

**PIPELINERS LOCAL UNION 798
OF THE UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING
AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA**

**NATIONAL PIPELINE
AGREEMENT**

Effective June 5, 2017 - May 31, 2020

PIPELINERS LOCAL UNION 798

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NATIONAL PIPE LINE AGREEMENT

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NATIONAL PIPELINE INDUSTRY JOINT POLICY COMMITTEE

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NATIONAL PIPE LINE AGREEMENT

This AGREEMENT is made by and between the PIPE LINE CONTRACTORS ASSOCIATION (hereinafter referred to as "PLCA"), 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 PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Parties hereto desire to stabilize employment in the Mainline Pipe Line Industry, and agree upon wage rates, hours and conditions of employment for all employees performing work under this Agreement ("Employees").

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 and the Attachments covering (1) Small Diameter Pipe (16" and under), (2) Station, (3) Mechanized Welding, and (4) Integrity Management and Maintenance, which are included and made a part of this Agreement, shall apply to and cover all transportation mainline pipe line 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 below. Work done in the State of Alaska shall also be covered by the terms of this Agreement; provided, however, that the PLCA 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 Agreement may be extended to cover other territory.

(B) Transportation mainline pipe lines coming under this Agreement are those illustrated on accompanying charts and 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 final metering station or connection.

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

The phrase “final 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 gas extraction and gas dehydration plants, gathering lines to or from gas storage fields and water flood lines are included.

(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 pipe lines 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) Small Diameter Pipe Line work (16” and under), Station work as described in this Agreement, all Mechanized Welding work, and Integrity Management and Maintenance work is covered by this Agreement, but is subject to special conditions in accordance with the Special Agreements for each type of work set forth in Attachments 1-4 to this Agreement.

(G) Welding, cutting and setting of 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) 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 the jurisdiction of the Union in assigning the work to be done.

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

(J) For purposes of this Agreement, wherever the words “special work” are used, they shall refer to and include the following work (but shall not include work covered by

Attachments 1-4) and special provisions pertaining to such work are set out in Article XXI 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
8. Road Boring and Casing
9. River crossings
10. Bridge crossings
11. Fabrication
12. Testing (including Hydrostatic and Pressurization)
13. Take-up Jobs (Salvage Pipe)
14. Double jointing in the field
15. Reconditioning
16. Water lines including pipe made of material other than steel

(K) 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.

(L) 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.

(M) 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 PLCA 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.

(N) In the event new methods or new equipment (including double-jointing racks) for cutting, 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 PLCA and the Union.

(O) It is the intent of the Union to have uniform wages and working conditions in the industry. However, the Parties recognize that in connection with the Union's organizing efforts to increase the market share of the union industry, it may be necessary to permit newly organized Employers to complete existing projects or projects where bids have been accepted under the conditions which the Employer bid the work. The Parties agree, however, that such newly organized Employer shall have no longer than one (1) year from execution of the Agreement to be in full compliance with all terms and conditions of the Agreement for all such projects. The Union also agrees that Employers granted any concessions under this paragraph will be obligated to sign the current National Pipe Line Agreement for future covered work. It is further agreed that the Union and the Association will meet on a regular basis (minimum two times annually) to review progress in planning under this Article. Absent the above exception, the following continues to apply: In no event shall Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by Union for any other employer engaged in similar work. Should the Union extend to any other employer engaged in similar work terms and conditions more favorable for a particular project than those set forth in this Agreement, such terms and conditions shall be extended uniformly to all Employers bound to this Agreement for such project.

(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 PLCA and the Union 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) Wherever in this Agreement a gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have application to all persons covered by this Agreement, male or female.

II.

TERRITORIAL JURISDICTION

No Local Union shall have territorial jurisdiction over work performed under this Agreement except as specifically determined by the Union on a day-to-day basis.

III.

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 Employer 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) 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. In interpreting good standing, an Employer shall not discharge an employee for non-membership in the Union: (1) If he has reasonable grounds for believing that such membership was not available to the employee on the same terms or conditions generally applicable to other members; or (2) That membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership. Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security should the federal laws or any state laws applicable thereto be changed, by giving the other party thirty (30) days written notice.

IV.

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 Employee Union initiation fees and dues, and shall pay over to such Local Union the amount so deducted. The proper authorization forms for deductions will be provided to the Employer at the time of hire.

(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) Any Employer more than three (3) months delinquent transmitting monies withheld pursuant to this Article may, at the Union's option, be required to supply a bond to secure future liabilities before the Union will pre-job any new projects with the delinquent Employer.

(F) 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.

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

(H) Notwithstanding any other provision of this Agreement, the Union shall be authorized to withhold labor and refuse Employee referrals to any Employer that becomes more than 60 days delinquent in transmission to the Union of any monies owed pursuant to this Article IV. No Employee shall be terminated or retaliated against by any Employer for participating in any work stoppage or cessation initiated by the Union pursuant to this subsection. The exercise of this right by the Union shall not impair the rights of the Union to pursue collection of delinquent transmission of dues and initiation fees through litigation or administrative collection on any surety bond.

V.

EMPLOYMENT, LAY-OFF AND DISCHARGE OF PERSONNEL

(A) The 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 the Employer shall respect the jurisdiction of the Union in assigning the work to be done.

(C) The word "Journeyman" shall mean all persons seeking employment as Welders, spacers, stabbers, persons carrying the line in pipe line construction, testing Journeymen, technicians, mechanics and end facers. The word "Helper" shall mean all persons seeking employment as helpers assigned to help Journeymen and Helpers assigned to assist on work covered by this Agreement. It is understood that each Welder will have an assigned Helper.

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

(E) At the start of each job all Journeymen and Helpers shall be hired by the Employers signatory hereto separately by classification (i.e., Journeyman or Helper) and in accordance with the following formula and subject to the conditions set out in Paragraph (G) hereinafter.

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

Thereafter, the Employer shall have the right to hire the thirteenth (13th) Employee by classification, and the Union shall dispatch the fourteenth (14th) Employee by classification, and they shall alternate thereafter until the full crew has been employed. The Testing Journeyman shall be dispatched by the Union and shall not be subject to the above formula. The Testing Helper shall be an Employer direct hire and shall not be subject to the above formula.

(F) Once a job has started, replacements of additional Employees by classification 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. The Employer retains the right to reject any job applicant for cause and may exercise the right before the Union dispatches any Employees required by Employer. Upon request, Employer will confirm in writing 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. 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 the 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 en route 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. If a stick-rod Welder is hired directly by the Employer under Article V(G)(4) and has passed an owner's qualification test, he will not be required to pass a local union welding test to obtain employment as a Welder on that particular project. Upon conclusion of the Employee's employment with the Employer, however, such Welder will be required to pass a local union welding test (if such test is required) prior to dispatch to any other Employer under the hiring procedures in Article V of this Agreement.

5. Union agrees that unless the Employer requests otherwise, no Journeymen or Welder Helpers will be dispatched to the Employer's job until the Welders required through the referral procedure have actually been dispatched.

(H) The 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 the jurisdiction of the Union in assigning the work to be done. In addition to the Welder Foreman, the Welders, and their Helpers, Employer shall be required to employ other Journeymen (including but not limited to spacers, stabbers and persons carrying the line) as needed. A Graded Helper may be used instead of a Journeyman for stabbing the pipe in section crews where two (2) or fewer Welders are making their own line-ups and completing welds as they go.

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

(J) The 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, the Employer will lay off Employees 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.

VI.

STEWARDS

(A) The Union shall notify the Employer of the appointment of the job Steward at the pre-job conference or sooner, if possible. 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 the Employer's payroll on the date corresponding to one of the following two occurrences, whichever date is earliest:

1. The date of testing Welders; or
2. The date that rigging up welding equipment, such as sleds, tack rigs, hot-pass rigs, etc., on the right-of-way begins.

(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 cooperate with the Employer in the communication and enforcement of all owner, State and Federal health and safety regulations applicable to the work covered by this Agreement.

(E) 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.

(F) The Employer shall provide the Steward with a detailed payroll report for each payroll period no later than two (2) work days following the end of the pay period week ending date.

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

(H) 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.

(I) The Steward shall remain on the 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.

(J) To ensure the integrity and fairness of the evaluation of Welders, the Steward shall be present, so long as his presence away from the jobsite does not hinder production. By mutual agreement between the Welder Foreman and the Steward, an alternate may be selected to be present at the testing.

VII.

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.

(B) Contributions to all fringe benefit funds provided for under this Agreement shall be made on behalf of all Foremen. 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 (C).

(C) 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 \$2.00 per hour more than the regular Journeyman rate and contributions shall be made to all fringe benefit funds provided for under this Agreement for all hours worked by such Foreman. The Employer shall identify all working Foremen for each project at the pre-job conference, and the names of such individual(s) shall be included in the pre-job report.

VIII.

JOB NOTIFICATION AND ENFORCEMENT

(A) Employer agrees to notify Union promptly before starting any job covered under the terms of this Agreement. Such notification is to be sent to the Union's General Office, Three Park Place, Annapolis, MD 21401, and shall describe for each job the location, size and proposed starting date. It is a violation of this Agreement to start a job without prior notification to the General Office and a local pre-job conference assigned by the General Office. Any Employer that starts a job without prior notification as required by this Agreement (such as a blanket job notification or standard pre-job notification) shall be liable for each such violation in the sum of \$5,000 to be paid to the International Training Fund. In no event shall any penalty

payment be made by any Employer until such time as the Pipeline Director of the United Association and the Managing Director of the PLCA have reviewed the facts and mutually agree that such payment is due. When no mutual agreement between the PLCA and the Union can be reached, the question shall be resolved by arbitration in accordance with the procedure set out in Article XIX, Sections (C), (D) and (E) of this Agreement.

(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 the 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 Employees to be employed, the applicable wage rates in accordance with the Agreement, 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 PLCA and the Union, so that proper application thereof may be made on the jobs. No representative of any individual Employer 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 PLCA and the Union, 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 Employer or the Union unless approved and ratified by the PLCA and the Union. No additional pre-job conference will be required if hours of work or work conditions are changed; however, it will be necessary to amend the current pre-job. Such amended pre-job must be submitted by the Employer to the Union representative as soon as possible. When such changes to the original pre-job affect hours of work or the amount of work set out in the original pre-job, then all travel pay will be due at the time the amended pre-job is approved.

(C) Union agrees to send a copy of this Agreement to each of its Local Unions 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.

(D) There shall be a pre-job agreement known as a blanket pre-job to cover numerous job assignments in one jurisdiction only. The blanket pre-job may be extended to another jurisdiction upon proper notification to and authorization from the Union Pipeline Director or his designee.

