day. These four hours are cumulative.

6. Job Steward Hours

Under the National Pipe Line Agreement a Journeyman acting as job steward is entitled to be paid for all hours worked by him or for the number of hours up to a maximum of thirteen (13) worked by any UA journeyman on the job except the UA mechanic and except for journeymen or welders working on testing.

It has been agreed by the PLCA and United Association that the maximum of thirteen (13) hours is based on a 10 hour work day, and that if the work day is set up on or extended to 11 hours or more the steward will be entitled to 3 hours above the number of hours the job is set up or extended, provided some other journeymen, except the UA mechanic, journeyman or welder on testing, works those hours. As an example, if the contractor sets the work week at 6-12's, and a UA journeyman other than the UA mechanic, journeymen or welder on testing works 16 hours the steward would be entitled to 15 hours.

In witness whereof the parties hereto have agreed to the interpretations set out above this twenty-seventh (27th) day of September, 2000.

PIPELINE CONTRACTORS ASSOCIATION

By: Paul Somerville
Paul Somerville
President

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

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 & Distribution

NATIONAL PIPE LINE AGREEMENT

*K 8917
6,250 work*

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:

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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) 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 50 cents 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 incompletd 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 35 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 50 cents 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 50 cents 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 \$1.00 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 \$1.00 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 50 cents 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 \$1.00 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 35 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 \$1.00 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 \$1.00 per hour above the regular helper rate.
2. One helper will be employed for each roughcutter.
3. Bevelers will be paid \$1.00 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 \$1.00 per hour above the regular helper rate.
4. One helper will be employed for every two bevelers.
5. Roughcutters will be paid \$1.00 per hour above the regular helper rate.
6. One helper at a rate 35 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 35 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 \$1.00 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 50 cents 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 \$1.00 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 50 cents 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 50 cents 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. Effective May 1, 2003: 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. Effective April 1, 2002, for work bid on or after April 1, 2002: for all employees, the sum of 50 cents per hour to the Pipe Line Industry Benefit Fund Training Fund. The Agreement and Declaration of Trust of the Pipe Line Industry Benefit Fund Training Fund is incorporated and made a part of this Agreement by reference thereto.
4. 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 Contractors Association. The Pipe Line Industry Advancement Fund is administered by the Pipe Line Contractors Association and the rules and regulations of this Fund are incorporated and made a part of this Agreement by reference thereto.
5. 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.

(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.

(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 and the Pipe Line Industry Pension Fund shall be deemed and are considered to be Trust Funds.

(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 and the Pipe Line Industry Pension Fund shall be administered by a Board of Trustees consisting of three (3) members appointed by the Union, and three (3) representatives appointed by the Pipe Line Contractors Association.

(E) There have heretofore been prepared and executed Trust Agreements for the Benefit and Pension Funds. 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.

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 May 1, 1999, 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 April 30, 2004, 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 17th day of June 1, 1999.

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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

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PIPELINE CONTRACTORS ASSOCIATION

By: H. Charles Price
H. Charles Price,
President

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

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**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 May 1, 1999, until May 1, 2004. Termination of this Special Agreement will be in accordance with the provisions of Article XXIX of the National Pipe Line Agreement.

a. States

All states in the Continental United States and the District of Columbia, except California, Illinois, New Jersey, Oregon, Washington and Wisconsin.

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. above. (Effective for work bid on or after October 8, 2001):

| | | | |
|------------|-------------|---------|-------------|
| Journeyman | \$29.00 | Helper* | \$13.15 |
| Fringes | <u>5.30</u> | Fringes | <u>4.22</u> |
| | \$34.30 | | \$17.37 |

* (Compare Laborer's rate)

2. Conditions for all States set out above (effective January 1, 2002 to May 1, 2004):

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 .35 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 \$1.00 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 herein above, or the Laborer's basic hourly rate for the area in which the job is located, whichever is greater. Fringes are not involved in the comparison.

d. The workweek will be a minimum of sixty (60) hours where the contractor has discretion in setting workweek hours.

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 (6th) 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 (6th) 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

PIPE LINE CONTRACTORS ASSOCIATION

By *H. Charles Price*
H. Charles Price,
President

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

EXHIBIT "A"

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

| | 5/1/99 - 5/1/00 | | 5/1/00 - 5/1/02 | |
|----------------|-----------------|----------------|-----------------|----------------|
| | <u>Wages</u> | <u>Fringes</u> | <u>Wages</u> | <u>Fringes</u> |
| Alabama | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Alaska | - | \$9.75 | - | \$9.75 |
| Arizona | \$38.39 | \$9.75 | \$39.64 | \$9.75 |
| Arkansas | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| California | \$38.39 | \$9.75 | \$39.64 | \$9.75 |
| Colorado | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Connecticut | \$38.39 | \$9.75 | \$39.64 | \$9.75 |
| Delaware | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| D.C. | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Florida | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Georgia | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Idaho | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Illinois | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Indiana | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Iowa | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Kansas | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Kentucky | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Louisiana | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Maine | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Maryland | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Massachusetts | \$38.39 | \$9.75 | \$39.64 | \$9.75 |
| Michigan | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Minnesota | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Mississippi | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Missouri | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Montana | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Nebraska | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Nevada | \$38.39 | \$9.75 | \$39.64 | \$9.75 |
| New Hampshire | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| New Jersey | \$38.39 | \$9.75 | \$39.64 | \$9.75 |
| New Mexico | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| New York | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| North Carolina | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| North Dakota | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Ohio | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Oklahoma | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Oregon | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Pennsylvania | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Rhode Island | \$38.39 | \$9.75 | \$39.64 | \$9.75 |

| | 5/1/99 - 5/1/00 | | 5/1/00 - 5/1/02 | |
|----------------|-----------------|----------------|-----------------|----------------|
| | <u>Wages</u> | <u>Fringes</u> | <u>Wages</u> | <u>Fringes</u> |
| South Carolina | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| South Dakota | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Tennessee | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Texas | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Utah | \$37.69 | \$9.75 | \$38.94 | \$9.75 |
| Vermont | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Virginia | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Washington | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| West Virginia | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Wisconsin | \$37.94 | \$9.75 | \$39.19 | \$9.75 |
| Wyoming | \$37.69 | \$9.75 | \$38.94 | \$9.75 |

Contract Expires April 30, 2004.

***Effective 5/1/02 — Wage Reopener**

***Effective 5/1/03 — Wage Reopener**

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

**5 cents Training Fund contribution included in \$9.75 fringes effective
January 1, 2000**

EXHIBIT "A"

RE: UNITED ASSOCIATION JOURNEYMEN HOURLY WAGE RATES AND FRINGES*

| | (BID BEFORE 4/1/02) | | | | (BID ON OR AFTER 4/1/02) | | | |
|----------------|------------------------------|---------|------------------------------|---------|------------------------------|---------|------------------------------|---------|
| | Effective 4/1/02 - 5/1/02 | | Effective 5/1/02 - 5/1/03 | | Effective 4/1/02 - 5/1/02 | | Effective 5/1/02 - 5/1/03 | |
| | Wages | Fringes | Wages | Fringes | Wages | Fringes | Wages | Fringes |
| Alabama | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Alaska | - | - | - | - | - | - | - | - |
| Arizona | \$39.64 | \$9.75 | \$38.64 | \$10.75 | \$39.64 | \$12.25 | \$38.64 | \$13.25 |
| Arkansas | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| California | \$39.64 | \$9.75 | \$38.64 | \$10.75 | \$39.64 | \$12.25 | \$38.64 | \$13.25 |
| Colorado | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Connecticut | \$39.64 | \$9.75 | \$38.64 | \$10.75 | \$39.64 | \$12.25 | \$38.64 | \$13.25 |
| Delaware | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| D.C. | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Florida | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Georgia | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Idaho | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Illinois | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Indiana | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Iowa | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Kansas | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Kentucky | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Louisiana | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Maine | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Maryland | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Massachusetts | \$39.64 | \$9.75 | \$38.64 | \$10.75 | \$39.64 | \$12.25 | \$38.64 | \$13.25 |
| Michigan | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Minnesota | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Mississippi | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Missouri | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Montana | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Nebraska | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Nevada | \$39.64 | \$9.75 | \$38.64 | \$10.75 | \$39.64 | \$12.25 | \$38.64 | \$13.25 |
| New Hampshire | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| New Jersey | \$39.64 | \$9.75 | \$38.64 | \$10.75 | \$39.64 | \$12.25 | \$38.64 | \$13.25 |
| New Mexico | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| New York | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| North Carolina | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| North Dakota | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Ohio | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Oklahoma | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Oregon | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Pennsylvania | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Rhode Island | \$39.64 | \$9.75 | \$38.64 | \$10.75 | \$39.64 | \$12.25 | \$38.64 | \$13.25 |

