



PANHANDLE EASTERN PIPE LINE
An ENERGY TRANSFER Company

Articles of Agreement

between

**Panhandle Eastern
Pipe Line Company, LP**

and

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International,
AFL-CIO, CLC, Local 348

May 29, 2022

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ARTICLES OF AGREEMENT

Between

PANHANDLE EASTERN PIPE LINE COMPANY, LP, hereinafter referred to as “Employer,” or “the Company” and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial, and Service Workers International AFL-CIO, CLC on behalf of Local 348 hereinafter referred to as “Union,” the exclusive bargaining representative for all employees of Employer engaged in the operations set forth in ARTICLE I hereof, excepting “supervisory employees,” technical employees, division clerical employees, office employees, and supervisors with authority to hire and discharge. The term, “supervisory employees” shall not include compressor station operating engineers, pipe line gang-leaders, and any other similar classifications.

WHEREAS, the parties to this Agreement intend to promote an increasing spirit of harmony among the bargaining unit employees and between the bargaining unit employees and Employer, and to insure the most safe and efficient operation of the facilities of Employer.

NOW, THEREFORE, it is understood and agreed as follows:

ARTICLE 1

Operations Covered

This Agreement shall apply to the field bargaining unit employees of the following: Compressor, Pipeline, Cathodic, Gas Measurement, and Field Boosters.

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ARTICLE 2

Term of Agreement

This Agreement shall become effective on the 29th day of May, 2022, and shall continue in effect until the 28th day of May, 2025, and thereafter from year to year subject to amendment or termination by the said parties by at least sixty (60) days written notice by one party to the other party prior to May 28, 2025 or any annual extension. Any provision of this Agreement or any Supplemental Agreement, may be amended at any time by mutual agreement between Employer and the Union.

ARTICLE 3

Bargaining Rights

Employer through its appointed representative will receive bona fide representatives of the Union as the exclusive representative of the bargaining unit employees covered by this Agreement for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other conditions of employment.

ARTICLE 4

Management

The Management of the Employer and the direction of the working forces, including the right to plan, direct, and control the Employer operations, the right to hire, lay off, discharge, promote, demote, or transfer its bargaining unit employees for just cause, the right to introduce

new or improved methods or facilities are vested in the Employer, subject to the provisions of this Agreement, so long as such rights are not exercised for the purpose of discriminating against any bargaining unit employee.

ARTICLE 5

Check-Off of Union Dues

(a) The Employer, where so authorized and directed by an individual bargaining unit employee in writing upon the authorization and direction from being delivered by the Employer to the Union on the date of execution of this Agreement, will deduct regular union dues as fixed by Local 348 from the wages of such bargaining unit employee and remit the same monthly to the Union. Each such dues deduction authorization will be deemed to extend for a period of one (1) year from the date thereof and thereafter until canceled on fifteen (15) days' notice from bargaining unit employee to Employer to that effect. Check-off authorizations now in effect shall remain in effect for a period of one (1) year from the date of this contract and thereafter in accordance with the above provisions. Upon termination of this collective bargaining agreement, the bargaining unit employee may, by written notice to the Employer, revoke the authorization at any time.

(b) The Employer agrees to deduct from the wages of those bargaining unit employees, who are members of the Union and who voluntarily authorize such deductions on forms provided by the Union, the amount specified as the bargaining unit employees' contribution to the United Steel, Paper and Forestry, Rubber, Manufacturing, En-

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ergy, Allied Industrial, and Service Workers International AFL-CIO, CLC.

The Employer also agrees to transmit said payroll deductions immediately to the USW office, together with a list of the names of the bargaining unit employees for whom the deductions have been made and the amount deducted for each such bargaining unit employee.

(c) Reference the “Dues Deduction Authorization” form located in Exhibit “D”.

ARTICLE 6

Strikes and Lockouts

There shall be no cessation of work through strikes or lockouts for the duration of this Agreement. The Union shall not be liable because of any unauthorized strike or work stoppage, provided the Union cooperates with the Employer and uses its good offices and influence to prevent an unauthorized strike or work stoppage, and provided further, in the event such a strike or work stoppage should occur, the Union cooperates with the Employer and exerts its efforts to terminate such strike or work stoppage.

ARTICLE 7

Grievance Procedure and Arbitration

Section 1. All grievances and disputes as to interpretation, application, or alleged violation of any of the provisions of this Agreement, except those concerning a general wage increase, shall be settled in accordance with

this Article. The Employer and the Union agree that it is in the best interest of both parties to resolve disputes at the lowest possible level of this procedure.