(E) Job site agreements or understandings made in the field between Union representatives and Employer 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 PLCA.

(F) Any representative of the Union or Local Union having jurisdiction of the work being performed shall have access to any job subject to the owner safety and security rules and Federal and State regulations, and shall notify the field office of his presence on the job prior to

entering the job site. The representatives of the Union shall use their best efforts not to hinder ongoing production.

IX.

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, Employers bidding work in remote areas 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. The lunch period may start at anytime between 11:30 a.m. and 12:15 p.m. and continue for 30 uninterrupted minutes (pipe gang/firing line 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.

(H) The terms and conditions of any camp job shall be mutually agreed to by the UA and the PLCA and set forth in a Letter of Understanding executed by both Parties.

X.

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 of machinery, tools or labor saving devices, except as provided in Article I, Paragraph (N), 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 incomplete 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. No Employee shall be subject to retaliation for reporting any unsafe event, act or conduct occurring on the job.

(E) Before any Employee is required to participate in safety training or any other Employer orientation, he shall be placed on Employer's payroll.

(F) No Employee will be required to take a physical examination as a prerequisite to employment.

(G) 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.

(H) The Employer shall have the sole right to determine the number and classifications of the Employees to be hired provided such assignments are not inconsistent with this Agreement.

(I) To ensure flexibility and efficiency, Welders may be moved from crew to crew. If a Welder is assigned to a crew and is temporarily assigned to another crew, he will be entitled

to the hours worked that day by his original crew or to the hours worked by the temporary crew, whichever is greater, with the exception of the testing crew.

(J) The Employer shall provide Employees with all Personal Protective Equipment (“PPE”) that is required for the job. This includes the provision of special steel-toed boots if required for the job. Employer is required to provide a stipend of \$150 to each Employee per year for one pair of boots. The Employer is also required to replace the boots for wear during the course of the job, if needed. The Employer shall ensure that all such PPE is correctly sized for each Employee. The Employer shall also undertake the maintenance of all PPE. This includes the Employer’s obligation to launder at the Employer’s expense all Employer-provided flame resistant/fire retardant clothing (e.g., Nomex suits).

XI.

WAGE RATES AND CLASSIFICATIONS

(A) The hourly wage rates, per diem and fringe benefits shall be as follows:

1. The wage rates, per diem and fringe benefits shall be increased by 3.0% effective as of June 5, 2017 (except that the per diem increase for the Welder Journeyman shall be based on the non-Welder Journeyman per diem applicable as of June 4, 2017.) In addition to the increases set forth in this paragraph, as of June 5, 2017, the Welder/Journeyman per diem shall be increased by \$5.00 and the Helper per diem shall be increased by \$3.00. Such increases (including the allocation of such increases) are shown on Exhibits “A” and “B” and shall extend through June 3, 2018.

2. Effective June 4, 2018, the total wage, per diem and fringe benefits package shall be increased by 3.0% (except that the per diem increase for the Welder Journeymen shall be based on the Non-Welder Journeyman per diem applicable as of June 3, 2018). The Union shall decide the allocation of the increase. In addition to the increases set forth in this paragraph, as of June 4, 2018, the Welder/Journeyman per diem shall be increased by \$5.00 and the Helper per diem shall be increased by \$3.00. Modified Exhibits “A” and “B” will be distributed after the June 4, 2018 increase is allocated.

3. Effective June 3, 2019, the total wage, per diem and fringe benefits package shall be increased by 3.0% (except that the per diem increase for the Welder Journeymen shall be based on the Non-Welder Journeyman per diem applicable as of June 2, 2019). The Union shall decide the allocation of the increase. In addition to the increases set forth in this paragraph, as of June 3, 2019, the Welder/Journeyman per diem shall be increased by \$5.00 and the Helper per diem shall be increased by \$3.00. Modified Exhibits “A” and “B” will be distributed after the June 3, 2019 increase is allocated.

(B) Per diem will be paid for the number of days in the work week set out on the pre-job form or the number of days worked, whichever is greater.

(C) The Graded Helper rate shall be \$.75 per hour above the welder helper rate.

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

(E) Journeymen employed as “stringer bead” Welders and Journeymen who are regularly employed as “hot-pass” Welders shall receive \$2.00 per hour more than other Journeymen. The Journeyman employed carrying the line shall receive \$2.00 per hour more than other Journeymen. The Testing Journeyman shall receive \$2.00 per hour above the applicable Journeyman rate for all work done on Hydrostatic Testing. This includes Welders that are permanently assigned to weld on a separate hydrostatic testing crew as described in Decision No. 5 of the attached National Pipeline Industry Joint Policy Committee Decisions.

(F) Welders running “stringer bead” or “hot-pass” on “cutouts” or “tie-ins” on a production basis shall be paid \$2.00 per hour above the Journeyman rate. “Production basis” shall mean those situations where one or more Welders have been assigned to welding the stringer bead or hot-pass as a permanent or semi-permanent assignment, and to cover areas of skips and/or large amounts of pups in one location. It is not intended to cover the temporary assignment on a daily basis in a cut-out or tie-in crew where any such assignment is for the express purpose of expediting the movement of the tie-in tractors.

(G) Welders assigned to making repairs other than their own (“Repair Welders”) shall be paid a rate that is \$2.00 greater than the applicable Journeyman rate. Helpers assigned to Repair Welders will be paid the Graded Helper rate.

(H) Whenever a Welder Helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set up on a production basis, he shall be paid \$2.00 per hour above the Helper rate. Whenever an extra Welder Helper is employed using a power buffer or power grinder anywhere else on the job, he shall be paid the Graded Helper rate. Whenever an alternative method is used for buffing bevels such as sandblasting for weld preparation, all Helpers assigned to operate the equipment necessary for such alternative method (e.g., a sandblaster), shall be paid the Graded Helper rate. Whenever an Employer elects to use a Welder Helper with a tiger disc or sander pad for ultrasonic test preparation – grinding seams or buttons, said Welder Helper shall be paid \$2.00 per hour above the Helper rate. The premium set forth in this paragraph (H) will not apply on work listed in Article I, Paragraph (J). (Exception for marine work, see Article XXI, Marine Barge and Marine Push Jobs, Paragraph 8.)

(I) The Helper assigned to operate the bending mandrel of the bending machine or line-up clamp shall be paid the Graded Helper rate.

(J) The Employer may at its sole discretion appoint a Helper straw(s) who will be paid the Graded Helper rate.

(K) 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 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.

(L) Journeymen acting as job stewards shall wherever possible be assigned to the firing line and shall be paid \$2.00 an hour above the Welder rate for the greater of 1) all hours worked by him or 2) the number of hours worked by any UA Journeyman on the job (except the UA mechanic and Journeymen and/or Welders working on testing), subject to the maximums described below. However, 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. The maximum number of hours referenced above shall be determined by adding three (3) hours to the number of hours per day set forth in the pre-job. Thus, if the pre-job states that the number of hours per day is ten (10), then the maximum shall be thirteen (13) hours. Likewise, if the pre-job states that the number of hours per day is twelve (12), then the maximum shall be fifteen (15) hours, and so on.

(M) 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 \$3.00 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 \$1.00 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.

(N) Welders working on "hot work" shall be paid a rate that is \$2.00 an hour above the applicable Journeyman rate and Helpers working on "hot work" shall be paid the Graded Helper rate for each day engaged in such work. If the job specifications require a full-time fire watch for UA "hot work," then such work will be assigned to the UA. Journeymen and Helpers working on "hot work" shall not receive such premium pay unless required by Employer to be in the area of danger. It is agreed that the "area of danger" shall include fire watch work assigned to the Helper. It is understood that in emergency situations anyone may be assigned to fire watch. "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. The Welder Foreman and Steward will agree on what constitutes "Hot Work." Lines in service are defined as lines not cut and isolated from any source of flammable product.

(O) 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. At the Employer's option, the Employees may be paid on a weekly basis by 1) check; 2) direct deposit of wages to the bank or financial institution of the Employee's choice; or 3) a no-fee cash/debit card. If the Employer elects to pay by option (2) or (3) above, the Employee shall have the right to choose between the two options (i.e., direct deposit or cash/debit card). In all cases, pay stubs will be provided to the Employees. Employees are to be paid at the end of their regular shift whether working in Employer's yard or in the field. When Employees are laid off or discharged, they must be paid wages due them at the time of the layoff or discharge except, however, final payment may be made by 1) check; 2) cash/debit card; 3) or direct deposit, subject to the Employee's execution of a standard authorization form agreed upon by the UA and the PLCA providing for direct deposit in the normal course of the Employer's direct deposit program. If payment is not made as provided herein, the Employees shall be paid for four (4) hours' pay per day at the applicable rate. Deductions from Employee's pay will be itemized on all payments.

(P) 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.

(Q) Employer shall make arrangements where Employees are employed to enable such Employees to cash their pay checks or use their cash/debit card for one initial weekly withdrawal at no cost to the Employee. If the Employee is required to pay for check or cash/debit card cashing, the Employer agrees to reimburse the Employee promptly. If the Employee is required to make more than one withdrawal because of bank limits in order to receive the full value of his pay check, the Employer will promptly pay any additional charge. Employees shall use pay check cashing/debit card facilities designated by Employer. Check cashing, cash/debit card facilities shall be located within 25 miles of the designated warehouse or assembly point.

(R) 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. Notwithstanding the foregoing, where the work in question is expected to be performed in more than one County or State, the Local Union and the Employer may agree at the pre-job conference to a blended wage rate to cover the entire project based upon the percentage of the work located in each area where the work will be performed.

(S) If, without prior mutual approval by the PLCA and the Union, 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 PLCA and the Union 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 (as defined in Article V(C)) 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 Pipeline Director of the United

Association and the Managing Director of the PLCA have reviewed the facts and mutually agree that such payment is due. When no mutual agreement between the PLCA and the United Association can be reached, the question shall be resolved by arbitration in accordance with the procedure set out in Article XIX, 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.