EXHIBIT "A"

RE: UNITED ASSOCIATION JOURNEYMEN HOURLY WAGE RATES AND FRINGES*

| | {BID BEFORE 4/1/02} | | | | {BID ON OR AFTER 4/1/02} | | | |
|----------------|----------------------------|------------------------|------------------------|------------------------|---------------------------------|------------------------|------------------------|------------------------|
| | Effective | | Effective | | Effective | | Effective | |
| | 4/1/02 - 5/1/02 | 5/1/02 - 5/1/03 | 4/1/02 - 5/1/02 | 5/1/02 - 5/1/03 | 4/1/02 - 5/1/02 | 5/1/02 - 5/1/03 | 4/1/02 - 5/1/02 | 5/1/02 - 5/1/03 |
| | Wages | Fringes | Wages | Fringes | Wages | Fringes | Wages | Fringes |
| South Carolina | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| South Dakota | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Tennessee | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Texas | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Utah | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |
| Vermont | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Virginia | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Washington | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| West Virginia | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Wisconsin | \$39.19 | \$9.75 | \$38.19 | \$10.75 | \$39.19 | \$12.25 | \$38.19 | \$13.25 |
| Wyoming | \$38.94 | \$9.75 | \$37.94 | \$10.75 | \$38.94 | \$12.25 | \$37.94 | \$13.25 |

Contract Expires April 30, 2004.

*Effective 5/1/03 — Plus \$1.50 Total Package

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

EXHIBIT "A"

RE: UNITED ASSOCIATION JOURNEYMEN HOURLY WAGE RATES AND FRINGES

| | 5/1/03 - 5/1/04 | |
|----------------|-----------------|---------|
| | Wages | Fringes |
| Alabama | \$38.64 | \$14.05 |
| Alaska | — | \$14.05 |
| Arizona | \$39.34 | \$14.05 |
| Arkansas | \$38.64 | \$14.05 |
| California | \$39.34 | \$14.05 |
| Colorado | \$38.64 | \$14.05 |
| Connecticut | \$39.34 | \$14.05 |
| Delaware | \$38.89 | \$14.05 |
| D.C. | \$38.89 | \$14.05 |
| Florida | \$38.64 | \$14.05 |
| Georgia | \$38.64 | \$14.05 |
| Idaho | \$38.64 | \$14.05 |
| Illinois | \$38.89 | \$14.05 |
| Indiana | \$38.89 | \$14.05 |
| Iowa | \$38.89 | \$14.05 |
| Kansas | \$38.64 | \$14.05 |
| Kentucky | \$38.89 | \$14.05 |
| Louisiana | \$38.64 | \$14.05 |
| Maine | \$38.89 | \$14.05 |
| Maryland | \$38.89 | \$14.05 |
| Massachusetts | \$39.34 | \$14.05 |
| Michigan | \$38.89 | \$14.05 |
| Minnesota | \$38.89 | \$14.05 |
| Mississippi | \$38.64 | \$14.05 |
| Missouri | \$38.89 | \$14.05 |
| Montana | \$38.64 | \$14.05 |
| Nebraska | \$38.64 | \$14.05 |
| Nevada | \$39.34 | \$14.05 |
| New Hampshire | \$38.89 | \$14.05 |
| New Jersey | \$39.34 | \$14.05 |
| New Mexico | \$38.64 | \$14.05 |
| New York | \$38.89 | \$14.05 |
| North Carolina | \$38.64 | \$14.05 |
| North Dakota | \$38.64 | \$14.05 |
| Ohio | \$38.89 | \$14.05 |
| Oklahoma | \$38.64 | \$14.05 |
| Oregon | \$38.89 | \$14.05 |
| Pennsylvania | \$38.89 | \$14.05 |
| Rhode Island | \$39.34 | \$14.05 |

T

EXHIBIT "A"
RE: UNITED ASSOCIATION JOURNEYMEN
HOURLY WAGE RATES AND FRINGES

| | <u>5/1/03 - 5/1/04</u> | |
|----------------|------------------------|----------------|
| | <u>Wages</u> | <u>Fringes</u> |
| South Carolina | \$38.64 | \$14.05 |
| South Dakota | \$38.64 | \$14.05 |
| Tennessee | \$38.64 | \$14.05 |
| Texas | \$38.64 | \$14.05 |
| Utah | \$38.64 | \$14.05 |
| Vermont | \$38.89 | \$14.05 |
| Virginia | \$38.89 | \$14.05 |
| Washington | \$38.89 | \$14.05 |
| West Virginia | \$38.89 | \$14.05 |
| Wisconsin | \$38.89 | \$14.05 |
| Wyoming | \$38.64 | \$14.05 |

Contract Expires April 30, 2004.

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*

| | 5/1/99 - 5/1/00 | | 5/1/00 - 5/1/02 | |
|-----------------------|-----------------|----------------|-----------------|----------------|
| | <u>Wages</u> | <u>Fringes</u> | <u>Wages</u> | <u>Fringes</u> |
| Alabama | \$14.92 | \$8.17 | \$15.67 | \$8.17 |
| Alaska | - | \$8.17 | - | \$8.17 |
| Arizona | \$18.27 | \$8.17 | \$19.02 | \$8.17 |
| Arkansas | \$15.67 | \$8.17 | \$16.42 | \$8.17 |
| ** California: | | | | |
| Zone 1 | \$24.54 | \$8.17 | \$25.29 | \$8.17 |
| Zone 2A | \$27.46 | \$8.17 | \$28.21 | \$8.17 |
| Zone 2B | \$26.26 | \$8.17 | \$27.01 | \$8.17 |
| Zone 3 | \$25.21 | \$8.17 | \$25.96 | \$8.17 |
| Colorado | \$17.85 | \$8.17 | \$18.60 | \$8.17 |
| Connecticut | \$21.59 | \$8.17 | \$22.34 | \$8.17 |
| Delaware | \$14.80 | \$8.17 | \$15.55 | \$8.17 |
| D.C. | \$17.24 | \$8.17 | \$17.99 | \$8.17 |
| Florida | \$16.07 | \$8.17 | \$16.82 | \$8.17 |
| Georgia | \$16.34 | \$8.17 | \$17.09 | \$8.17 |
| ** Idaho: | | | | |
| Zone 1 | \$22.43 | \$8.17 | \$23.18 | \$8.17 |
| Zone 2 | \$21.08 | \$8.17 | \$21.83 | \$8.17 |
| ** Illinois: | | | | |
| Zone 1 | \$20.79 | \$8.17 | \$21.54 | \$8.17 |
| Zone 2 | \$20.03 | \$8.17 | \$20.78 | \$8.17 |
| Zone 3 | \$23.82 | \$8.17 | \$24.57 | \$8.17 |
| Zone 4 | \$20.35 | \$8.17 | \$21.10 | \$8.17 |
| Zone 5 | \$20.03 | \$8.17 | \$20.78 | \$8.17 |
| Zone 6 | \$19.77 | \$8.17 | \$20.52 | \$8.17 |
| Zone 7 | \$20.66 | \$8.17 | \$21.41 | \$8.17 |
| Zone 8 | \$20.42 | \$8.17 | \$21.17 | \$8.17 |
| Zone 9 | \$20.36 | \$8.17 | \$21.11 | \$8.17 |
| Zone 10 | \$20.44 | \$8.17 | \$21.19 | \$8.17 |
| Zone 11 | \$18.88 | \$8.17 | \$19.63 | \$8.17 |
| Zone 12 | \$18.78 | \$8.17 | \$19.53 | \$8.17 |
| Zone 13 | \$20.71 | \$8.17 | \$21.46 | \$8.17 |
| Zone 14 | \$19.64 | \$8.17 | \$20.39 | \$8.17 |
| Zone 15 | \$21.72 | \$8.17 | \$22.47 | \$8.17 |
| Zone 16 | \$19.79 | \$8.17 | \$20.54 | \$8.17 |
| Zone 17 | \$20.74 | \$8.17 | \$21.49 | \$8.17 |
| Zone 18 | \$21.44 | \$8.17 | \$22.19 | \$8.17 |
| Indiana | \$18.58 | \$8.17 | \$19.33 | \$8.17 |
| ** Iowa: | | | | |
| Zone 1 | \$20.10 | \$8.17 | \$20.85 | \$8.17 |
| Zone 2 | \$15.68 | \$8.17 | \$16.43 | \$8.17 |
| ** Kansas: | | | | |
| Zone 1 | \$19.16 | \$8.17 | \$19.91 | \$8.17 |
| Zone 2 | \$14.80 | \$8.17 | \$15.55 | \$8.17 |