Except as provided in Section 3, no grievance or dispute will be considered unless the following grievance procedure is implemented within twenty (20) days from and after the date of the incident giving rise to such grievance or dispute, or the date from and after which the bargaining unit employee learned, or should have learned of the incident. All “days” referred to in this Article 7 are “calendar days.”

Section 2. OPERATIONS DEPARTMENT.

(a) Any bargaining unit employee having a grievance or dispute arising out of this Agreement shall first seek adjustment of such grievance or dispute through oral discussion with his immediate Operations Manager. If he so desires, the bargaining unit employee may be accompanied and assisted by his Union Representative. The Operations Manager shall give an oral answer to such grievance or dispute within seven (7) days.

(b) If the bargaining unit employee does not obtain what he believes to be a satisfactory adjustment of his grievance or dispute, he may then, within ten (10) days thereafter, present the grievance or dispute, in writing, to his immediate Operations Manager for the attention of the Area Director with a copy thereof to his local committee. The Area Director shall give written reply to such written grievance or dispute within seven (7) days, with a copy thereof to the bargaining unit employee’s local committee and Region Committeeman.

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(c) If such written answer fails to satisfy the bargaining unit employee, he may then request that his local committee investigate such grievance or dispute. Such committee, after investigation of the grievance within thirty (30) days after receiving the Area Director's written answer, may submit such grievance in writing to the appropriate Division Vice President, sending a copy to the Senior Vice President of Operations and President of the General Worker Committee. The submission of the grievance or dispute to the appropriate Division Vice President shall be accompanied by a letter from the local committee clearly indicating that it is dissatisfied with the answer of the Area Director and that the decision of the appropriate Division Vice President is sought by a meeting or written reply. The appropriate Division Vice President shall have the option of holding a meeting. At the request of the Union, the Region Committeeman may attend such meeting, if any. If it is determined that a meeting will be held, within seven (7) days of receipt of that grievance in the Division Office, the appropriate Division Vice President shall set a date for such meeting with the local committee in the area affected. Within seven (7) days after such meeting or if no meeting is held, within seven (7) days after receipt in the Division Office of the written grievance, the Division Vice President shall make a written decision. A copy of such decision shall be forwarded to the General Worker Committee and the International Representative.

(d) In the event the procedures outlined in paragraphs (a), (b) and (c), above, have not resulted in an adjustment of the grievance or dispute that is satisfactory to the local committee, the President of the Worker Com-

mittee may, within thirty (30) days after receipt of the decision, request a meeting with the Senior Vice President of Operations. Such meetings will be held in a mutually agreeable location on a quarterly basis pursuant to a mutually agreeable schedule determined on an annual basis for the term of the Agreement. The Company will compensate up to three members of the General Worker Committee for three days of pay at their regular straight time rate to attend said quarterly meetings. A written decision shall be rendered by the Senior Vice President of Operations within twenty (20) days of such meeting.

(e) Pursuant to paragraphs (a), (b), (c) and (d) certain information is required to be delivered in writing. Any such requirement to deliver information in writing hereunder may be satisfied by delivery of an email, provided, such email is delivered in a timely manner in accordance with the applicable requirements set forth above and that the party sending the email can provide confirmation of sending of the email or the party receiving the email provides acknowledgement of receipt of such email.

Section 3. The President of the General Worker Committee may file a class action grievance within twenty (20) days from and after the date of the initial incident giving rise to such grievance or dispute with the Senior Vice President of Operations. A meeting with the Senior Vice President of Operations may be requested. Such meeting will be held on a mutually agreed upon date in a mutually agreeable location. A written decision shall be rendered by the Senior Vice President of Operations within twenty (20) days thereafter. If the Union disagrees with the decision it may proceed to arbitration as pro-

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vided in Section 4.

Section 4. If the Union disagrees with the decision rendered as a result of the procedures described in Section 2(d) and Section 3 within thirty (30) days from the date of the decision, it may refer the grievance or dispute to the Federal Mediation and Conciliation Service for handling according to the voluntary labor arbitration rules then pertaining. The parties shall then jointly request the Federal Mediation Service to submit a panel of seven (7) arbitrators. Each party shall have the right to reject one panel of arbitrators. Strike of the first name shall be determined by the flip of a coin and then the parties shall alternately strike a name until one arbitrator is left. The arbitrator shall be notified of his selection by a letter from the Company requesting that he set a time and place for the hearing, subject to the availability of the Company and the Union representatives. The parties hereto agree to abide by the award subject however, to such rules and regulations as any Federal agency having jurisdiction may impose. All expenses of any such arbitration shall be borne equally by the parties hereto.