(T) If an Employee fails a pre-employment drug or alcohol test and is so notified within five (5) business days (Monday through Friday, excluding holidays) of taking the test, then the Employee's wage rate shall not be based on the hourly wage rate set forth in this Agreement. Instead, the Employee shall be paid wages at a flat rate of \$90 per day worked (but in no event less than the applicable minimum wage) for all days worked prior to receiving such notification (not to exceed five (5)) and for which no wages have yet been paid. If the Employee is not notified by 9:00 a.m. on the fifth business day, then the Employee is entitled to full compensation for all days from the date of the testing. As an example, if the initial test is administered on a Monday, the Employer has until 9:00 a.m. the following Monday to notify the individual of the test results. If the Employee being tested is not provided the test results by 9:00 a.m. on the following Monday, but at a later time, the Employee will be entitled to full compensation for all days from the test day until he is notified. Per diem and rig pay for days worked will be paid as required by this Agreement. If subsequent testing reveals a false positive, the Employee will be entitled to full compensation for the period he worked and reinstatement.

(U) For quick reference, a summary of the premium pay requirements of this Agreement is attached hereto as Attachment 5.

XII.

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 shall be paid for at the rate of time and one-half the straight time rate. Work performed on Sundays shall be paid for at the rate of time and one-half. After an Employee has worked more than sixteen (16) hours, he will be on double his straight-time rate for all hours worked (starting with the 17th hour of work) until he is given at least an eight (8) hour break from work. After he has been given an eight (8) hour break from work, he will revert to his applicable rate at the start of his next shift. Reporting time pay provisions will not apply when on overtime pay; however, waiting time as provided for in this Agreement will apply. Work performed on Christmas, Thanksgiving, Labor Day, New Year's Day, Memorial 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 applicable rate for that day; work performed on Monday will be paid for at double the applicable straight time hourly rate. If no work is performed on Monday, no pay other than waiting time to Journeymen and Helpers shall be required.

XIII.

WAITING TIME

(A) Journeymen and Helpers shall be paid waiting time for any day(s) or regular shift(s) 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 for Journeymen and four (4) hours' pay for Helpers. Such pay shall be at the straight time rate applicable on that particular job. Helpers shall not receive any fringe benefit contributions on any waiting time hours.

(B) The applicable waiting time for each State is based on the applicable straight time rate and not on any premium rate. 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 and Helpers 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 and Helpers will not be paid waiting time for that day.

(D) If the regularly scheduled work week is less than seven (7) days, Journeymen and Helpers 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 fringe benefit contributions shall be required for such moving time hours.

(F) If the Assembly Point for a Helper or Graded Helper is moved, 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/Helpers are paid waiting time for such lost days, then Employer may require Journeymen/Helpers 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 Employer 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. The Employer must declare its intent to work no later than 10 a.m. the day prior to the day the Employer plans to work. The Employer shall notify the Employees directly; informing only the Steward shall not constitute sufficient notice.

(H) Even if no days are lost during the regularly scheduled work week, those Journeymen/Helpers 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/Helpers. Helpers and those Journeymen regularly employed as stringer bead Welders, hot-pass Welders, firing line Welders, spacers, or stabbers 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/Helpers provided each Journeyman/Helper 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 and Helpers 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.

(H) 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 for more than twenty (20) days without a day off, the Employer will incur liability for waiting time payments on all such days that were not part of the regularly scheduled work week if those days are not worked in the future on said job. A "day off" is a day in which no work is performed.

XIV.

TRAVEL EXPENSES

(A) All Employees will receive the applicable IRS allowable rate per mile travel pay via the nearest route from the city or town in which he is located at the time he receives his dispatch to the location of the job site. The Employee will be entitled to travel pay to the job site (initial travel pay) with his third paycheck or earlier if there is an amendment of the pre-job report as described in Article VIII(B). The Employee will be entitled to an equal amount of travel pay upon completion of the job (return travel pay). If he fails to complete the job for any reason, he shall not be entitled to any return travel pay.

(B) Employees 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 Welders shall be entitled to travel pay at that time. However, other Employees employed will be entitled to travel pay only as otherwise provided in this Agreement.

(D) 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.

(E) When an Employee is hired directly 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 plus applicable fringe benefits.

(F) Whenever any dispute arises over travel pay, the final decision shall be made by agreement between a representative of the PLCA and a representative of the Union.

XV.

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 Waiting Time pay in accordance with Article XIII(A) equivalent to four (4) hours at the rate applicable for that day without fringes for that day.

(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 with fringe contributions.

(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. If, under any of the circumstances described above, any Employee leaves the jobsite 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) 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.

(F) 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.

(G) Where notification of Employees is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact must be made to the affected Employees. Notice to the steward shall not constitute sufficient notification to the Employees.

XVI.

WELDING RIGS

(A) It shall not be a condition of employment for Welder Journeymen to provide their own welding rigs. It is understood and agreed, however, that a Welder Journeyman who is dispatched to a project as a rig Welder will be required to provide a usable rig as a condition of the dispatch. If the Union is unable to fill the dispatch request, the Employer may obtain rig Welders from any source in accordance with Article V(G)(4) of the Agreement.

(B) The Parties agree to treat rig rental rates as a mandatory subject of bargaining within the meaning of the National Labor Relations Act, with all of the rights and obligations that attach to such a subject of bargaining.

(C) Employers who rent rigs from Welder Journeymen who perform work covered by this Agreement shall pay such Welder Journeymen the maximum hourly rate determined by the Internal Revenue Service ("IRS") to be non-taxable pursuant to IRS Revenue Procedure 2002-41, as periodically increased by the IRS. The Parties shall agree at the pre-job conference whether the applicable rate shall be a "wet" rate or a "dry" rate. The rig rate will not be included in calculating total package annual increases. Payment for the rig rental shall be separate from the check or other payment for regular payroll.

(D) If the IRS eliminates or issues a procedure or ruling that adversely affects the favorable tax status of rental payments for welding rigs currently provided for in IRS Revenue Procedure 2002-41, the Parties agree that they will reopen this Agreement for the limited purpose of renegotiating rig rental rates.

(E) All trucks and welding machines will be gassed up during regular working hours unless the Employer 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.

XVII.

TESTING TIME

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

(B) If a Welder successfully completes a 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.

(C) If a Welder fails a qualification test he shall receive: (1) pay at the straight time rate for the number of hours for which the job has been set up; (2) rig pay for the number of hours for which the job has been set up; (3) per diem for the day; and (4) no fringe benefit contributions.

(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.

XVIII.

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 PLCA 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 XIX 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 XIX 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 XIX. 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.

(E) It shall not be a violation of this Article or Agreement for the Union to withhold labor pursuant to Article IV(H) or Article XXIV(N) of this Agreement.

XIX.

PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

(A) Any grievances, disputes or differences of opinion which arise between the Employer's 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 PLCA. 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 PLCA. 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 PLCA 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 five (5) 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 PLCA will each strike two (2) names 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 PLCA mutually agree; or

(b) Separately, if no mutual agreement and the PLCA 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 XVIII 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.

XX.

JURISDICTIONAL DISPUTES

The PLCA 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 Employer, 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 PLCA.

XXI.

SPECIAL WORK

Whenever the Employer performs any of the special work described in Article I, Paragraph (J) above, except that covered by the Attachments, 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.

TAKEUP JOBS (SALVAGE PIPE)

- (A) Roughcutters will be paid \$2.00 per hour above the applicable Helper rate.
- (B) One Helper will be employed for each roughcutter.

(C) Bevelers will be paid \$2.00 per hour above the applicable Helper rate.

(D) 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.

(E) All work on Takeup Jobs (Salvage Pipe) for projects under fifteen (15) miles in length shall be performed in accordance with Attachment 4 to this Agreement.

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 employed for each Welder.
3. One Journeyman other than the Welders will be employed.
4. One Welder foreman will be employed.

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

1. Welders may make their own stringer beads and finish welds.
2. One Helper will be employed for each Welder. Helpers will be employed to roll all pipe on the welding rack.
3. Bevelers will be paid \$2.00 per hour above the applicable Helper rate.
4. One Helper will be employed for every two bevelers.
5. Roughcutters will be paid \$2.00 per hour above the applicable Helper rate.
6. One Helper at a rate \$.75 above the applicable rate paid to other Welder Helpers on the job will be employed as attendant for the oxygen manifold and acetylene generator. However, if pipe is not being double jointed, this paragraph does not apply.
7. One Welder foreman will be employed.
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.

(C) Re-Laying Reconditioned Pipe.

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 the jurisdiction of the Union 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.

(D) All work on Reconditioning for projects under fifteen (15) miles in length shall be performed in accordance with Attachment 4 to this Agreement.

MARINE BARGE AND MARINE PUSH-JOBS

(A) 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 the jurisdiction of the Union 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.

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

(C) 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.

(D) Board and room shall be furnished at no cost to the Employees, when required to live on quarter boats.

(E) The Employer will provide crew boats for trips to shore, except when the distance to be traveled to and from shore is excessive.

(F) The Employer 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 Employees 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 applicable waiting time only.

(G) The Employer will make every effort to provide daily mail service and once a week laundry service. Laundry service will be paid for by the Employee.

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

(I) 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.

(J) When the stringer bead Welders' regularly assigned helpers are using a power buffer or power grinder, such Helpers shall receive \$2.00 per hour above the applicable 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

(A) Employer shall have the sole right to determine the number and classifications of the Employees to be hired; provided that Employer shall respect the jurisdiction of the Union 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.

(B) On River and Bridge Crossings and Highway Relocation work all Welders will receive premium pay when running their own beads and finishing welds.

(C) On all such work the manning shall be decided by the Employer. In so doing, the Employer shall respect the jurisdiction of the Union in assigning the work to be done.

(D). All work on replacements of River and Bridge Crossings, Highway Relocations and Change-Outs for projects under fifteen (15) miles in length shall be performed in accordance with Attachment 4 to this Agreement.

DOUBLE JOINTING IN THE FIELD

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

HYDROSTATIC TESTING

(A) Qualified testing Journeymen (Welder or Non-Welder) and Graded Helpers will be employed to assist in the lining-up, beveling and testing of these lines including but not limited to the operation of high pressure test valves. The Employer and the Union recognize that Journeymen who are qualified (with necessary OQ documentation) 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 will be employed to perform hydrostatic testing on pipe lines. Employer in accordance with Article V shall be the sole judge as to the competency of any Employee assigned for hydrostatic testing. Journeymen for hydrostatic testing will be dispatched Employees. The Graded Helper will be an Employer hire. The Employer and the Union will mutually agree on the selection of all testing Employees.

(B) If any night work is performed under this section by employees of any other craft, a UA Employee will be assigned to that crew.

(C) All work on Hydrostatic Testing of existing pipelines shall be performed in accordance with Attachment 4 to this Agreement.

FABRICATION

(A) Where a fabrication crew is set up, the following formula will be used to determine the number of Non-Welder Journeymen and Graded Helpers required in addition to the Welders and their Helpers.

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

(B) 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.