Rev. 5/2000

B-201

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

| | 5/1/99 - 5/1/00 | | 5/1/00 - 5/1/02 | |
|-----------------------------|-----------------|---------|-----------------|---------|
| | Wages | Fringes | Wages | Fringes |
| **Kansas (continued) | | | | |
| Zone 3 | \$14.80 | \$8.17 | \$15.55 | \$8.17 |
| Zone 4 | \$18.01 | \$8.17 | \$18.76 | \$8.17 |
| Kentucky | \$16.19 | \$8.17 | \$16.94 | \$8.17 |
| Louisiana | \$17.77 | \$8.17 | \$18.52 | \$8.17 |
| Maine | \$15.00 | \$8.17 | \$15.75 | \$8.17 |
| **Maryland: | | | | |
| Zone 1 | \$16.69 | \$8.17 | \$17.44 | \$8.17 |
| Zone 2 | \$19.03 | \$8.17 | \$19.78 | \$8.17 |
| Massachusetts | \$22.86 | \$8.17 | \$23.61 | \$8.17 |
| Michigan | \$21.03 | \$8.17 | \$21.78 | \$8.17 |
| **Minnesota: | | | | |
| Zone 1 | \$19.95 | \$8.17 | \$20.70 | \$8.17 |
| Zone 2 | \$14.70 | \$8.17 | \$15.45 | \$8.17 |
| Mississippi | \$16.02 | \$8.17 | \$16.77 | \$8.17 |
| **Missouri: | | | | |
| Zone 1 | \$23.35 | \$8.17 | \$24.10 | \$8.17 |
| Zone 2 | \$20.86 | \$8.17 | \$21.61 | \$8.17 |
| Zone 3 | \$19.82 | \$8.17 | \$20.57 | \$8.17 |
| Zone 4 | \$18.42 | \$8.17 | \$19.17 | \$8.17 |
| Zone 5 | \$22.09 | \$8.17 | \$22.84 | \$8.17 |
| Zone 6 | \$20.74 | \$8.17 | \$21.49 | \$8.17 |
| Montana | \$17.24 | \$8.17 | \$17.99 | \$8.17 |
| Nebraska | \$15.62 | \$8.17 | \$16.37 | \$8.17 |
| **Nevada: | | | | |
| Zone 1 | \$22.25 | \$8.17 | \$23.00 | \$8.17 |
| Zone 2 | \$20.50 | \$8.17 | \$21.25 | \$8.17 |
| New Hampshire | \$16.83 | \$8.17 | \$17.58 | \$8.17 |
| New Jersey | \$23.04 | \$8.17 | \$23.79 | \$8.17 |
| New Mexico | \$16.33 | \$8.17 | \$17.08 | \$8.17 |
| **New York: | | | | |
| Zone 1 | \$26.59 | \$8.17 | \$27.34 | \$8.17 |
| Zone 1A | \$26.67 | \$8.17 | \$27.42 | \$8.17 |
| Zone 2 | \$24.54 | \$8.17 | \$25.29 | \$8.17 |
| Zone 3 | \$25.39 | \$8.17 | \$26.14 | \$8.17 |
| Zone 4 | \$25.61 | \$8.17 | \$26.36 | \$8.17 |
| Zone 5 | \$21.19 | \$8.17 | \$21.94 | \$8.17 |
| Zone 6 | \$20.86 | \$8.17 | \$21.61 | \$8.17 |
| Zone 7 | \$22.44 | \$8.17 | \$23.19 | \$8.17 |
| Zone 7A | \$19.92 | \$8.17 | \$20.67 | \$8.17 |
| Zone 7B | \$20.58 | \$8.17 | \$21.33 | \$8.17 |
| Zone 7C | \$20.83 | \$8.17 | \$21.58 | \$8.17 |
| Zone 7D | \$20.98 | \$8.17 | \$21.73 | \$8.17 |
| Zone 7E | \$21.79 | \$8.17 | \$22.54 | \$8.17 |
| Zone 7F | \$20.32 | \$8.17 | \$21.07 | \$8.17 |

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

| | 5/1/99 - 5/1/00 | | 5/1/00 - 5/1/02 | |
|-------------------------------|-----------------|---------|-----------------|---------|
| | Wages | Fringes | Wages | Fringes |
| **New York (continued) | | | | |
| Zone 7G | \$23.22 | \$8.17 | \$23.97 | \$8.17 |
| Zone 8A | \$21.73 | \$8.17 | \$22.48 | \$8.17 |
| Zone 8B | \$21.88 | \$8.17 | \$22.63 | \$8.17 |
| Zone 9 | \$23.18 | \$8.17 | \$23.93 | \$8.17 |
| Zone 10 | \$21.49 | \$8.17 | \$22.24 | \$8.17 |
| Zone 11 | \$18.63 | \$8.17 | \$19.38 | \$8.17 |
| Zone 12 | \$19.95 | \$8.17 | \$20.70 | \$8.17 |
| Zone 13 | \$22.42 | \$8.17 | \$23.17 | \$8.17 |
| North Carolina | \$16.44 | \$8.17 | \$17.19 | \$8.17 |
| North Dakota | \$14.80 | \$8.17 | \$15.55 | \$8.17 |
| Ohio | \$21.97 | \$8.17 | \$22.72 | \$8.17 |
| Oklahoma | \$16.38 | \$8.17 | \$17.13 | \$8.17 |
| Oregon | \$21.46 | \$8.17 | \$22.21 | \$8.17 |
| **Pennsylvania: | | | | |
| Zone 1 | \$20.92 | \$8.17 | \$21.67 | \$8.17 |
| Zone 2 | \$19.13 | \$8.17 | \$19.88 | \$8.17 |
| Zone 3 | \$19.60 | \$8.17 | \$20.35 | \$8.17 |
| Rhode Island | \$22.64 | \$8.17 | \$23.39 | \$8.17 |
| South Carolina | \$16.44 | \$8.17 | \$17.19 | \$8.17 |
| South Dakota | \$15.77 | \$8.17 | \$16.52 | \$8.17 |
| Tennessee | \$16.30 | \$8.17 | \$17.05 | \$8.17 |
| Texas | \$16.43 | \$8.17 | \$17.18 | \$8.17 |
| Utah | \$18.35 | \$8.17 | \$19.10 | \$8.17 |
| Vermont | \$17.50 | \$8.17 | \$18.25 | \$8.17 |
| Virginia | \$16.86 | \$8.17 | \$17.61 | \$8.17 |
| Washington | \$21.19 | \$8.17 | \$21.94 | \$8.17 |
| West Virginia | \$18.91 | \$8.17 | \$19.66 | \$8.17 |
| Wisconsin | \$19.16 | \$8.17 | \$19.91 | \$8.17 |
| Wyoming | \$18.09 | \$8.17 | \$18.84 | \$8.17 |