The arbitrator is restricted to interpreting, applying, and determining any violation of the provisions of this Agreement and cannot add to, modify, delete, or otherwise change any provision of this Agreement.

Section 5. All grievances arising under these Articles as written or as amended or supplemented and which are to be adjusted pursuant to the terms hereof, shall involve only the terms of this Agreement as they are written at the date of the incident giving rise to the grievance or

dispute and shall not involve any amendment, supplement, or future Articles of Agreement that may have been or may be entered into by the parties hereto.

Section 6.

(a) In the event of discharge or layoff of any regular bargaining unit employee, any such regular bargaining unit employee desiring to file a complaint concerning his discharge or layoff must present such complaint within ten (10) days after the effective date of his discharge or layoff. The complaint must be made through his local committee to the appropriate Division Vice President.

(b) Within seven (7) days of receipt of that grievance in the Division Office, the appropriate Division Vice President shall have the option to set a date for a meeting with the local General Workman Committee in the area affected. Within seven (7) days after such meeting or if no meeting is held, within seven (7) days after receipt in the Division Office of the written grievance, the Division Vice President shall make a written decision. A copy of the such decision shall be forwarded to the General Worker Committee and International Representative.

(c) In the event the procedures outlined in paragraphs (a) and (b) above, have not resulted in an adjustment of the grievance or dispute that is satisfactory to the local committee, the President of the Worker Committee may, within thirty (30) days after receipt of the decision, request a meeting with the Senior Vice President of Operations. Such meetings will be held in a mutually agreeable location on a quarterly basis pursuant to a mutually agreeable schedule determined on an annual basis for the term of the Agreement. The Company will compensate

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up to three members of the General Worker Committee for three days of pay at their regular straight time rate to attend said quarterly meetings. A written decision shall be rendered by the Senior Vice President of Operations within twenty (20) days of such meeting.

(d) For discharge grievances only, following the written decision of Senior Vice President of Operations, either Employer or Union may request a joint meeting to discuss the grievance decision and the Company's basis for the decision. Such meeting will be held on a mutually agreed upon date and shall take place within thirty (30) days of the issuance of the written decision by the Senior Vice President of Operations. The meeting may be conducted in any manner (i.e., telephonically, in person, etc.) that is most practicable for Employer and Union at the time requested. The Company shall compensate one member of the General Worker Committee at their regular straight time rate to attend the meeting.

(e) If the Union disagrees with the decision rendered as a result of the procedures described in subsection (c), within thirty (30) days from the date of the decision, it may refer the grievance or dispute to the Federal Mediation and Conciliation Service for handling according to the voluntary labor arbitration rules then pertaining. The parties shall then jointly request the Federal Mediation Service to submit a panel of seven (7) arbitrators. Each party shall have the right to reject one panel of arbitrators. Strike of the first name shall be determined by the flip of a coin and then the parties shall alternately strike a name until one arbitrator is left. The arbitrator shall be notified of his selection by a letter from the Company requesting that he set a time and place for the hearing,

subject to the availability of the Company and the Union representatives. The parties hereto agree to abide by the award subject however, to such rules and regulations as any Federal agency having jurisdiction may impose. All expenses of any such arbitration shall be borne equally by the parties hereto. The arbitrator is restricted to interpreting, applying, and determining any violation of the provisions of this Agreement and cannot add to, modify, delete, or otherwise change any provision of this Agreement. In the event it is determined that he was unjustly discharged or laid off, he shall be reinstated with all rights and benefits retroactively to the date of discharge except that if;

(1) It is determined by the Company that some discipline is necessary, he may be reinstated subject to other disciplinary action, or

(2) The grievance is decided by Arbitration, the Arbitrator must sustain the discharge or disciplinary layoff if he finds it to be for just cause.

When any such employee is discharged or laid off, he shall be given, either personally or by registered mail to his last known address, a written notice dated and signed by his Operations Manager or other representative of Employer setting forth the reason for such discharge or layoff.

Section 7. Only the time limits specified in Sections 1, 3, and 6 of Article 7 shall be considered by the arbitrator with respect to the timeliness of a grievance, dispute or complaint, The time limits specified in Section 2 and 4 are generally to be followed, but the Company and the Union recognize that delays can sometimes occur and

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agree to extend such time limits upon request of either party for a reasonable period.