(C) Employer may designate one Welder to act as the lead Welder or fabricator or tack and layout person and pay him a rate \$2.00 per hour above the applicable Journeyman rate.

(D) 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 a rate of \$3.00 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

(A) One Welder and one Helper shall work on road casings where the casing is to be welded.

(B) On other types of casing where no welding is required, one non-Welder Journeyman and one Helper shall be employed.

(C) 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.

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

The Parties will negotiate special wages and conditions for water lines on a per job basis.

XXII.

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 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 \$2.00 per hour above the applicable 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 \$2.00 per hour above the applicable Journeyman rate.

5. Helpers shall roll all pipe from grinders through inspection.
6. Helpers operating the automatic grinding stations on double-jointing racks will receive a rate of \$.75 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 UA mechanic will be allowed to do maintenance and repair welding on the rack whenever required.

XXIII.

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 Employees for waiting time, passing a test, and reporting time as applicable:

1. For Journeymen and Non-Journeymen, the sums set forth in the Exhibits and Attachments to this Agreement (and as hereinafter modified by the Parties in accordance with this Agreement) are to be paid 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 and Non-Journeymen, the sums set forth in the Exhibits and Attachments to this Agreement (and as hereinafter modified by the Parties in accordance with this Agreement) are to be paid to the Pipe Line Industry Pension Fund ("PIPF"). The Agreement and Declaration of Trust of the Pipe Line Industry Pension Fund is incorporated and made a part of this Agreement by reference thereto.
3. For all Employees, the sum of \$.40 per hour is to be paid to the Pipe Line Industry Advancement Fund ("PLIAF"). 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 PLCA. The Pipe Line Industry Advancement Fund is administered by the PLCA and the rules and regulations of this Fund are incorporated and made a part of this Agreement by reference thereto.

4. For all Employees, the sums set forth in the Exhibits and Attachments to this Agreement (and as hereinafter modified by the Parties in accordance with this Agreement) are to be paid to the United Association International Training Fund (“ITF”). The Agreement and Declaration of Trust of the United Association International Training Fund is incorporated and made a part of this Agreement by reference thereto.

5. For all Employees, the sums set forth in the Exhibits and Attachments to this Agreement (and as hereinafter modified by the Parties in accordance with this Agreement) are to be paid to the United Association Local 798 Training Fund. Notwithstanding the foregoing, for hours worked by Employees in the jurisdiction of a United Association pipeline local other than Local 798 (as determined by the Union), training fund contributions shall be paid instead to the training fund of that pipeline local union for such hours worked if, and only if, the training fund provides certification sufficient to the UA Pipeline Department that it provides training in the pipeline industry. The Agreement and Declaration of Trust of the United Association Local 798 Training Center is incorporated and made a part of this Agreement by reference thereto. Likewise the Agreement and Declaration of Trust of the Training Fund of any other United Association pipeline local union training fund to which the Employer remits training fund contributions as provided herein is incorporated and made a part of this Agreement by reference thereto. Nothing in this section shall be construed to require any signatory employer to execute a local union collective bargaining agreement.

6. For all Employees, the sums set forth in the Exhibits and Attachments to this Agreement (and as hereinafter modified by the Parties in accordance with this Agreement) shall be paid as a qualified non-elective contribution (“QNEC”) to the Pipeline Industry Annuity/401(k) Fund. The amount of the QNEC shall not be less than 3% (three percent) of wages and shall be made from the 3% total package increase provided for in Article XI(A). For all Employees, Employer shall also deduct from wages when authorized by Employee pursuant to a written deferral agreement, amounts to be remitted to the Pipeline Industry Annuity/401(k) Fund as elective deferrals. There are no matching employer contributions. To initiate such deferrals, the Employee must provide the Employer with a properly executed wage deferral agreement that is consistent with the requirements of the Pipeline Industry Annuity/401(k) Fund. The Employee and Employer are bound by the terms of the Pipeline Industry Annuity/401(k) Plan including the rules for eligibility and benefits set forth in such Plan and the ability to designate the QNEC as a safe harbor 401(k) contribution. The Agreement and Declaration of Trust of the Pipeline Industry Annuity/401(k) Fund to which the Employer remits the QNEC and authorized wage deferrals pursuant to a fully executed wage deferral agreement is incorporated and made a part of this Agreement by reference thereto.

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

(C) Notwithstanding the specific contribution rates set forth in this Agreement (including the Exhibits and Attachments thereto), the Parties agree that contributions to the fringe benefit funds shall increase periodically in accordance with the terms set forth in Article XI(A) and Attachment 1, and such increased rates shall be binding on the Parties hereto.

XXIV.

SUBMITTING REPORTS AND CONTRIBUTIONS, LATE FILING CHARGES AND DELINQUENCIES

(A) All contributions due and owing to the Pipe Line Industry Benefit Fund, the Pipe Line Industry Pension Fund, the Pipeline Industry Annuity/401(k) Fund, the Local 798 Training Center and any other pipeline local union training fund in accordance with Article XXIII(A)(5) above, and the International Training Fund shall be deemed and are considered to be the assets of each such trust fund.

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

(C) The Pipe Line Industry Benefit Fund, the Pipe Line Industry Pension Fund, the International Training Fund, the Pipeline Industry Annuity/401(k) Fund, and the U.A. Local 798 Training Center shall be administered by their respective Board of Trustees, appointed in accordance with the applicable Trust Agreements.

(D) There have heretofore been prepared and executed Trust Agreements for the Benefit Fund, Pension Fund, Training Center, Pipeline Industry Annuity/401(k) Fund, and the International Training Fund, which the Employers have agreed to adopt. The Employers have also agreed to adopt the Trust Agreements for any Local Union Training Fund to which contributions are remitted in accordance with Article XXIII(A)(5) above. The Employers consent to the appointment and retention of the current and future governing boards of trustees of each Trust Fund to which contributions are to be made under this Agreement. 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.

(E) 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, and to any Local Union Training Fund to which contributions are remitted in accordance with Article XXIII(A)(5) above.

(F) 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 Employer contributions be obtained, said Board of Trustees is authorized to require an Employer to deposit a sum of up to \$10,000 per Employee in an escrow account designated by the Director of the Funds or, as an alternative, an appropriate bond shall be established to protect the beneficiaries of such Funds. If an escrow deposit is made instead of bonding, upon completion of

the job, any amounts in excess of the contributions due shall be refunded to the individual Employer.

(G) 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.

(H) When an Employee is taken from any crew to be used temporarily as a Welder Helper, and such Employee's wage rate is higher than the applicable 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 Employee, 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 one day 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.

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

(J) Contributions to the Pipeline Industry Benefit Fund, Pipeline Industry Pension Fund, Local Union Training Fund, International Training Fund, Pipeline Industry Advancement Fund, and any other Local Union Training Fund to which contributions are required to be made under this Agreement 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. Pipeline Industry Annuity/401(k) Fund employee wage deferrals become due the earlier of the day federal payroll taxes become due or the 10th day of the month following the reporting period. Any 401(k) report that is delinquent is subject to a late reporting charge of 15% of the amount due. Any 401(k) report that is more than sixty (60) days past due is subject to a late reporting charge of 20% of the amount due. In addition to the late fee, interest will be charged on all past due contributions at the rate of 15% per annum.

(K) 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 Employers, by certified mail, a copy of all pleadings and notices of suit. The parties to this Agreement agree that all actions arising in connection with any Employer's obligation to contribute to the aforesaid Trust Funds shall be tried and litigated exclusively in the United States District Court for the Northern District of Oklahoma. This choice of venue is mandatory and not permissive. Each party waives any right or defense of *forum non conveniens* or similar doctrine and will not object to venue with respect to any proceeding brought in accordance with

this Article XXIV. Any judgment rendered against any party in any such action shall be conclusive and may be enforced in other jurisdictions in any manner provided by law.

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

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

XXV.

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 Attachment 6.

XXVI.

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 as Attachment 7.

XXVII.

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 Pipe Fitting 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.

XXVIII.

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 Attachment 8.

XXIX.

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.

XXX

STANDARD FOR EXCELLENCE

The Parties subscribe to and adopt the United Association’s Standard for Excellence. When Employees are hired on the job, they shall sign, subscribe and adhere to the United Association’s Standard for Excellence (a copy of which is attached hereto as Attachment 9). Employer agrees that it will adhere to all employer and management responsibilities set forth in the Standard for Excellence. It is also agreed that the Employer, Union and Employees will be bound by the procedures in place to effectuate the Standard for Excellence. It is further agreed that the National Pipe Line Agreement (“NPLA”) will take precedence over any term or condition in the Standard for Excellence which is inconsistent with or varies any condition of the NPLA.

XXXI.

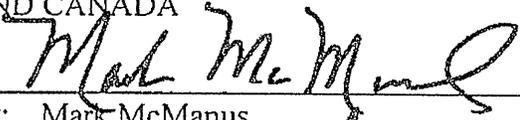
EFFECTIVE DATE, TERMINATION AND RENEWAL

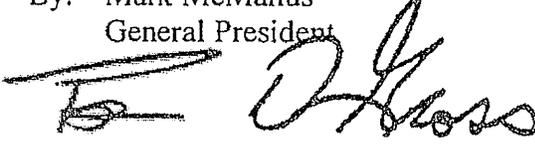
(A) This Agreement shall become effective, when signed by the Parties hereto and shall remain in full force and effect until its termination as provided herein below.

(B) The provisions of this Agreement shall continue in full force and effect from June 5, 2017 until May 31, 2020 and thereafter from year to year unless terminated at the option of either Party after sixty (60) days’ notice in writing to the other.

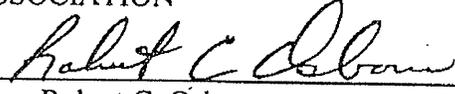
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 31st day of March, 2017.