Contract Expires April 30, 2004

- *Effective 5/1/02 - Wage Reopener
- *Effective 5/1/03 - Wage Reopener
- ** 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.**

**5 cents Training Fund contribution included in \$8.17 fringes effective
January 1, 2000**

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 | | |
|---------|-----------|--|--|

Zone 3:

| | | | |
|--------|--------|---------|---------|
| Boone | Grundy | Kendall | McHenry |
| Cook | Kane | Lake | Will |
| DuPage | | | |

EXHIBIT "B"

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

| | 4/1/2002 - 5/1/2003 | | |
|-----------------------|---------------------|-----------------------------------|--|
| | Wages | Fringes (Bid before 4/1/02) | Fringes (Bid on or or after 4/1/02) |
| Alabama | \$15.67 | \$8.17 | \$9.67 |
| Alaska | - | \$8.17 | \$9.67 |
| Arizona | \$19.02 | \$8.17 | \$9.67 |
| Arkansas | \$16.42 | \$8.17 | \$9.67 |
| ** California: | | | |
| Zone 1 | \$25.29 | \$8.17 | \$9.67 |
| Zone 2A | \$28.21 | \$8.17 | \$9.67 |
| Zone 2B | \$27.01 | \$8.17 | \$9.67 |
| Zone 3 | \$25.96 | \$8.17 | \$9.67 |
| Colorado | \$18.60 | \$8.17 | \$9.67 |
| Connecticut | \$22.34 | \$8.17 | \$9.67 |
| Delaware | \$15.55 | \$8.17 | \$9.67 |
| D.C. | \$17.99 | \$8.17 | \$9.67 |
| Florida | \$16.82 | \$8.17 | \$9.67 |
| Georgia | \$17.09 | \$8.17 | \$9.67 |
| ** Idaho: | | | |
| Zone 1 | \$23.18 | \$8.17 | \$9.67 |
| Zone 2 | \$21.83 | \$8.17 | \$9.67 |
| ** Illinois: | | | |
| Zone 1 | \$21.54 | \$8.17 | \$9.67 |
| Zone 2 | \$20.78 | \$8.17 | \$9.67 |
| Zone 3 | \$24.57 | \$8.17 | \$9.67 |
| Zone 4 | \$21.10 | \$8.17 | \$9.67 |
| Zone 5 | \$20.78 | \$8.17 | \$9.67 |
| Zone 6 | \$20.52 | \$8.17 | \$9.67 |
| Zone 7 | \$21.41 | \$8.17 | \$9.67 |
| Zone 8 | \$21.17 | \$8.17 | \$9.67 |
| Zone 9 | \$21.11 | \$8.17 | \$9.67 |
| Zone 10 | \$21.19 | \$8.17 | \$9.67 |
| Zone 11 | \$19.63 | \$8.17 | \$9.67 |
| Zone 12 | \$19.53 | \$8.17 | \$9.67 |
| Zone 13 | \$21.46 | \$8.17 | \$9.67 |
| Zone 14 | \$20.39 | \$8.17 | \$9.67 |
| Zone 15 | \$22.47 | \$8.17 | \$9.67 |
| Zone 16 | \$20.54 | \$8.17 | \$9.67 |
| Zone 17 | \$21.49 | \$8.17 | \$9.67 |
| Zone 18 | \$22.19 | \$8.17 | \$9.67 |
| Indiana | \$19.33 | \$8.17 | \$9.67 |
| ** Iowa: | | | |
| Zone 1 | \$20.85 | \$8.17 | \$9.67 |
| Zone 2 | \$16.43 | \$8.17 | \$9.67 |

EXHIBIT "B"

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

| | Wages | 4/1/2002 - 5/1/2003 | |
|----------------------|---------|-----------------------------------|--|
| | | Fringes (Bid before 4/1/02) | Fringes (Bid on or or after 4/1/02) |
| ** Kansas: | | | |
| Zone 1 | \$19.91 | \$8.17 | \$9.67 |
| Zone 2 | \$15.55 | \$8.17 | \$9.67 |
| Zone 3 | \$15.55 | \$8.17 | \$9.67 |
| Zone 4 | \$18.76 | \$8.17 | \$9.67 |
| Kentucky | \$16.94 | \$8.17 | \$9.67 |
| Louisiana | \$18.52 | \$8.17 | \$9.67 |
| Maine | \$15.75 | \$8.17 | \$9.67 |
| ** Maryland: | | | |
| Zone 1 | \$17.44 | \$8.17 | \$9.67 |
| Zone 2 | \$19.78 | \$8.17 | \$9.67 |
| Massachusetts | \$23.61 | \$8.17 | \$9.67 |
| Michigan | \$21.78 | \$8.17 | \$9.67 |
| ** Minnesota: | | | |
| Zone 1 | \$20.70 | \$8.17 | \$9.67 |
| Zone 2 | \$15.45 | \$8.17 | \$9.67 |
| Mississippi | \$16.77 | \$8.17 | \$9.67 |
| ** Missouri: | | | |
| Zone 1 | \$24.10 | \$8.17 | \$9.67 |
| Zone 2 | \$21.61 | \$8.17 | \$9.67 |
| Zone 3 | \$20.57 | \$8.17 | \$9.67 |
| Zone 4 | \$19.17 | \$8.17 | \$9.67 |
| Zone 5 | \$22.84 | \$8.17 | \$9.67 |
| Zone 6 | \$21.49 | \$8.17 | \$9.67 |
| Montana | \$17.99 | \$8.17 | \$9.67 |
| Nebraska | \$16.37 | \$8.17 | \$9.67 |
| ** Nevada: | | | |
| Zone 1 | \$23.00 | \$8.17 | \$9.67 |
| Zone 2 | \$21.25 | \$8.17 | \$9.67 |
| New Hampshire | \$17.58 | \$8.17 | \$9.67 |
| New Jersey | \$23.79 | \$8.17 | \$9.67 |
| New Mexico | \$17.08 | \$8.17 | \$9.67 |
| ** New York: | | | |
| Zone 1 | \$27.34 | \$8.17 | \$9.67 |
| Zone 1A | \$27.42 | \$8.17 | \$9.67 |
| Zone 2 | \$25.29 | \$8.17 | \$9.67 |
| Zone 3 | \$26.14 | \$8.17 | \$9.67 |
| Zone 4 | \$26.36 | \$8.17 | \$9.67 |
| Zone 5 | \$21.94 | \$8.17 | \$9.67 |
| Zone 6 | \$21.61 | \$8.17 | \$9.67 |
| Zone 7 | \$23.19 | \$8.17 | \$9.67 |
| Zone 7A | \$20.67 | \$8.17 | \$9.67 |
| Zone 7B | \$21.33 | \$8.17 | \$9.67 |

EXHIBIT "B"