ARTICLE 8

Seniority

Section 1. For the purpose of applying seniority, the operations of Employer shall be deemed to be the Operations Department.

Section 2. The Operations Department shall include bargaining unit employees in Pipeline, Cathodic, Gas Measurement, Stores, Compressor and Field Boosters.

Section 3. A bargaining unit employee for good and sufficient health reasons (which reasons shall permit him to perform work at another location or in another classification for which he is qualified) may apply in writing to Employer to transfer to such a location or classification. If approval is given, such bargaining unit employee, without loss of seniority, may transfer at his cost to a location and/or into a classification not filled by bid within a reasonable time after a suitable opening occurs.

Section 4. Seniority shall be determined by length of service with Employer and shall become effective only after six (6) months' continuous service (during which period bargaining unit employees shall be temporary bargaining unit employees), or upon assignment within a shorter period to a regular job classification. Upon the bargaining unit employee being assigned to a regular job classification, his seniority shall be computed from the date of his

latest employment, which shall not be more than six (6) months prior to the date of his regular assignment.

Section 5. Seniority and the employment relationship shall be broken and terminated if a bargaining unit employee:

- (a) Quits or retires.
- (b) Is discharged for just cause
- (c) Is absent from work for three (3) consecutive working days without notification to the Company, unless the bargaining unit employee cannot notify the Company because of a proven physical or mental disability or act of God proven to the satisfaction of the Company.
- (d) Fails to return to work within five (5) working days after notifying the Company of intent to return to work after receipt of a notice of recall from layoff.
- (e) Who commences receiving Long-Term Disability Benefits. However, any such bargaining unit employee who is on Long-Term Disability Benefits will have up to two (2) years to be recalled to active employment provided the bargaining unit employee meets all requirements of the position to which he/she is returning and shall have all seniority earned before termination reinstated.
- (f) Who is on Worker's Compensation for more than three (3) years.
- (g) Works for another employer during a leave of absence which he requested. This subsection shall not be applicable for leaves of absence granted to bargaining unit employees engaging in work pertaining to the business of the General Worker Committee of the Union or to become a full-time employee of the Union.
- (h) Fails to report for work at the termination of a

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leave of absence or any authorized extension thereof.

If a former bargaining unit employee is re-employed subsequent to his termination for an above stated cause, he shall be considered a new bargaining unit employee.

Section 6. Bargaining unit employees who have been laid off and who still retain their seniority shall have the following rights:

(a) The senior regular bargaining unit employee laid off shall be the first person hired if available. In no event, shall new bargaining unit employees be hired if laid-off regular bargaining unit employees are immediately available. If new bargaining unit employees are hired they shall be displaced when laid-off bargaining unit employees become available. Any person hired to fill a vacancy shall be considered as working temporarily until said job has been assigned in accordance with Section 2 of Article 9 – Filling a Vacancy and Upgrading. A copy of the job bulletin covering said vacancy shall be sent to any laid-off regular bargaining unit employee who did not have the option to exercise any demotional rights before being placed on layoff. Such job bulletins shall be sent by United States mail, postage prepaid, to the bargaining unit employee at his last known address. It is the obligation of the bargaining unit employee to advise the Company of any change of address. Should a job bulletin be returned to the Company (Returned to Sender) as undeliverable, the Company shall not be obligated to mail any further job bulletins to that bargaining unit employee unless he notifies the Company of his new address.

(b) All regular bargaining unit employees laid off who have seniority rights shall be eligible to bid on all

system wide job bulletins.

Section 7. The official seniority list established under the July 7, 1943, Agreement shall remain as established, except as to bargaining unit employees returning from military service, as otherwise provided for in this section. The official seniority list shall be supplemented quarterly and at all reasonable times shall be available to the Worker Committee. Also, at all reasonable times, the appropriate Worker Committee may have access to daily time reports or payroll records to verify disputed seniority dates and service records.

Section 8. A regular bargaining unit employee who has been displaced for any reason beyond his control, except as provided in Article 14-Military Service, may displace any of the following bargaining unit employees whose assignment he is reasonably qualified to fill; provided that in no instance shall a bargaining unit employee displace a bargaining unit employee in a higher rate group bracket, nor shall a bargaining unit employee displace another bargaining unit employee having more seniority; provided further that if a bargaining unit employee is attempting to displace an employee in the Welder Helper classification who has a current stencil, such bargaining unit employee must also have a current stencil:

(a) The junior bargaining unit employee in any classification at the location where employee reports for work.