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


By: Mark McManus
General President


By: Tom D. Gross
Director, Department of Pipeline and
Gas Distribution

PIPE LINE CONTRACTORS
ASSOCIATION


By: Robert C. Osborn
President

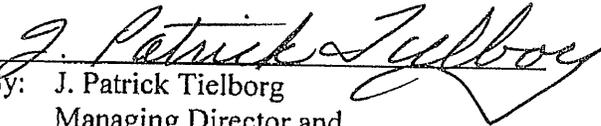

By: J. Patrick Tielborg
Managing Director and
General Counsel

EXHIBIT A (JOURNEYMAN)
WAGES, PER DIEM, AND FRINGE BENEFIT RATES
June 5, 2017-June 3, 2018

<i>Alabama</i>	\$53.60	<i>Montana</i>	\$53.60
<i>Alaska</i>	--	<i>Nebraska</i>	\$53.60
<i>Arizona</i>	\$54.58	<i>Nevada</i>	\$54.58
<i>Arkansas</i>	\$53.60	<i>New Hampshire</i>	\$53.95
<i>California</i>	\$54.58	<i>New Jersey</i>	\$54.58
<i>Colorado</i>	\$53.60	<i>New Mexico</i>	\$53.60
<i>Connecticut</i>	\$54.58	<i>New York</i>	\$53.95
<i>Delaware</i>	\$53.95	<i>North Carolina</i>	\$53.60
<i>D.C.</i>	\$53.95	<i>North Dakota</i>	\$53.60
<i>Florida</i>	\$53.60	<i>Ohio</i>	\$53.95
<i>Georgia</i>	\$53.60	<i>Oklahoma</i>	\$53.60
<i>Idaho</i>	\$53.60	<i>Oregon</i>	\$53.95
<i>Illinois</i>	\$53.95	<i>Pennsylvania</i>	\$53.95
<i>Indiana</i>	\$53.95	<i>Rhode Island</i>	\$54.58
<i>Iowa</i>	\$53.95	<i>South Carolina</i>	\$53.60
<i>Kansas</i>	\$53.60	<i>South Dakota</i>	\$53.60
<i>Kentucky</i>	\$53.95	<i>Tennessee</i>	\$53.60
<i>Louisiana</i>	\$53.60	<i>Texas</i>	\$53.60
<i>Maine</i>	\$53.95	<i>Utah</i>	\$53.60
<i>Maryland</i>	\$53.95	<i>Vermont</i>	\$53.95
<i>Massachusetts</i>	\$54.58	<i>Virginia</i>	\$53.95
<i>Michigan</i>	\$53.95	<i>Washington</i>	\$53.95
<i>Minnesota</i>	\$53.95	<i>West Virginia</i>	\$53.95
<i>Mississippi</i>	\$53.60	<i>Wisconsin</i>	\$53.95
<i>Missouri</i>	\$53.95	<i>Wyoming</i>	\$53.60

JOURNEYMAN FRINGE BENEFITS (ALL STATES)	
	6/5/2017 to 6/3/2018
Pipeline Industry Benefit Fund	\$7.00
Pipeline Industry Pension Fund	\$14.15
Pipeline Industry 401(k) Fund	\$6.62
Pipeline Industry Advancement Fund	\$0.40
Local Union Training Fund	\$0.70
International Training Fund	\$0.10
TOTAL	\$28.97

For the period from June 5, 2017 through June 3, 2018, all PIBF contributions subject to reciprocity shall be \$10.85 for Journeymen, and all PIPF contributions subject to reciprocity shall be \$10.30 for Journeymen. Reciprocity adjustments will be made by the Fund Office.

JOURNEYMAN PER DIEM (ALL STATES)	
	6/5/2017 to 6/3/2018
Welder Journeymen	\$110.50
Non-Welder Journeymen	\$50.50

EXHIBIT B (HELPER)
WAGES, PER DIEM AND FRINGE BENEFIT RATES
(June 5, 2017-June 3, 2018)

WAGES			
<i>Alabama</i>	\$23.75	<i>Mississippi</i>	\$23.75
<i>Alaska</i>	--	<i>Missouri</i>	\$30.20
<i>Arizona</i>	\$23.75	<i>Montana</i>	\$23.75
<i>Arkansas</i>	\$23.75	<i>Nebraska</i>	\$23.75
▶ <i>California:</i>		<i>Nevada</i>	\$30.91
<i>Zone 1</i>	\$35.38	<i>New Hampshire</i>	\$23.75
<i>Zone 2A</i>	\$39.56	<i>New Jersey</i>	\$33.27
<i>Zone 2B</i>	\$37.83	<i>New Mexico</i>	\$23.75
<i>Zone 3</i>	\$36.34	▶ <i>New York</i>	
<i>Colorado</i>	\$23.75	<i>Zone 1</i>	\$38.33
<i>Connecticut</i>	\$31.21	<i>Zone 1A</i>	\$38.43
<i>Delaware</i>	\$23.75	<i>Zone 2</i>	\$35.38
<i>D.C.</i>	\$23.75	<i>Zone 3</i>	\$36.61
<i>Florida</i>	\$23.75	<i>Zone 4</i>	\$36.93
<i>Georgia</i>	\$23.75	<i>Zone 5</i>	\$30.63
<i>Idaho</i>	\$31.44	<i>Zone 6</i>	\$30.18
▶ <i>Illinois:</i>		<i>Zone 7</i>	\$32.42
<i>Zone 1</i>	\$38.94	<i>Zone 7A</i>	\$28.83
<i>Zone 2</i>	\$33.40	<i>Zone 7B</i>	\$29.78
<i>Zone 3</i>	\$30.58	<i>Zone 7C</i>	\$30.13
▶ <i>Indiana</i>		<i>Zone 7D</i>	\$30.33
<i>Zone 1</i>	\$38.94	<i>Zone 7E</i>	\$31.48
<i>Zone 2</i>	\$26.92	<i>Zone 7F</i>	\$29.40
▶ <i>Iowa</i>		<i>Zone 7G</i>	\$33.52
<i>Zone 1</i>	\$29.07	<i>Zone 8A</i>	\$31.40
<i>Zone 2</i>	\$23.75	<i>Zone 8B</i>	\$31.62
▶ <i>Kansas</i>		<i>Zone 9</i>	\$33.47
<i>Zone 1</i>	\$27.75	<i>Zone 10</i>	\$31.07
<i>Zone 2</i>	\$23.75	<i>Zone 11</i>	\$27.01
<i>Zone 3</i>	\$26.11	<i>Zone 12</i>	\$28.90
<i>Kentucky</i>	\$23.75	<i>Zone 13</i>	\$32.39
<i>Louisiana</i>	\$23.75	<i>North Carolina</i>	\$23.75
<i>Maine</i>	\$23.75	<i>North Dakota</i>	\$23.75
<i>Maryland</i>	\$25.90	<i>Ohio</i>	\$31.75
<i>Massachusetts</i>	\$33.02	<i>Oklahoma</i>	\$23.75
<i>Michigan</i>	\$30.43	<i>Oregon</i>	\$31.03
<i>Minnesota</i>	\$25.14	(cont'd below)	

HELPER WAGES (cont'd)

► <i>Pennsylvania</i>		<i>Utah</i>	\$23.75
<i>Zone 1</i>	\$30.24	<i>Vermont</i>	\$23.75
<i>Zone 2</i>	\$28.03	<i>Virginia</i>	\$23.75
<i>Rhode Island</i>	\$32.69	<i>Washington</i>	\$30.63
<i>South Carolina</i>	\$23.75	<i>West Virginia</i>	\$27.40
<i>South Dakota</i>	\$23.75	<i>Wisconsin</i>	\$27.75
<i>Tennessee</i>	\$23.75	<i>Wyoming</i>	\$23.75
<i>Texas</i>	\$23.75		

HELPER FRINGE BENEFITS (ALL STATES)	
	6/5/17 to 6/3/18
Pipeline Industry Benefit Fund	\$7.00
Pipeline Industry Pension Fund	\$8.44
Pipeline Industry 401(k) Fund	\$3.38
Pipeline Industry Advancement Fund	\$0.40
Local Union Training Fund	\$0.65
International Training Fund	\$0.10
TOTAL	\$19.97

For the period from June 5, 2017 through June 3, 2018, all PIBF contributions subject to reciprocity shall be \$8.00 for Helpers, and all PIPF contributions subject to reciprocity shall be \$7.44 for Helpers. Reciprocity adjustments will be made by the Fund Office.

HELPER PER DIEM (ALL STATES)	
	6/5/2017 to 6/3/2018
Helpers	\$48.50

EXHIBIT B – CONT'D

ZONES BY COUNTIES FOR WELDER HELPERS

CALIFORNIA

Zone 1:

Imperial	Los Angeles	Riverside	Santa Barbara
Inyo	Mono	San Bernardino	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	Tuolumne
Glenn	Monterey	Sierra	Yolo
Humboldt	Napa	Siskiyou	Yuba

Zone 3:

San Diego County Only

ILLINOIS

Zone 1:

In Illinois:

Boone	Grundy	Lake	Will
Cook	Kane	LaSalle	Winnebago
DeKalb	Kankakee	Livingston	
DuPage	Kendall	McHenry	

Zone 2:

Adams	Dewitt	Knox	Morgan	Scott
Brown	Douglas	Lee	Moultrie	Shelby
Bureau	Edgar	Logan	Ogle	Stark
Carroll	Ford	Macon	Peoria	Stephenson
Cass	Fulton	Marshall	Piatt	Tazewell
Champaign	Hancock	Mason	Pike	Vermillion
Christian	Henderson	McClellan	Putnam	Warren
Clark	Henry	McDonough	Rock Island	Whiteside
Cole	Iroquois	Menard	Sangamon	Woodford
Cumberland	Jo Davies	Mercer	Schuyler	

Zone 3:

Rest of State

INDIANA

Zone 1:

Jasper	Newton
Lake	Porter
LaPorte	

Zone 2:

Rest of State

IOWA

Zone 1:

Scott

Zone 2:

Rest of State

KANSAS

Zone 1:

Johnson Wyandotte

Zone 2:

Allen	Dickinson	Leavenworth	Pottawatomie
Anderson	Doniphan	Linn	Reno
Atchison	Douglas	Lyon	Republic
Bourbon	Elk	Marion	Riley
Brown	Franklin	Marshall	Saline
Butler	Geary	McPherson	Sedgwick
Chase	Greenwood	Miami	Shawnee
Chatauqua	Harper	Montgomery	Summer
Cherokee	Harvey	Morris	Wahauunsee
Clay	Jackson	Nemaha	Washington
Cloud	Jefferson	Neosho	Wilson
Coffee	Kingman	Osage	Woodson
Cowley	Labette	Ottawa	
Crawford			

Zone 3:

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
Green

Orange
Otsego

Sullivan

Ulster

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 (Townships of Catherine)

Zone 7G:

Chenango (Townships of Sheburne, Columbus and New Berlin)

Delaware (Townships of Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith and Davenport)

Zone 8A:

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

Albany (except Town of Colonie)

Columbia (Townships of Stuyvesant, Stockport, Kunderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz)

Green (except Catskill Township)

Rensselaer (Townships of North Greenbush, East Greenbush, Scholack, Nassau, Stephentown and Town of Rensselaer)

Zone 9:

Niagara

Zone 10:

Genesee
Livingston

Monroe

Orleans

Wyoming

Zone 11:

Allegheny
Cattaraugus

Chautauga (Townships of French Creek, Clymer, Chautauga, Gerry, Ellington, Ellery and Stockton)

Zone 12:

Chemung

Schuyler (except Township of Catherine)

Stueben

Zone 13:

Cayuga
Ontario

Seneca

Wayne

Yates

PENNSYLVANIA:

Zone 1:

Bucks
Chester

Delaware
Montgomery

Philadelphia

Zone 2:

Rest of State.