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

4/1/2002 - 5/1/2003

| | Wages | Fringes (Bid before 4/1/02) | Fringes (Bid on or or after 4/1/02) |
|-------------------------------|---------|-----------------------------------|--|
| **New York (continued) | | | |
| Zone 7C | \$21.58 | \$8.17 | \$9.67 |
| Zone 7D | \$21.73 | \$8.17 | \$9.67 |
| Zone 7E | \$22.54 | \$8.17 | \$9.67 |
| Zone 7F | \$21.07 | \$8.17 | \$9.67 |
| Zone 7G | \$23.97 | \$8.17 | \$9.67 |
| Zone 8A | \$22.48 | \$8.17 | \$9.67 |
| Zone 8B | \$22.63 | \$8.17 | \$9.67 |
| Zone 9 | \$23.93 | \$8.17 | \$9.67 |
| Zone 10 | \$22.24 | \$8.17 | \$9.67 |
| Zone 11 | \$19.38 | \$8.17 | \$9.67 |
| Zone 12 | \$20.70 | \$8.17 | \$9.67 |
| Zone 13 | \$23.17 | \$8.17 | \$9.67 |
| North Carolina | \$17.19 | \$8.17 | \$9.67 |
| North Dakota | \$15.55 | \$8.17 | \$9.67 |
| Ohio | \$22.72 | \$8.17 | \$9.67 |
| Oklahoma | \$17.13 | \$8.17 | \$9.67 |
| Oregon | \$22.21 | \$8.17 | \$9.67 |
| **Pennsylvania: | | | |
| Zone 1 | \$21.67 | \$8.17 | \$9.67 |
| Zone 2 | \$19.88 | \$8.17 | \$9.67 |
| Zone 3 | \$20.35 | \$8.17 | \$9.67 |
| Rhode Island | \$23.39 | \$8.17 | \$9.67 |
| South Carolina | \$17.19 | \$8.17 | \$9.67 |
| South Dakota | \$16.52 | \$8.17 | \$9.67 |
| Tennessee | \$17.05 | \$8.17 | \$9.67 |
| Texas | \$17.18 | \$8.17 | \$9.67 |
| Utah | \$19.10 | \$8.17 | \$9.67 |
| Vermont | \$18.25 | \$8.17 | \$9.67 |
| Virginia | \$17.61 | \$8.17 | \$9.67 |
| Washington | \$21.94 | \$8.17 | \$9.67 |
| West Virginia | \$19.66 | \$8.17 | \$9.67 |
| Wisconsin | \$19.91 | \$8.17 | \$9.67 |
| Wyoming | \$18.84 | \$8.17 | \$9.67 |

Contract Expires April 30, 2004

***Effective 5/1/03 - Plus \$1.25 Total Package**

**** 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 | | |
|---------|-----------|--|--|

Zone 3:

| | | | |
|--------|--------|---------|---------|
| Boone | Grundy | Kendall | McHenry |
| Cook | Kane | Lake | Will |
| DuPage | | | |

| | | | |
|--|--|----------------------------------|-------------------------------|
| Zone 4: Bureau | LaSalle | Putnam | |
| Zone 5: Bond Calhoun Clinton | Green Jersey Macoupin | Monroe Montgomery Randolph | Washington |
| Zone 6: Coles | Cumberland | | |
| Zone 7: Mercer | Rock Island | | |
| Zone 8: Fulton | Tazewell | | |
| Zone 9: Carroll DeKalb | Jo Daviess Lee | Ogle Stephenson | Whiteside Winnebago |
| Zone 10: Ford Hancock Henderson Henry | Iroquois Kankakee Knox Livingston | Marshall McDonough McLean | Stark Warren Woodford |
| Zone 11: Clay Crawford Edwards Effingham | Fayette Hamilton Jasper Jefferson | Lawrence Marion Richland | Wabash Wayne White |
| Zone 12: Alexander Franklin Gallatin Hardin | Jackson Johnson Massac | Perry Pope Pulaski | Saline Union Williamson |
| Zone 13: Adams Brown Cass | Christian Logan Mason | Menard Morgan Pike | Sangamon Schuyler Scott |
| Zone 14: Vermillion | | | |
| Zone 15: Champaign | Dewitt | Platt | |
| Zone 16: Clark | Douglas | Edgar | |
| Zone 17: Shelby | | | |
| Zone 18: Macon | Moultrie | | |
| Rev. 5/2000 | | B-205 | |

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

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 | Wahauunsee |
| 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

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, Otselec, 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

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 (See 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

EXHIBIT "B"

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

| | 5/1/03 - 5/1/04 | |
|-----------------------|------------------------|----------------|
| | Wages | Fringes |
| Alabama | \$16.12 | \$10.47 |
| Alaska | - | \$10.47 |
| Arizona | \$19.47 | \$10.47 |
| Arkansas | \$16.87 | \$10.47 |
| ** California: | | |
| Zone 1 | \$25.74 | \$10.47 |
| Zone 2A | \$28.66 | \$10.47 |
| Zone 2B | \$27.46 | \$10.47 |
| Zone 3 | \$26.41 | \$10.47 |
| Colorado | \$19.05 | \$10.47 |
| Connecticut | \$22.79 | \$10.47 |
| Delaware | \$16.00 | \$10.47 |
| D.C. | \$18.44 | \$10.47 |
| Florida | \$17.27 | \$10.47 |
| Georgia | \$17.54 | \$10.47 |
| ** Idaho: | | |
| Zone 1 | \$23.63 | \$10.47 |
| Zone 2 | \$22.28 | \$10.47 |
| ** Illinois: | | |
| Zone 1 | \$21.99 | \$10.47 |
| Zone 2 | \$21.23 | \$10.47 |
| Zone 3 | \$25.02 | \$10.47 |
| Zone 4 | \$21.55 | \$10.47 |
| Zone 5 | \$21.23 | \$10.47 |
| Zone 6 | \$20.97 | \$10.47 |
| Zone 7 | \$21.86 | \$10.47 |
| Zone 8 | \$21.62 | \$10.47 |
| Zone 9 | \$21.56 | \$10.47 |
| Zone 10 | \$21.64 | \$10.47 |
| Zone 11 | \$20.08 | \$10.47 |
| Zone 12 | \$19.98 | \$10.47 |
| Zone 13 | \$21.91 | \$10.47 |
| Zone 14 | \$20.84 | \$10.47 |
| Zone 15 | \$22.92 | \$10.47 |
| Zone 16 | \$20.99 | \$10.47 |
| Zone 17 | \$21.94 | \$10.47 |
| Zone 18 | \$22.64 | \$10.47 |
| Indiana | \$19.78 | \$10.47 |
| ** Iowa: | | |
| Zone 1 | \$21.30 | \$10.47 |
| Zone 2 | \$16.88 | \$10.47 |
| ** Kansas: | | |
| Zone 1 | \$20.36 | \$10.47 |
| Zone 2 | \$16.00 | \$10.47 |

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

| | 5/1/03 - 5/1/04 | |
|-----------------------------|-----------------|----------------|
| | <u>Wages</u> | <u>Fringes</u> |
| **Kansas (continued) | | |
| Zone 3 | \$16.00 | \$10.47 |
| Zone 4 | \$19.21 | \$10.47 |
| Kentucky | \$17.39 | \$10.47 |
| Louisiana | \$18.97 | \$10.47 |
| Maine | \$16.20 | \$10.47 |
| **Maryland: | | |
| Zone 1 | \$17.89 | \$10.47 |
| Zone 2 | \$20.23 | \$10.47 |
| Massachusetts | \$24.06 | \$10.47 |
| Michigan | \$22.23 | \$10.47 |
| **Minnesota: | | |
| Zone 1 | \$21.15 | \$10.47 |
| Zone 2 | \$15.90 | \$10.47 |
| Mississippi | \$17.22 | \$10.47 |
| **Missouri: | | |
| Zone 1 | \$24.55 | \$10.47 |
| Zone 2 | \$22.06 | \$10.47 |
| Zone 3 | \$21.02 | \$10.47 |
| Zone 4 | \$19.62 | \$10.47 |
| Zone 5 | \$23.29 | \$10.47 |
| Zone 6 | \$21.94 | \$10.47 |
| Montana | \$18.44 | \$10.47 |
| Nebraska | \$16.82 | \$10.47 |
| **Nevada: | | |
| Zone 1 | \$23.45 | \$10.47 |
| Zone 2 | \$21.70 | \$10.47 |
| New Hampshire | \$18.03 | \$10.47 |
| New Jersey | \$24.24 | \$10.47 |
| New Mexico | \$17.53 | \$10.47 |
| **New York: | | |
| Zone 1 | \$27.79 | \$10.47 |
| Zone 1A | \$27.87 | \$10.47 |
| Zone 2 | \$25.74 | \$10.47 |
| Zone 3 | \$26.59 | \$10.47 |
| Zone 4 | \$26.81 | \$10.47 |
| Zone 5 | \$22.39 | \$10.47 |
| Zone 6 | \$22.06 | \$10.47 |
| Zone 7 | \$23.64 | \$10.47 |
| Zone 7A | \$21.12 | \$10.47 |
| Zone 7B | \$21.78 | \$10.47 |
| Zone 7C | \$22.03 | \$10.47 |
| Zone 7D | \$22.18 | \$10.47 |
| Zone 7E | \$22.99 | \$10.47 |
| Zone 7F | \$21.52 | \$10.47 |