(b) The junior bargaining unit employee in any classification in the particular group where such bargaining unit employee is employed. "Group" for the purpose of

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applying this provision shall be and include those bargaining unit employees in the same activity, who are in the same reporting location group as such locations are described and set forth in Exhibit B.

(c) The junior bargaining unit employee in any classification in the division in which such displaced bargaining unit employee was headquartered, or the junior bargaining unit employee in any classification in the Operations Department. For the purposes of applying this section, there are two (2) Divisions, the Central Division and the Eastern Division. The boundaries of these two divisions shall be established by the Company and may be changed from time to time by the Company. It is further understood that Division and Area boundaries for bumping purposes during the term of this Agreement between the parties shall be as shown on Exhibit "B" attached.

(d) Any bargaining unit employee in classifications not filled by bid.

Section 9. In the event two bargaining unit employees have the same seniority date, the bargaining unit employee who is senior in age shall be considered the senior bargaining unit employee.

Section 10. During four (4) months from the date of promotion or transfer of any bargaining unit employee from a job within the bargaining unit to a supervisory job with the Employer and during four (4) months from the date of promotion or transfer of any bargaining unit employee from a job within the bargaining unit to a non-supervisory job with the Employer but outside the bargaining unit,

such bargaining unit employee shall retain and accumulate his seniority. Within the applicable period of time as hereinabove set forth, any such bargaining unit employee shall have the right to retract to the same job he held at the time of his promotion or transfer in the event (1) he is unable, in Employer's sole judgment and discretion, to discharge satisfactorily the responsibilities of such new position, or (2) his new job is abolished, or (3) he himself prefers, for any reason, not to retain such new position. Any job in the bargaining unit which is vacated by any such bargaining unit employee by reason of such promotion or transfer shall be filled on a temporary basis until filled by assignment of successful bidder. The job vacated as a result of such promotion or transfer shall be opened for bidding not later than fifteen (15) days prior to expiration of whichever of the above described periods of time is applicable to the particular bargaining unit employee whose job in the bargaining unit has been vacated, but notwithstanding the posting of such job bulletin such bargaining unit employee shall have the right to return to his former job at any time within the four (4) month period (in which event the job bulletin will be canceled) provided, however, that all rights of such bargaining unit employee under this collective bargaining agreement shall cease and terminate at the expiration of such four (4) month period, or at the time the job bulletin expires in the normal course, whichever first occurs.

Section 11. Any regular bargaining unit employee who, after April 1, 1964, is promoted or transferred from a job within the bargaining unit to a supervisory or non-supervisory job with the Employer and who has not

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retracted under Section 10 shall, for and during the time he continues to hold such supervisory or non-supervisory job with Employer, but in no event more than three (3) years beyond the termination of said four (4) month period, maintain his original seniority in the bargaining unit as of the date of his promotion or transfer plus four (4) months, and any such bargaining unit employee may, during said maximum period, be demoted by Employer at the Employer's sole judgment and discretion to the lowest bid classification in the group or department from which he was promoted or transferred.

Section 12. Except as may otherwise herein be expressly provided for, no bargaining unit employee shall be permanently transferred from one location to another location; provided, however, that in event Employer desires to relocate an entire group, of which said group an Operations Manager is in immediate charge, and at the common headquarters or location of which group said Operations Manager maintains his office, the foregoing prohibition shall not apply to the transfer of such group, provided further, however, that in the event of the proposed transfer of such group from one location to another location, each bargaining unit employee of such group, according to seniority and classification, shall be afforded the opportunity of either being transferred or being laid off and resting on his demotional rights, all bargaining unit employees not accepting transfers to the new location to be laid off at the old location and equivalent jobs shall be bid at the new location. No such transfers shall in any event involve relocation beyond the boundaries of the area or other comparable admin-

istrative area as the same may be established from time to time by the Company in which said group is located. Provided, further, that in the event an entire group as described in this Section 12 is temporarily assigned to a designated work site for a period that exceeds sixty (60) work days in a calendar year, such entire group will be relocated to the temporary work site in accordance with the provisions of this Section 12.

Section 13. It is understood and agreed that this Article shall not be used to cause or effect discrimination.

ARTICLE 9

Filling a Vacancy and Upgrading

Section 1.

(a) Shift Workers.