ATTACHMENT 1

SPECIAL AGREEMENT FOR SMALL DIAMETER PIPE

This Special Agreement to the National Pipe Line Agreement sets forth the terms and conditions under which Small Diameter Pipe Work, as defined in Article I below, shall be performed. Except as otherwise specifically set forth below, all other terms and conditions of the National Pipe Line Agreement shall apply in full to such work:

I.

COVERAGE

The wage rates, fringes and conditions set out in this Special Agreement will apply for all pipeline work, 16” and under of any length, performed in the Continental United States with the exception of such work performed in California, Idaho, Illinois, Indiana (Jasper, Lake, La Port, Newton, and Porter Counties only), New Jersey, Oregon, Pennsylvania (Bucks, Chester, Delaware, Montgomery, Philadelphia Counties only), Washington, and Wisconsin. Work performed in these exempted states and counties shall be performed under the terms of the National Pipe Line Agreement. This Special Agreement applies only to jobs for which both a signatory(ies) to the National Pipe Line Agreement and a non-signatory(ies) are bidding the work.

II.

WAGE RATES, FRINGE BENEFITS AND PER DIEM

(A) For the period from June 5, 2017 through June 3, 2018, wage rates fringe benefits, and per diem for Journeymen and Helpers, respectively, shall be as follows:

	JOURNEYMEN	HELPERS
Wages	75% of applicable NPLA wage rate (see Article XI and Ex. A, and attachment hereto)	75% of applicable NPLA wage rate (see Article XI and Ex. B and attachment hereto) but not less than Laborers’ Rate
Fringe Benefits	\$24.69	\$15.90
PIBF	\$6.80	\$6.80
PIPF	\$11.53	\$5.43
401(k)	\$5.56	\$2.87
PIAF	\$0.40	\$0.40
LU TF	\$0.30	\$0.30
ITF	\$0.10	\$0.10

Per Diem:		
Welder	\$99.75	\$37.75
Non-Welder	\$39.75	

For the period from June 5, 2017 through June 3, 2018, all PIBF contributions subject to reciprocation shall be \$7.80 for Journeymen and Helpers, and all PIPF contributions subject to reciprocation shall be \$10.53 for Journeymen and \$4.43 for Helpers. Reciprocation adjustments will be made by the Fund Office.

(B) Effective June 4, 2018, the wage, per diem and fringe benefits rates shall be increased by 75% of the increase that the Union allocates to 1) wages; 2) per diem; and 3) each fringe benefit under NPLA, Article XI, Exhibits A and B. In addition to the increases set forth in this paragraph, as of June 4, 2018, the Welder/Journeyman per diem shall be increased by \$5.00 and the Helper per diem shall be increased by \$3.00. A modified Wage, Benefits and Per Diem chart will be distributed after the June 4, 2018 increase is allocated.

(C) Effective June 3, , 2019, the total wage, per diem and fringe benefits rates shall be increased by 75% of the increase that the Union allocates to 1) wages; 2) per diem; and 3) each fringe benefit under NPLA, Article XI, Exhibits A and B. In addition to the increases set forth in this paragraph, as of June 3, 2019, the Welder/Journeyman per diem shall be increased by \$5.00 and the Helper per diem shall be increased by \$3.00. A modified Wage, Benefits and Per Diem chart will be distributed after the June 3, 2019 increase is allocated.

(D) 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 a rate that is \$.75 per hour above the applicable 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 a rate that is \$2.00 per hour above the applicable Welder Helper rate.

(E) The Welder Helper will receive the hourly rate set forth above, or the Laborer's hourly rate, whichever is greater. Fringes are not involved in the comparison. The Welder Helper and Laborer comparison will be based on the wage rate with the per diem excluded if both the Helper and Laborer have equal per diem. If the Laborer's per diem exceeds the Helper's per diem, the difference will be included in the comparison. If only the Helper has per diem, the per diem will be added to the Welder Helper wage and that figure will be used to compare to the Laborer's rate for the adjustment.

(F) Per diem will be paid for number of days in the work week set out on the pre-job form.

III.

OTHER CONDITIONS

(A) Assembly Points(s) will not be established more than twenty (20) miles distance from living accommodations. This distance will be increased beyond the twenty (20) miles when circumstances warrant as agreed to by the principal Parties. The establishing of Assembly Point(s) will not affect the location of the warehouse.

(B) Once a crew is hired the Employer may move that crew from job to job without change, regardless of location of job.

(C) The Employer 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.

(D) All Employees will work under a composite crew concept as determined by the Employer. The Parties understand that the nature of this work requires working in a cooperative effort, making it sometimes difficult to adhere to strict guidelines. Thus, the Employer shall make every reasonable effort to man specific tasks according to the jurisdiction of the Union and shall maintain a fair and balanced craft ratio in the overall manning of the job.

(E) The Employer shall have the sole right to determine the number and classifications of the Employees to be hired provided such assignments are not inconsistent with the provisions of this Special Agreement or the National Pipe Line Agreement.

ATTACHMENT 2

SPECIAL AGREEMENT FOR STATION WORK

This Special Agreement to the National Pipe Line Agreement sets forth the terms and conditions under which Station Work, as defined in Article I below, shall be performed. Except as otherwise specifically set forth below, all other terms and conditions of the National Pipe Line Agreement shall apply in full to such work.

I.

COVERAGE

This Special Agreement shall apply to all work relating to the construction, fabrication, installation, maintenance, reconditioning and/or repair of all pipeline stations, including without limitation, meter stations, meter sets, compressor stations, pumping stations, and reducing stations, performed by the Employer within the United States except for the states of Michigan (local Building Trades Agreement applies), and Pennsylvania (local Building Trades Agreement applies in Bucks, Chester, Delaware, Montgomery and Philadelphia Counties). The Parties recognize that the NPLA and this Attachment 2 apply only to Employers bound to this Agreement. Notwithstanding the foregoing, an Employer signatory to the NPLA who is also signatory to a UA local union building trades agreement has the option of performing work covered by this Attachment 2 under the terms of either the local agreement where the work is located or this Attachment 2.

II.

CLASSIFICATIONS

The classifications of employees which the Employer may employ on work performed under this Agreement, and the general definition of the duties of such classifications, are as follows:

(A) “Journeyman” shall mean a person seeking employment as a welder or journeyman pipefitter.

(B) “Helper/Apprentice” shall mean a person seeking employment as a helper or otherwise employed to assist in the performance of all work covered by this Agreement.

III.

HIRING PROCEDURE

(A) It is agreed that the Employer may man the original crew at the start of any job without restriction with the exception of the Steward which shall be dispatched by the Union as the first Employee on the job. The original crew shall be identified on the pre-job conference report.

(B) Once the original crew has been established, the Employer shall have the right to keep all or part of the original crew on all work covered by this Agreement.

IV.

WAGES AND FRINGE BENEFITS

(A) Wages and Fringe Benefits will be the same as the Special Agreement for Small Diameter Pipe (16" and under) or Building Trade wages and fringes, whichever are greater.

(B) During emergencies, any Employee of the Employer may be assigned to any work provided, however, no Employee's hourly rate shall be lowered under this provision. Emergencies shall be defined as an imminent threat to life or property.

(C) All overtime will be paid at one and one-half times the straight-time rate, except for work performed on the following holidays which will be paid at double the straight-time rate: New Year's Day; Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays falls on a Sunday, the Monday following shall be considered a holiday.

(D) The Employer shall have the right to select all Foremen. The Foremen shall be paid a minimum of an additional \$2.00 per hour above his regular wage rate.

(E) The following conditions for Stewards under this Agreement shall apply:

1. Wage Rates — The Steward shall be paid \$2.00 per hour above the basic Welder or Journeyperson rate.
2. Hours — The Steward shall be paid for the number of hours for which the job is set up for the number of hours worked. The Steward's hours will not attach to any other Employee on the job. The Steward will be a working steward.

V.

WORKING RULES

(A) The job starts at the jobsite and shall end at quitting time at the jobsite; however, the lunch period shall be excluded. The work week and work day shall be established at the pre-job conference.

(B) The Employees needed to carry out work associated with the instrumentation threaded piping will be hired at the discretion of Employer.

ATTACHMENT 3

SPECIAL AGREEMENT FOR MAINLINE MECHANIZED WELDING

This Special Agreement to the National Pipe Line Agreement sets forth the terms and conditions under which Mainline Mechanized Welding Work, as defined in Article I below, shall be performed. Except as otherwise specifically set forth below, all other terms and conditions of the National Pipe Line Agreement shall apply in full to such work.

I.

COVERAGE

This Special Agreement shall apply to mechanized welding performed on mainline work covered by the National Pipe Line Agreement.

II.

CLASSIFICATIONS

(A) UA Technician

A UA Technician (or Technicians) will be assigned for the repair and maintenance of the mechanized welding equipment including the end-prep machine and related equipment (excluding that normally done by other crafts on tractors and generating sets). The UA Technician (or Technicians) will be a qualified employee who has received actual training on the repair and maintenance of the mechanized welding equipment. The UA Technician(s) will be obligated to show proof of training. Union Agrees that UA Technicians must be available for any jobs on which Employers use mechanized welding equipment. The Owner or Supplier of the mechanized welding equipment can place a designated Technician Representative (who may make actual repair if UA Technicians are unable to make repair) in a supervisory capacity over the Technician or Technicians comprising the repair and maintenance crew.

(B) Foreman

The appointment of all Foremen is the responsibility of the Employer. Foremen may be paid on an hourly, weekly, or monthly basis as determined by the Employer.

III.

WAGES AND FRINGE BENEFITS

(A) Wages and Fringe Benefits

1. The UA Technician(s) will be paid the Journeyman wage rate and fringe benefits under the National Pipe Line Agreement or applicable Project Agreement.

2. The Helper shall be paid the Helper wage rate and fringe benefits under the National Pipe Line Agreement or applicable Project Agreement.