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

| | <u>5/1/03 - 5/1/04</u> | |
|-------------------------------|------------------------|----------------|
| | <u>Wages</u> | <u>Fringes</u> |
| **New York (continued) | | |
| Zone 7G | \$24.42 | \$10.47 |
| Zone 8A | \$22.93 | \$10.47 |
| Zone 8B | \$23.08 | \$10.47 |
| Zone 9 | \$24.38 | \$10.47 |
| Zone 10 | \$22.69 | \$10.47 |
| Zone 11 | \$19.83 | \$10.47 |
| Zone 12 | \$21.15 | \$10.47 |
| Zone 13 | \$23.62 | \$10.47 |
| North Carolina | \$17.64 | \$10.47 |
| North Dakota | \$16.00 | \$10.47 |
| Ohio | \$23.17 | \$10.47 |
| Oklahoma | \$17.58 | \$10.47 |
| Oregon | \$22.66 | \$10.47 |
| **Pennsylvania: | | |
| Zone 1 | \$22.12 | \$10.47 |
| Zone 2 | \$20.33 | \$10.47 |
| Zone 3 | \$20.80 | \$10.47 |
| Rhode Island | \$23.84 | \$10.47 |
| South Carolina | \$17.64 | \$10.47 |
| South Dakota | \$16.97 | \$10.47 |
| Tennessee | \$17.50 | \$10.47 |
| Texas | \$17.63 | \$10.47 |
| Utah | \$19.55 | \$10.47 |
| Vermont | \$18.70 | \$10.47 |
| Virginia | \$18.06 | \$10.47 |
| Washington | \$22.39 | \$10.47 |
| West Virginia | \$20.11 | \$10.47 |
| Wisconsin | \$20.36 | \$10.47 |
| Wyoming | \$19.29 | \$10.47 |

Contract Expires April 30, 2004

**** 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 | | |
|---------|-----------|--|--|

Zone 3:

| | | | |
|--------|--------|---------|---------|
| Boone | Grundy | Kendall | McHenry |
| Cook | Kane | Lake | Will |
| DuPage | | | |

| | | | |
|--|--|----------------------------------|-------------------------------|
| Zone 4: Bureau | LaSalle | Putnam | |
| Zone 5: Bond Calhoun Clinton | Green Jersey Macoupin | Monroe Montgomery Randolph | Washington |
| Zone 6: Coles | Cumberland | | |
| Zone 7: Mercer | Rock Island | | |
| Zone 8: Fulton | Tazewell | | |
| Zone 9: Carroll DeKalb | Jo Daviess Lee | Ogle Stephenson | Whiteside Winnebago |
| Zone 10: Ford Hancock Henderson Henry | Iroquois Kankakee Knox Livingston | Marshall McDonough McLean | Stark Warren Woodford |
| Zone 11: Clay Crawford Edwards Effingham | Fayette Hamilton Jasper Jefferson | Lawrence Marion Richland | Wabash Wayne White |
| Zone 12: Alexander Franklin Gallatin Hardin | Jackson Johnson Massac | Perry Pope Pulaski | Saline Union Williamson |
| Zone 13: Adams Brown Cass | Christian Logan Mason | Menard Morgan Pike | Sangamon Schuyler 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 | Wahauunsee |
| 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 | Worcester |
| 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,
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 (See 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 Chautaugua, 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

Drug Testing
Custody and
Control Form

| | | | |
|--|----------------------------|------------------------------|-----------------------|
| EMPLOYEE'S No. or SOCIAL SECURITY No. | NO OPEN CAP | DATE _____ | DONOR'S INITIAL _____ |
| SPECIMEN IDENTIFICATION No. (254494/17) | | SIGNATURE OF COLLECTOR _____ | |

| | | | |
|---|--|------------------------------------|------|
| TO BE COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE | | | |
| 1. EMPLOYER NAME, ADDRESS AND IDENTIFICATION NUMBER _____ | | | |
| 2. MEDICAL REVIEW OFFICER NAME AND ADDRESS _____ | | | |
| 3. INDICATE WHICH DRUGS SPECIMENS TO BE TESTED FOR <input type="checkbox"/> Opioids and metabolites <input type="checkbox"/> THC, Cannabinoids, PCP, Cocaine, and Amphetamines <input type="checkbox"/> Other (Specify) _____ | | | |
| 4. REASON FOR TEST (Specify) <input type="checkbox"/> Pre-employment <input type="checkbox"/> Random <input type="checkbox"/> Post-accident <input type="checkbox"/> Periodic medical <input type="checkbox"/> Reasonable Cause <input type="checkbox"/> Other (Specify) _____ | | | |
| 5. TEMPERATURE OF SPECIMEN _____ (Specify if not measured) 6. TESTED BY (Print Name) _____ 7. TESTED ON (Date) _____ <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, specify actual date) | | | |
| TO BE INITIATED BY COLLECTOR AND COMPLETED AS NECESSARY THEREAFTER | | | |
| PURPOSE OF CHANGE | | RELEASED BY (Signature-Print Name) | DATE |
| Pre-employment Testing | | - DONOR - | |
| TO BE COMPLETED BY EMPLOYEE OR APPLICANT PROVIDING SPECIMEN | | | |
| 8. SPECIMEN IDENTIFICATION No. (254494/17) _____ | | | |
| SHIPPING BOX CUSTODY SEAL _____ | | | |
| FEDERAL REGULATIONS PROHIBIT DISCLOSURE OF THE DONOR'S IDENTITY TO THE LABORATORY DONOR SHALL COMPLETE INFORMATION IN SECTION 10 (COPY 3 OF FORM) | | | |
| TO BE COMPLETED BY PERSON COLLECTING SPECIMEN AFTER DONOR HAS COMPLETED SECTION VII (See Copy 3 of Form) | | | |
| 9. COLLECTOR'S NAME (Print name, middle initial) _____ | | DATE OF COLLECTION _____ | |
| 10. COLLECTION SITE LOCATION _____ | | | |
| 11. OBSERVED CONDITIONS COLLECTION _____ Both samples collected in accordance with Federal Regulations? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify the specimen obtained on this form is the specimen provided to the donor providing the certification on Copy 3 of this form, and it bears the same identification number as that on form above, and that it has been observed, sealed and stored in an accordance with appropriate Federal regulations. | | | |
| SIGNATURE OF COLLECTOR _____ | | | |
| TO BE COMPLETED BY THE LABORATORY | | | |
| 12. I certify that the specimen obtained by this laboratory facility is the same specimen that bears the identification number on form above. For the specimen that bears identification card, sealed, handled and analyzed in accordance with laboratory Federal regulations, and that the results on this biller are for that specimen. | | ACCESSION No. _____ | |
| LABORATORY ADDRESS _____ | | REMARKS _____ | |
| 13. (Print) Contingency Reserve's Name, Age, POC, Address _____ Agreement or Contingency Reserve's _____ (Date) _____ | | | |
| 14. THE RESULTS FOR THE ABOVE IDENTIFIED SPECIMEN ARE IN ACCORDANCE WITH THE APPLICABLE SCREENING AND CONFIRMATION THRESHOLD LEVELS ESTABLISHED BY THE HHS ASSISTANT SECRETARY'S GUIDANCE FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS (found on HHS website) and are as follows: <input type="checkbox"/> Negative <input type="checkbox"/> Positive for the following: <input type="checkbox"/> Cocaine (Metabolite or Base) <input type="checkbox"/> Amphetamines <input type="checkbox"/> Marijuana (THC) <input type="checkbox"/> Opioids <input type="checkbox"/> Phencyclidine <input type="checkbox"/> Benzodiazepines <input type="checkbox"/> Barbiturates <input type="checkbox"/> Sedatives <input type="checkbox"/> Other (Specify) _____ | | | |
| TO BE COMPLETED BY MEDICAL REVIEW OFFICER | | | |
| 15. I have reviewed the laboratory results for the specimen identified by the form in accordance with applicable Federal regulations, by the determination of the following: <input type="checkbox"/> ADVERSE <input type="checkbox"/> NEGATIVE <input type="checkbox"/> POSITIVE | | | |
| SIGNATURE OF MEDICAL REVIEW OFFICER _____ | | DATE _____ | |