(1) All classifications posted shall be filled for the duration of that schedule; however, if a temporary vacancy occurs, which is unanticipated, supervision may choose not to fill such vacancy.

So long as shift work is required for continuous operation of non-automated stations the posted classifications shall include Operator "A". Should shift work be required for continuous operations of an automated pipeline compressor station that posts the Operator "A" classification on the location weekly work schedule, the Company shall utilize Operator "As" and upgrade Operator "As". If the location does not post the Operator "A" classification on the location weekly work schedule the Equipment Analyst will be utilized if available, and if additional personnel are required the Company will utilize

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other qualified bargaining unit employees.

(2) (A) With respect to filling such vacancies where no overtime is involved, Employer shall:

(i) Assign a bargaining unit employee in the same classification; if none are available,

(ii) And if such vacancy is in the Operator "A" classification, Employer shall upgrade and call out the senior reasonably qualified bargaining unit employee, provided that for any day shift vacancy, any available reasonably qualified bargaining unit employee who has volunteered for the rotation for stand-by call outs under Article 13 Emergency Call Outs & Overtime, Section 8 (d) (2) shall be upgraded first by seniority.

(iii) Employer shall upgrade the senior qualified day worker; provided that for any day shift vacancy, any available reasonably qualified bargaining unit employee who has volunteered for the rotation for stand by call-outs under Article 13 Emergency Call Outs & Overtime, Section 8 (d) (2) shall be upgraded first by seniority if none are available,

(iv) Employer shall assign a day worker from an equal classification provided he is reasonably qualified for the classification to which he is being

assigned, including successful completion of the job qualification exam for that classification.

(B) With respect to filling such vacancies where overtime is involved, Employer shall:

(i) hold over a bargaining unit employee in the classification in which the vacancy exists unless holding over would cause the bargaining unit employee to work more than sixteen (16) hours in any given 24-hour period or the bargaining unit employee has good reason not to hold over as determined by supervision; if none are available,

(ii) Employer shall call out a bargaining unit employee in the same classification; if none are available,

(iii) And if such vacancy is in the Operator "A" classification, Employer shall upgrade and call out the on-call Upgrade Operator "A"; if none are available or the vacancy is not in the Operator "A" classification, Employer shall call out the senior reasonably qualified upgrade

(C) These provisions shall not obligate the Employer to cause any bargaining unit employee to work sixteen (16) hours for a third consecutive 24-hour period.

(b) Day Workers.

Temporary vacancies may be filled by either:

(1) Assigning a day worker or shift worker from an equal or higher classification provided he is

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reasonably qualified for the classification to which he is being assigned, including successful completion of the job qualification exam for that classification, if any, or

(2) Upgrading the senior reasonably qualified bargaining unit employee at the designated work site or location where the work is to be performed provided that for any day shift vacancy, any available reasonably qualified bargaining unit employee who has volunteered for the rotation for emergency call-outs under Article 13 Emergency Call Outs & Overtime, Section 8 (d) (2) shall be upgraded first by seniority except as provided in section 1 (b) (3) of this Article.

(3) When a temporary vacancy in the following classifications is to be filled by an upgrade, the Employer shall fill the vacancy as follows:

(A) For Equipment Operator, the bargaining unit employee qualified to operate all the Equipment Operator equipment at the location in order of seniority; if no such bargaining unit employee is available, then the bargaining unit employee qualified to operate the necessary equipment in order of seniority;

(B) For the Welder, the Welder's Helper with stencil in order of seniority; if no such bargaining unit employee is available, then the bargaining unit employee with stencil in order of seniority.

(c) Whenever the Employer, in its sole discretion, determines that a vacancy other than a temporary vacancy exists in any classification, the Employer will post a job bulletin covering such classification at the affected location within sixty (60) days of the occurrence of the vacancy. Nothing in this subsection (c) shall require the

Employer to fill any vacancy or limit the Employer's right to abolish jobs or reduce the workforce.

Section 2.

(a) All regular assignments are to be made by means of job bulletins, except as otherwise herein provided.

When the Company determines that it will fill a regular job assignment, it may poll local bargaining unit employees for general interest in the job assignment, if interest exists such assignment shall be available to be bid upon during the first five (5) calendar days after posting, as hereinafter described, only by bargaining unit employees regularly assigned to the reporting location where the open assignment exists, including bargaining unit employees currently on leave of absence from that reporting location. The open assignment shall be filled in accordance with seniority and qualifications, and, except as limited by the last paragraph of this Section 2, may be filled by a lateral or downward bid. Solely for the purposes of this Article 9 Filling a Vacancy and Upgrading, Section 2 (a), Jackson, Lee 8 and Howell will be considered one reporting location. If no interest exists or if, after such five (5) day period, no qualified bidder has been awarded the position at the location, the open assignment will be posted as soon as practicable system wide and shall be subject to the job bidding requirements hereinafter set forth in Section 2(b) below.