(B) Pre-construction Rigging-Up at Job Site or Other Designated Location

Employers performing pre-construction rigging-up for mechanized welding at the job site or any other designated location for pipeline construction projects under the National Pipe Line Agreement will be obligated to pay the wage rates and fringe benefits under the National Pipe Line Agreement or applicable Project Agreement.

(C) Welding Procedures

For all welding procedures related to a project covered under the National Pipe Line Agreement using mechanized welding, the Employer will pay the wages and fringes as set out in the National Pipe Line Agreement or applicable Project Agreement regardless of whether procedures are being run at the jobsite or any other location.

IV.

HIRING AND EMPLOYMENT PROCEDURES

(A) Manning

The following manning requirements for UA Technicians and Helpers will apply:

1. One UA Technician and one Helper will be assigned for each internal welder being used on the job. This Technician may be used to maintain the hot pass bugs.
2. One UA Technician and one Helper will be assigned to each mechanized crew for every five welding stations/shacks.

It is understood that, in the event the Employer is short on Helpers, these UA Technician Helpers may be used at the Employer's discretion.

(B) Welder/Technician Qualification Test

Welder/Technicians hired by the Employer will be required to take a Welder qualification test (or tests) specified by the Owner or the Employer.

(C) Spell-Off Welder(s)

Spell-Off Welder(s) will be hired. Assignment of Spell-off Welder(s) will be at discretion of the Employer. At least one (1) Spell-Off Welder shall be hired. The Steward may be assigned to spell-off.

(D) End Facer

If an End Facer is used, the manning of such equipment shall consist of a Journeyman and one Graded Helper to assist and pick up shavings. If a Welder is dispatched to man the end facer, he will be dispatched as a Journeyman and no rig pay will be required. Repairs of such equipment shall be performed by the UA Technician. If additional Employees are needed to pick up shavings, then an additional Helper or Helpers will be hired to perform this work.

(E) Manning

When a Local Union is unable to dispatch a sufficient number of Welders to man a mechanized welding project, the Employer agrees to utilize other classifications of Employees under this Agreement to perform such work before obtaining Welders from an outside source pursuant to Article V(G)(4). Such Employees shall be hired in accordance with the hiring procedures set forth in Article V of the NPLA, and otherwise subject to all terms and provisions of the NPLA. All Employees performing such work shall be paid as a Welder.

V.

OTHER CONDITIONS

(A) Work Week

UA Technicians will be assigned the same work week hours as the mainline crews and will work on equipment during breaks and during lunch periods at the discretion of the Employer. UA Technicians will receive no additional payments for lunch provided they are allowed an uninterrupted 30 minutes during the day for lunch. Additional hours worked above the workweek by any Technician(s) will not attach to any other UA employee or the Steward.

(B) Welding Rigs

Welder/Technicians will be paid rig pay as follows: (1) standby IRS current Dry Rate plus fuel to be provided by the Employer so long as the rig is on the jobsite and available for work; (2) if used on the same basis as paid under the National Pipeline Agreement.

(C) Line Up and ID Welding or OD Welding

The provisions of the National Pipe Line Agreement covering work of handling the clamps and lining up the pipe shall apply. The ID Welder shall be paid premium pay of \$2.00 per hour above the regular Journeyman rate. In the event back welding is performed for misfires and such inside the pipe, the Employer will pay such Welder engaged in back welding in accordance with the National Pipe Line Agreement. If a clamp utilizing internal backing in conjunction with OD Welders depositing the stringer bead is used, such Welders shall be paid premium pay at a rate that is \$2.00 hour above the regular Journeyman rate.

(D) Bands

In the operation of the mechanized welding equipment, bands are placed on the pipe and there shall be employed one Journeyman or Welder at the Employer's discretion on the front end who will place, measure, and secure the bands for the necessary position and alignment for the O.D. welding devices. He shall be assisted by a Helper. One or more Helpers to be determined by the Employer shall be employed on the back end to remove the bands upon completion of the process. This manning requirement will also apply to the mini-crew.

(E) O.D. Welder

There may be two devices (one or more may be used) set up on the band to complete each O.D. weld. There shall be one Welder and one Helper employed for each device.

(F) Mechanic Work

The work of servicing welding heads, both internally and externally, and servicing the mechanized welding equipment from the lugs out, will be performed by a UA Technician or Welder.

(G) Premium Pay/Hiring

No premium pay shall be paid for any job assignment unless specifically provided for in this Agreement. Hiring shall be in accordance with the formulas set out in the National Pipe Line Agreement.

ATTACHMENT 4

SPECIAL AGREEMENT FOR INTEGRITY MANAGEMENT AND MAINTENANCE WORK

This Special Agreement to the National Pipe Line Agreement sets forth the terms and conditions under which Maintenance Work, as defined in Article I below, shall be performed. Except as otherwise specifically set forth below, all other terms and conditions of the National Pipe Line Agreement shall apply in full to such work:

I.

COVERAGE

(A) The wage rates, fringes and other conditions set out in this Special Agreement will apply to the work described in Article I, Section B, below, performed in the Continental United States.

(B) This Special Agreement shall cover maintenance of all existing transportation mainline pipelines (existing pipelines) coming within the jurisdiction of the Union. This Special Agreement is intended to cover on-going maintenance, integrity work, repair, renovation, restoration, removal, modification, addition and/or replacement of existing pipelines, limited to the following:

1. Replacement of existing pipelines of less than fifteen (15) miles, per job, regardless of size;
2. Hydrostatic testing of existing pipelines regardless of size or length;
3. Anomaly investigation and repair including recoating and/or replacement of sections of pipe;
4. Installation/replacement of existing valves and/or launchers/receivers for integrity programs;
5. Right-of-way maintenance;
6. Road casing change outs, extensions, splits and removals;
7. Cathodic Protection removal and repair work; and
8. Road Boring and Horizontal Directional Drill work on existing replacements.

For purposes of this Section, the term “existing pipelines” is limited to a constructed pipeline already completed and shall not apply to any new pipeline.

(C) This Special Agreement shall apply through completion of jobs involving such work.

(D) The Parties (UA or PLCA) may request additional coverage to this Special Agreement by written request with approval contingent upon agreement by all four International Unions.

II.

WAGES, FRINGE BENEFITS, AND PER DIEM

(A) Work performed in California, Idaho, Illinois, Indiana (Jasper, Lake, La Porte, Newton, and Porter Counties only), New Jersey, Oregon, Pennsylvania (Bucks, Chester, Delaware, Montgomery, Philadelphia Counties only), Washington, and Wisconsin, shall be performed under the same Wage Rates and Fringe Contributions as set forth in Article XI and Exhibits A and B (as periodically modified) of the National Pipe Line Agreement.

(B) Subject to Paragraph (D), below, for work performed in the States of Alabama, Arizona, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee and Texas, the wage rate shall be 80% of the Wage Rates and the fringe benefit contributions shall be 100% of the Fringe Contributions as set forth in Article XI and Exhibits A and B (as periodically modified) of the National Pipe Line Agreement.

(C) Subject to Paragraph (D) below, for work performed in all other states not listed in Paragraphs (A) and (B) above, the wage rate shall be 90% of the Wage Rates and the fringe benefit contributions shall be 100% of the Fringe Contributions as set forth in Article XI and Exhibits A and B (as periodically modified) of the National Pipe Line Agreement.

(D) The wage rate reductions set forth in Paragraphs (B) and (C) above shall not apply on any project for which the Teamsters, Operators, or Laborers do not accept the reduction in wage rates and, in such case, 100% of the Wage Rates and Fringe Contributions as set forth in Article XI and Exhibits A and B (as periodically modified) of the National Pipe Line Agreement shall apply.

III.

OTHER CONDITIONS

(A) Hiring/Discharge: The hiring will be the same as set out in Attachment 1 of the National Pipe Line Agreement (Special Agreement for Small Diameter Pipe). The United Association will assign the jurisdiction on a job-by-job basis.

(B) Portability: Once a properly executed pre-job report has been signed for any particular project and the crew is hired, the Employer may move that crew within the covered project without change regardless of the Local Union jurisdiction.

(C) Composite Crew: All Employees will work under a composite crew concept as determined by the Employer and the Union at the pre-job conference. The Parties understand that the nature of this work requires working in a cooperative effort, making it sometimes

difficult to adhere to strict jurisdictional lines. Thus, the Employer shall make every reasonable effort to man specific tasks according to the jurisdiction of the Union and shall maintain a fair and balanced craft ratio in the overall manning of the job.

(D) Work Week: The work week will begin on Monday and end on Sunday.

(E) Assembly Point/Warehouse: Assembly Point(s) will not be established more than twenty (20) miles distance from living accommodations. This distance may be increased beyond the twenty (20) miles when circumstances warrant as agreed to by the Parties. The establishing of Assembly Point or points will not affect the location of the warehouse.

(F) The Employer shall pay the meals and hotel expenses for all days in which any Employee who is working from his/her assigned warehouse location is temporarily assigned to work in another location that is far enough away that it is determined that the Employee will have to stay away for one or more nights.

(G) In the event that the circumstances set forth in paragraph (F) above occur, and provided that the Employee is kept on the payroll for all travel time involved, then Assembly Point move pay as described in Article XIII(E) will not be required.

(H) Pre-Job Conference: The Employer agrees to notify the Union of jobs obtained by the Employer. The Employer and representatives of the Union will hold an initial pre-job conference so that the start and continuation of the work may progress without interruption and the Union representative(s) at such pre-job conference shall be authorized by the Union to represent the Union for the entire area covered by the Job. The Union will invite each Local Union with jurisdiction to the pre-job. A pre-job will not be necessary each time the crew moves from one location or local jurisdiction to another after the initial pre-job.

(I) Bonus: If any individual Employer pays any wages in excess of the wages negotiated in this Agreement with any Union(s) in the form of extra money, extra hours, extra travel or standby time or in the form of a bonus by any subterfuge, and if the Pipe Line Contractors Association and the Union(s) shall jointly determine that such bonus is for the purpose of poaching men from other individual employers, or results in conditions injurious to the pipeline construction industry, then such individual Employer shall be required to pay a proportionate additional compensation to all Employees covered by this Agreement and such requirement shall continue until that particular job is completed. It is understood and agreed, however, that any profit-sharing, retirement or pension plan which an individual Employer may have in effect which has not been set up for that particular job shall not be considered a bonus.

ATTACHMENT 5

SUMMARY OF PREMIUM PAY

All premium pay will be in addition to the base rate (except the back welding rate, which is paid above employee's regular rate of pay).