COPY 7 - SPLIT SPECIMEN ORIGINAL - MUST ACCOMPANY SPLIT SPECIMEN TO LABORATORY - LABORATORY USE ONLY

APPENDIX B
SUBSTANCE ABUSE POLICY
CONSENT FORM

I hereby authorize (Company) to conduct through its designated Medical Review Officer and medical laboratory testing facility a drug test as set out below. I have received a copy of the company's Substance Abuse Policy. I further understand that the presence of any of the prohibited drugs or substances above the limit set forth in the Substance Abuse Policy will cause my immediate termination or ineligibility for hire, whichever is applicable.

I understand that refusal to submit to the drug test will constitute voluntary termination or withdrawal of my application for employment, whichever is applicable. I further understand and agree that switching or adulterating my urine sample or otherwise failing to cooperate in the administration of the test will result in my termination.

I authorize that the results of my substance abuse test be given only to the Medical Review Officer as defined in the Substance Abuse Policy and those persons duly authorized to receive such information under applicable law.

I agree to identify to the testing clinic or laboratory at the time of testing those over-the-counter and/or prescription medications that I have used within the past three (3) months.

I authorize (Company) to request the following information about me from all other employers regulated by the Department of Transportation ("DOT") for whom I have worked within the past two years: (1) alcohol tests with a result of 0.04 or higher alcohol concentration; (2) verified positive drug tests; (3) refusals to be tested (including verified adulterated or substituted drug test results); (4) other violations of DOT agency drug and alcohol testing regulations; and (5) with respect to any violation of a DOT drug and alcohol regulation, documentation of successful completion of DOT return-to-duty requirements (including follow-up tests).

I further hereby acknowledge that I have read, understand and agree to comply with the National Pipe Line Substance Abuse Policy this day of , 20 .

Employee

Date

EXHIBIT "G"
SPECIAL AGREEMENT
FOR
OFF-SHORE PIPE

This Special Agreement for Off-Shore Pipe is an Amendment to the National Pipe Line Agreement made by and between the Pipe Line Contractors Association and those of its contractors members and such other mainline pipeline contractors who execute an acceptance of the terms and provisions of this Agreement, hereinafter referred to as the "Employer", and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, hereinafter referred to as the "Union".

The wage rates, fringes and conditions set out herein will apply for the Continental United States for the type of work described below. The terms and conditions of this Special Agreement will remain in effect from January 1, 2002, to December 31, 2004, with an opener for wages on April 1, 2003 and April 1, 2004, (subject to provisions for termination set out herein).

A. STATES

Florida, Alabama, Mississippi, Louisiana, and Texas.

B. SCOPE OF WORK

This Agreement covers all onshore fabrication of piping designed for off-shore installation irrespective of diameter or length.

C. WAGE RATES AND FRINGES

Minimum wage rates and fringes for all areas set out in A effective January 1, 2002 through April 1, 2002.

| | <u>Journeyman</u> | <u>Welder Helper</u> |
|---------|-------------------|----------------------|
| Wages | \$22.00 | \$10.00 |
| Fringes | 4.30 | 3.22 |
| Total | \$26.30 | \$13.22 |

Effective April 1, 2002

| | <u>Journeyman</u> | <u>Welder Helper</u> |
|---------|-------------------|----------------------|
| Wages | \$22.74 | \$10.37 |
| Fringes | 4.30 | 3.22 |
| Total | \$27.04 | \$13.59 |

D. DEFINITIONS

1. Journeyman - the word "Journeyman" shall mean all persons seeking employment as welders, bevellers, technicians and spacers.

2. Helper - the word "Helper" shall mean all persons seeking employment as welder helpers. At the Employers discretion this may or may not include all groundwork and preheating and other work.

3. Employer Technician - the words "Employer Technician" shall refer to key Employer representatives who will perform covered work at discretion of Employer. Employer Technicians are not employees covered by this Agreement. After manning for a project is established by a pre-job conference, Employer Technicians will not be used to displace any employee working on that project.

E. CONDITIONS

Conditions for all areas set out in A. are as follows:

1. Drug Testing/Physical Examination - All employees, as a condition for employment, shall be subject to a physical examination and a drug test. All prospective employees must provide to Employer a release from the Doctor performing this physical exam stating that the employee is fit to do the required work. The drug test will be performed in accordance with the federal DOT/RSPA regulations, 49 CFR Part 199, as amended from time to time and a copy of these requirements will be given to all prospective employees. To fail this test means that a confirmation test result shows positive evidence of the presence, under the DOT regulations, of a prohibited drug or alcohol in the prospective employee's system.

2. Hiring - The Employer retains the right to hire 100% of employees. The Union shall be the first source for hiring employees. After a reasonable effort to hire from the Union membership, Employer may look to any source for hiring employees. This provision shall in no way prevent Employer from taking the necessary steps to ensure full manning of its projects at all times.

3. Welder Foreman - the appointment of the Welder Foreman is the responsibility of Employer. Such appointment shall not be interfered with by Union. Such Foreman may be paid on an hourly, weekly or monthly basis, as determined by Employer.

a. The Welder Foreman shall be covered by the Pipeline Industry Benefit Fund and the Pipeline Industry Pension Fund. Contributions shall be made by Employer for the same number of hours the job is set up on per week.

b. The Welder Foreman will be allowed to work with the tools at the discretion of Employer.

4. Steward

a. Union and Employer representatives shall mutually agree upon the appointment of a Steward at the pre-job conference.

b. Following the pre-job conference the Steward shall be placed on Employer's payroll.

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. The Steward shall be paid only for the hours he actually works. Where possible the Steward shall always be the first person assigned any over-time work. The intent of this

provision is to have the Union represented for all times the facility is in operation.

d. The Steward shall not 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.

e. It is agreed the Steward has no authority from Union to cause a work stoppage.

f. Where the Steward has been regularly working on the job and for any 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 job has been completed.

5. Employment, Lay-off and Discharge of Personnel

a. Employer shall have sole responsibility for management of the work, and shall be the sole judge as to the number of employees required overall.

b. Employer shall be the sole judge as to the competency of any employee and shall have the right to discharge any employee.

c. Once a job is started, replacements or additional Journeymen or Welder Helpers needed, will be hired directly by Employer. Hiring of replacement or additional employees shall be done according to the procedure set out in Section E, paragraph 2.

d. At the end of the job, Employer will lay off Journeymen and Welder Helpers who are no longer needed.