(b) In the case of an open regular job assignment posted for system wide bidding, all bargaining unit employees, including laid-off regular bargaining unit employees as provided in Section 6(b) of Article 8 Seniority, shall be informed of the open assignment by means of

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the aforesaid job bulletins posted on location bulletin boards. After posting, bids must be submitted within ten (10) days from the date of the system wide job bulletin, and the job assignment will be awarded to the senior reasonably qualified bargaining unit employee within ten (10) days after bids are closed. If no bid is received or if no bid is received from a reasonably qualified bargaining unit employee, the job may be filled by Employer from any other source; provided, no bargaining unit employee shall be required to accept such appointment against his wishes. In the event such bargaining unit employee is unable to qualify for the assignment, he shall retract, at his own expense, to the job from which he bid, if such job still exists, and bids on such job shall be cancelled. If such former job does not exist, then such bargaining unit employee shall be entitled to all demotional rights provided for in Section 8 of Article 8 Seniority, and for the purpose of exercising such demotional rights such bargaining unit employee shall be deemed to be a member of the group in which he was employed on the date of his disqualification and shall be deemed to be in the particular rate group bracket to which the classification such bargaining unit employee held at the time of his disqualification or his immediately prior classification, WHICHEVER IS THE LOWER, would entitle him, and in the event of such bargaining unit employee's failure to exercise such demotional rights within thirty (30) days following such disqualification, such bargaining unit employee shall then be considered as laid off and thereafter cannot exercise demotional rights until re-employed and such bargaining unit employee shall, in accordance with Section 5 of this Article, retain his seniority rights for two

(2) years.

Whether or not the job assignment requires the successful bidder to move to a new location, and except as may hereinafter be provided, the successful bidder shall work out, in his old classification, his latest work schedule which is on the bulletin board at the time the notice of job assignment is received at his location and placed on the bulletin board. If the job assignment requires the successful bidder to move to a new location, such bargaining unit employee shall report for work at such new location as soon as practicable after the last scheduled day worked by him at his old location, and in any event not more than five (5) calendar days after the last scheduled day worked by him at his old location, provided, however, if the successful bidder is on vacation at the time the job assignment is received at his location and placed on the bulletin board, and if such successful bidder thereafter notifies his immediate supervisor of his desire to move to the new location during his vacation, then he shall not thereafter be placed on any work schedule at his old location and shall report to work at his new location on the first day of the work week following the termination of his vacation. Absent such notification by such vacationing bargaining unit employee to his Operations Manager, such bargaining unit employee shall automatically be scheduled at his old location for the first week following the end of his vacation. A successful bidder who is required to move to a new location shall not receive the rate of pay in any higher classification to which he has been assigned until he actually commences work at the new location, provided, however, that if the successful bidder commences his vacation prior to the date

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on which the job assignment is made to him and if the assignment is one which does not require him to move to a new location, he shall be entitled to the rate of pay in such higher classification commencing with the work week next following the work week covered by the latest work schedule which is on the bulletin board at the time the notice of job assignment is received at his location and placed on the bulletin board. Notwithstanding the foregoing, the successful bidder may delay moving from his old to his new location in case of any emergency if, as a consequence of such emergency, such delay is mutually agreed upon by Employer and bargaining unit employee.

A bargaining unit employee vacating a primary job classification in Class 1, 2 or 3 to accept a new job assignment awarded through job bidding may not bid back to his vacated primary classification at his former location for a period of ninety (90) days from the time of his assignment to the new job. If a bargaining unit employee accepts a new job assignment awarded through job bidding and remains at the location where he vacated his former primary classification, he may not rebid said former primary classification for a period of ninety (90) days from the time of his assignment to the new job.

Section 3. All job assignments filled on a temporary basis except those occurring by reasons of non-military leaves of absence, personal injury, illness, and vacations shall be open for bidding within thirty (30) days. The procedure for filling such job assignments shall be the same as that provided for regular assignments in the preceding section.

Section 4. A vacancy occurring by reason of a bargaining unit employee's entering military service on leave of absence shall be open for bid within thirty (30) days in the same manner as a regular opening.