Welder

- Welder Foreman: \$2.00 per hour. See Article VII (C).
- Welder Steward: \$2.00 per hour. See Article XI (L).
- Welders Running Beads or Hot Pass on Cutouts or Tie-Ins on Production Basis: \$2.00 per hour, See Article XI(F).
- Hot Pass Welders: \$2.00 per hour. See Article XI (E&F).
- Back Welder: \$3.00 per hour (above his/her regular rate of pay). See Article XI (M) & Article XXI Special work, Fabrication paragraph (4).
- Repair Welder: \$2.00 per hour. See Article XI (G).
- Welder Hot Pay: \$2.00 per hour. See Article XI (N).
- Welder Bead Automatic: \$2.00 per hour. See Attachment 3 Article V (C).
- Welder Testing: \$2.00 per hour. See Article XI (E).
- Welder Assigned to Weld on Separate Testing Crew: \$2.00 per hour. See Article XI(E).
- Fabrication Lead Welder: \$2.00 per hour. See Article XXI Special Work, Fabrication paragraph (C).
- Welders: \$2.00 per hour. See Article XXI Special Work, Bridge & Highway Relocation paragraph (B).
- Welder Spell Off: \$2.00 per hour. See Article XXII Note 1.
- Welder I.D. Head: \$2.00 per hour. See Article XXII Note 4.

Journeyman Pipefitter

- Line Carrier: \$2:00 per hour. See Article XI(E).
- Journeyman Employed as Bead or Hot Pass Welder: \$2.00 per hour. See Article XI (E).
- Journeyman Hot Pay: \$2.00 per hour. See Article XI (N).
- Journeyman Testing: \$2:00 per hour. See Article XI (E).

Helper

- Helper Bevel Buffing/Sandblasting: \$.75 per hour. See Article XI (H)
- Helper with Buffer or Grinder behind Bead or Hot Pass Welder on Production Basis: \$2.00 per hour. See Article XI(H).
- Helper operating Internal Clamps or Bending Mandrel: \$.75 per hour. See Article XI (I).

- Helper Grinder Ultrasonic Weld Prep: \$2.00 per hour. See Article XI (H).
- Graded Helper: \$.75 per hour. See Article XI(C).
- Extra Helper to buff/grind: \$.75 per hour. See Article XI (H).
- Back Welder Helper: \$1.00 per. See Article XI (M).
- Repair Welder Helper: \$.75 per hour. See Article XI (G).
- Helper Straw: \$.75 per hour. See Article XI (J).
- Helper Hot Pay: \$.75 per hour. See Article XI (N).
- Helper Graded End Facing: \$.75 per hour. See Attachment 3 Article IV (D).
- Helper Testing: \$.75 per hour. See Article XXI Special work Hydrostatic Testing paragraph (1).
- Fabrication Helper Graded: \$.75 per hour. See Article XXI Special Work, Fabrication paragraph (1).
- Helper Rough-Cutter: \$2.00 per hour. See Article XXI Special Work, Take-Up paragraph (1).
- Helper Rough-Cutter: \$2.00 per hour. See Article XXI Special Work, Reconditioning paragraph (B) 5.
- Helper Beveller: \$2.00 per hour. See Article XXI Special Work, Take-Up paragraph (3).
- Helper Beveller: \$2.00 per hour. See Article XXI Special Work, Reconditioning paragraph (B) 3.
- Bead Grinder: \$2.00 per hour. See Article XXI Special Work, Marine Barge paragraph (J).
- Helper attending oxygen manifold and acetylene generator on Reconditioning in the Yard: \$.75 per hour. See Article XXI Special Work, Reconditioning paragraph B(6).
- Helper Graded: \$.75 per hour. See Article XXII (A) 3, (B) 2 (C) 2 and Note 6.
- Helper Testing: \$.75 per hour. See Attachment 1, Article II (D)
- Helper Clamp-man: \$.75 per hour. See Attachment 1, Article II (D)
- Welder Helper/Bead Grinder: \$.75 per hour. See Attachment 1, Article II (D)
- Welder Helper/Extra Bead Grinder–Buffer: \$2.00 per hour. See Attachment 1, Article II (D)

(With the exception of back welding, there is no stacking of premiums.)

ATTACHMENT 6

COPY OF SUBSTANCE ABUSE POLICY

AVAILABLE

UPON REQUEST FROM UA OR PLCA

ATTACHMENT 7

COPY OF ALCOHOL MISUSE POLICY

AVAILABLE

UPON REQUEST FROM UA OR PLCA

ATTACHMENT 8

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, AFL-CIO

(As amended effective June 1, 2014)

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. 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.

3. 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.

4. 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 journeymen 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, journeymen 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.

ATTACHMENT 9

STANDARD FOR EXCELLENCE

Member and Local Union Responsibilities

To ensure that U.A. Standard For Excellence platform meets and maintains its goals, U.A. business managers, representatives, shop stewards and members will:

- Keep Safety at the forefront of everything we do.
- Focus on the quality of work being performed and strive to do it right the first time.
- Arrive at work on time every day. Observe lunch and break times. Absenteeism and tardiness will not be tolerated.
- Take care of the tools and equipment supplied by the contractor.
- Adhere to a zero tolerance substance abuse policy and be fit for work at all times.
- Be productive, keep inactive time to a minimum, and eliminate work disruptions.
- Do your part to ensure a safe and on time completion of the Project.
- Show respect for the contractor and customer. Graffiti, vandalism, or any other form of destruction to property will not be tolerated.
- Demonstrate professionalism by dressing for work in an appropriate manner. Offensive words and symbols on clothing, hard hats and buttons is not acceptable.
- Comply with the contractor's and customer's rules and policies.
- Follow safe and reasonable management directives.
- Enhance skill levels by using local and U.A. training classes, and take advantage of the certification system.
- Work with Site Supervision on resolving problems that involve the availability of materials, tools, equipment and information.
- Promptly investigate any jobsite problems and work with the contractor to resolve issues as quickly as possible.
- Accept, abide by and promote the UA "Standard For Excellence."

Contractor Management Responsibilities

- Ensure that the project is fully engaged in the goal of achieving zero accidents. Create and maintain a safe work environment. Provide proper safety training and equipment to all workers.
- Drive the ownership of the quality program down to the general foremen, foremen, and craftsmen so that they can help ensure that work is performed correctly the first time.
- Put in place effective superintendents.
- Return unsatisfactory journeyworkers, and helpers to the union hall with an explanation “why.”
- Treat employees with respect. Recognize their contribution for a job well done.
- Supply necessary tools, equipment, material and information in a timely manner.
- Provide storage areas for tools as required.
- Designate locations where employees will be expected to take breaks and eat lunch.
- Demonstrate leadership and take responsibility for management decisions.
- Provide training that will help workers and jobsite leaders perform at the level required to ensure a successful project.
- Make sure that superintendents work with the jobsite Steward to resolve problems and conflicts.
- Be firm, fair and consistent in disciplinary actions.
- Ensure that there is a adequate number of employees to perform the work and demonstrate to the customer that the job is not over manned.
- Educate superintendents, general foremen and foremen about the purpose, intent and proper use of the UA Standard for Excellence.
- Accept, abide by and promote the UA “Standard for Excellence.”

**NATIONAL PIPELINE INDUSTRY
JOINT POLICY COMMITTEE**

Committee:

International Union of Operating Engineers

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

Laborers' International Union of North America

Pipe Line Contractors Association

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

**RULES AND REGULATIONS
FOR
POLICY COMMITTEE**

These rules and regulations are hereby adopted for the guidance of the Policy Committee established on December 14, 1967, by the Pipe Line Contractors Association; the Laborers' International Union of North America; the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; the International Union of Operating Engineers; and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. They are intended as voluntary procedures 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 procedures 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 in mainline 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 shall continue in full force and effect without a work stoppage for a period of fourteen (14) calendar days following referral of the matter to the Policy Committee.

2. The Policy Committee shall meet on the third Wednesday of each June and upon call of any one of the five members at such place or places as may be mutually agreed upon. The Policy Committee may consider any matter of concern to the 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 members of the Policy Committee shall be entitled to vote.

3. 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.

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 purpose of substantiating its claim to the work in question, and the Policy Committee shall consider all such evidence submitted by any of the parties. A majority decision of the Policy Committee in such jurisdictional disputes shall be final and binding on all parties.

3. Unless otherwise agreed to by the disputing parties, any decision rendered by the Policy Committee shall be for the particular job on which dispute arose.

4. The Policy Committee shall select one of its members to act as Chairman, whose term shall last for one year only and who shall not be eligible for re-election until the representative of each of the other parties has served one year 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 principal members of the Policy Committee shall be entitled to vote.

5. Parties to disputes shall have a right to hearing before the Policy Committee only upon the terms and conditions set out herein. A decision shall be reached as promptly as possible, and not longer than fourteen (14) days after a dispute has been referred to it, unless a longer period has been agreed upon by the interested parties and the Policy Committee.

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 expense.

7. 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.

Executed this 11th day of July, 1968.

Signed By:

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada
Laborers' International Union of North America
International Union of Operating Engineers
International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America
Pipe Line Contractors Association

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 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 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 Pipe Fitting 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

The operation of a portable yard double jointing rack, welder helpers from the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada are required to be employed by the National Pipe Line Agreement between the UA 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 UA 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 the 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 craft jurisdictional lines.

C. It is intended that the composite crew will be used during the preparation, fill, discharge and dismantling process 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 no work performed at night that would belong 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 50 cents per hour above the journeyman rate will be paid to the welders. This requirement for premium pay will not apply when the pipe line contractor has not set up a separate hydrostatic testing crew or when welders on the pipe line contractor's payroll are merely used by the testing contractor.

4. All other provisions concerning hiring, waiting time, travel time, reporting time, and moving time will be applicable as set out in the National Pipe Line Agreements.

Dated January 28, 1970, as amended October 26, 1971.

Decision No. 6
Local Industry Advancement Funds

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

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

August 13, 1970

Decision No. 7
Buffing and Grinding

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

Buffing, grinding, filing or brushing of the bevel in preparation for welding, or in connection with making or completing the weld, is in the jurisdiction of United Association. Buffing, grinding, filing or brushing not done in connection with the preparation or completion of the welding process shall be the jurisdiction of the Laborers' International Union of North America.

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

Decision No. 8
Dressing the Pig

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

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

Dated October 26, 1971

Decision No. 9
Hooking and Unhooking

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

Dated January 29, 1975

Decision No. 10
Urethane Foam Applicator

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

Dated July 6, 1978

Decision No. 11
Removal of Concrete

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

Dated July 6, 1978