6. Waiting Time and Travel Pay - There is no waiting time or travel pay under this Agreement.

7. Work Breaks

a. Lunch - Normal Lunch Breaks will be 30 minutes long taken at 12 noon. However, at the discretion of the Employer, the start of the Lunch Break may be changed to any time between 11:30 a.m. and 12:30 p.m. on any work-day to promote efficient workflow.

b. Morning and afternoon breaks will not be at specified times and will not cause work stoppage. They will be handled by rotating personnel.

8. Overtime/Reporting Time

a. A normal workday will be 10 paid hours (8 straight time hours and 2 overtime hours), beginning at 7:00 a.m. and ending at 5:30 p.m. with a 30-minute break for lunch. Employer may adjust the starting and stopping times plus or minus 30 minutes to promote efficient workflow. Individual crews or stations may have different starting and stopping times on the same day. All hours worked (including Reporting Time Pay) by an employee in excess of eight (8) hours per day and in excess of forty (40) straight time hours per week shall be paid for at the rate of time and one half the straight time rate.

b. After a person has been hired and ordered to report for work at the regular starting time, and no work is provided for him on the day 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, although the person has not been ordered to report for work on that particular day if the person has been working regularly and the Employer fails to give sufficient notification. Sufficient notification shall mean notice that there will be no work performed on a particular day to the Steward during working hours, and he is afforded a reasonable opportunity to notify the employees involved during working hours, or the Employer himself notifies the employees involved not to report to work at or before 8:00 p.m. the preceding day. No fringe benefit contributions will be paid on the four (4) hours reporting time pay and such hours will not be used in computing overtime.

c. Any employee who reports to work and for whom any work is provided shall be paid not less than four (4) hours pay at the rate applicable for that day. Any employee who works more than four (4) hours in any one day shall receive the equivalent of not less than eight (8) hours pay at the rate applicable for that day. If an employee works more than eight (8) hours but less than ten (10) hours in any workday the employee will receive ten (10) hours pay at the rate applicable for that day. Employee will be paid for any hours worked in excess of ten (10) hours. Fringe benefits shall be paid on such hours and they will be used in computing the forty hours after which overtime is payable. Any employee who leaves the job site for whatever reason, without direction from Employer, will only be paid for the hours actually worked.

9. Work Stoppages, Secondary Boycotts and Jurisdictional Disputes

a. Neither the 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 Employer 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 of Settlement of Grievances and Disputes set out in the National Pipe Line Agreement. 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 the Employer has breached the Agreement) may, at its option, declare the grievance provisions 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. Questions regarding the interpretation of this Agreement are to be resolved by the parties to this Agreement in accordance with the procedures for settlement of grievances and disputes in the National Pipe Line Agreement. 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.

10. Assembly Point - The Assembly Point for any employee will be his assigned workstation.

11. Payroll Requirements

a. Employees will be paid weekly for the previous week's work. The final paycheck for a job will be sent by courier to the address provided by employee within one week of the completion of a job. Employer will give the employee the hours to be paid in his final check in writing when he finishes work on his last day. At that time employee will give Employer the address where to send the final check. (This same procedure will apply when an employee terminates his employment before the end of a job.)

b. Employer will withhold money from an employee's paycheck and deposit it into the employee's 401(k) account with the Union at the request of the employee.

12. Second Shift - From time to time it may become necessary for Employer to work a second shift to meet the requirements of his client. All conditions for employees on the second shift will be the same as for the first shift except for the starting and stopping times. If a second shift begins on a Saturday and runs past midnight into Sunday morning, that day shall be treated as any regular workday.

13. Holidays and Sundays - If Employer requires work on a Holiday or Sunday (shift starting on Sunday) employees will be paid double time for the hours worked. Employees must be notified before the end of work on the preceding workday that they are required to work on a Holiday or Sunday.

14. Vacation Time - If an employee has worked for Employer for 6 full months with no break longer than a week and total breaks in work not longer than two weeks he will be allowed to have up to one week unpaid vacation. He will not lose his position with Employer and can return to work after his vacation. Vacation days can be accumulated up to two weeks. Employee must give Employer two (2) days notice of intent to use vacation days. Employer may use reasonable discretion in scheduling vacation time to prevent halting or disrupting the production line. If a problem with scheduling occurs the Steward will work with Management to resolve the scheduling problems.

F. EFFECTIVE DATE, TERMINATION OR RENEWAL

1. This Agreement shall become effective January 1, 2002, and continue in full force and effect until December 31, 2004, when signed by the parties below, unless terminated as provided herein below.

2. This Agreement may be terminated at the option of either party upon thirty (30) days notice in writing to the other. Notice of Termination shall be considered delivered if mailed by certified mail to the United Association at its Washington Headquarters or to the Pipe Line Contractors Association at its Dallas office. Any signatory Employer shall have the option to terminate this

Agreement upon thirty (30) days notice in writing delivered by certified mail to the United Association at its Washington Headquarters.

All other terms and conditions of the National Pipe Line Agreement between the Pipe Line Contractors Association and the United Association not addressed hereinabove will remain in effect.


PIPE LINE CONTRACTORS ASSOCIATION

By: 
Scott E. Summers, President

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

**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 & Gas Distribution

**ACCEPTANCE
SPECIAL AGREEMENT FOR OFF-SHORE PIPE**

The undersigned has read and hereby agrees with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, (hereinafter referred to as "Union") to accept and be bound by all terms and conditions of the Special Agreement for Off-Shore Pipe between the Union and the Pipe Line Contractors Association (hereinafter referred to as the "Association"), operating in the United States and herewith accepts the same and becomes party thereto, and further agrees to be bound by any changes negotiated between the Association and the Union during the term of this Agreement.

This Agreement shall continue in full force and effect from January 1, 2002, to December 31, 2004, subject to the wage adjustments and provisions for termination set out in the Special Agreement for Off-Shore Pipe.

NAME OF COMPANY: _____

ADDRESS: _____

NAME/TITLE OF AUTHORIZED PERSON: _____

(Please Print)

DATE: _____

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

By: _____
John Budzinski

Date: _____

Date _____

JOB NOTIFICATION INFORMATION

- **UNITED ASSOCIATION:**
Mr. John Budzinski, Director of Pipeline and Gas Distribution, 901 Massachusetts Avenue, Washington, D.C., 20001. Ph: (202) 628-5823. FAX: (202) 628-5024.
- **INTERNATIONAL UNION OF OPERATING ENGINEERS:**
Mr. Frank Hanley, General President, 1125 Seventeenth Street, N.W., Washington, D.C. 20036. Ph: (202) 429-9100. FAX: (202) 778-2618.
- **LABORERS INTERNATIONAL UNION OF NORTH AMERICA:**
Mr. Terence J. O'Sullivan, General President, 905 16th Street, N.W., Washington, D.C. 20006. Ph: (202) 737-8320. FAX: (202) 737-2754.
- **INTERNATIONAL BROTHERHOOD OF TEAMSTERS:**
Mr. Richard Stern, International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C. 20001. Ph: (202) 624-6885. FAX: (202) 624-8107.
- **PIPE LINE CONTRACTORS ASSOCIATION:**
Mr. J. Patrick Tielborg, Managing Director and General Counsel, 1700 Pacific Avenue, Suite 4100, Dallas, Texas 75201-4675. Ph: (214) 969-2700. FAX: (214) 969-2705.

These pages common to K 8917, K 9011, K 9012.

10 pages

Gentlemen:

We have been awarded a contract by _____
(Name of Company)

for the following work: (List type of work, size of pipe, miles, counties and state.)

Headquarters _____

Superintendent _____

Approximate Starting Date _____

Please advise who to contact concerning pre-job conference.

Very truly yours,

(Name of Contractor)

(Telephone No.) (Fax Number)

(Street Address) (City) (State) (Zip)

(Date)

* NOTE: Telegrams or Fax should be used to supply above information.

**NATIONAL PIPELINE INDUSTRY
JOINT 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

**RULES AND REGULATIONS
FOR
POLICY COMMITTEE**

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*
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**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 cooperative 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

HOOING 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.

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