Section 5. "If a regular bargaining unit employee is laid off or displaced for any reason beyond his control and does not exercise his demotional rights within three (3) working days exclusive of the day on which the layoff or displacement occurs, he shall be considered to be on leave of absence without pay for thirty (30) days, provided, however, that if, prior to the expiration of said three (3) day period and prior to such displaced bargaining unit employee's actual exercise of his demotional rights, a vacancy occurs in the primary classification held by the displaced bargaining unit employee at his former location and the Employer has authorized said vacancy to be filled, then such displaced bargaining unit employee may retract to said vacancy." If, within such thirty (30) days' time, he does not exercise his demotional rights, he shall be considered as laid off and thereafter cannot exercise demotional rights until reemployed. Such bargaining unit employee shall retain his seniority rights for two (2) years.

ARTICLE 10

Shift Workers-Day Workers

All work shall be performed by bargaining unit employees termed "shift workers" or "day workers". The term "shift workers" shall mean bargaining unit employ-

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ees who are employed for specific periods in the course of continuous operations regularly carried on during two (2) or more shifts a day, seven (7) days a week, rotating each one (1), two (2), or four (4) weeks. All other bargaining unit employees shall be designated "day workers".

ARTICLE 11

Shift Differentials

Bargaining Unit employees working on shift during any hours between 4:00 P.M. and 12:00 Midnight shall be seventy-five cents (\$0.75) an hour above the base rate for the classification. The differential to be paid bargaining unit employees working on the shift during any hours between 12:00 Midnight and 8:00 A.M. shall be one dollar twenty-five cents (\$1.25) an hour above the base rate for this classification.

In the event a regular day worker, that is, any bargaining unit employee not normally working rotating shifts, is required to work overtime, either before or beyond his normal hours, he will not be covered by the above provision as to differentials over the base rate, unless such hours are on a job which is normally done by shift workers.

In the event a day worker's schedule is changed to hours other than hours between 6:00 A.M. and 6:00 P.M. such scheduled bargaining unit employee will be paid the applicable differential for such hours worked outside the hours of 6:00 A.M. to 6:00 P.M.

ARTICLE 12

Hours of Work

Section 1. Monday shall be the first day of the work week and all work schedules shall be electronically posted on the preceding Wednesday.

Section 2. The regular hours of work shall be forty (40) hours per week consisting of either

- (a) eight (8) hours a day, five (5) days a week; or
- (b) ten (10) hours per day, four (4) days per week.

Section 3. Bargaining unit employees' days off will be consecutive wherever practicable and Sunday shall be one of the days off; provided that, in locations where relief bargaining unit employees are necessary to carry on operations seven (7) days a week, such bargaining unit employees may be scheduled for days off which do not include Sunday.

Section 4. Shift changes shall be made each one (1), two (2), or four (4) weeks. In the event the shift workers affected and the Employer agree on four (4) week work schedules, such schedules may be supplemented two (2) weeks after posting. Shift workers' work schedules may be changed any time without penalty to Employer when change is due through no fault of the Employer.

Section 5. A normal shift day shall consist of three (3) eight (8) hour shifts.

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Section 6. The normal time for daily shift changes shall be eight (8) A.M., four (4) P.M. and twelve (12) Midnight.

Section 7. With the approval of the Company, bargaining unit employees in the same classification may exchange shifts or days off provided such exchange will be completed within a workweek common to both parties, that the change does not cause any increased cost to the Company, and that the change does not cause any bargaining unit employee to be on duty more than sixteen (16) hours out of any twenty-four (24) hour period. However, such exchanges will not be recorded on the posted work schedule; in addition, bargaining unit employees will be paid in accordance with the posted work schedule. Provided, further, that bargaining unit employees who exchange shifts under this section shall not receive any payment under Article 13 Emergency Call Outs & Overtime as a result of such exchange.

ARTICLE 13

Emergency Call Outs & Overtime

Section 1.

(a) If a bargaining unit employee who is not at work receives a telephone call which requires him to perform work for Employer during the course of such telephone call, such bargaining unit employee shall be paid for a minimum of one (1) hour at his overtime rate of pay; provided that the one (1) hour of pay shall cover any calls received during the first hour (i.e. first sixty (60) minute window). To the extent that the bargaining unit employee receives additional calls after the first hour (i.e.

more than sixty (60) minutes from the first call), such calls shall entitle such bargaining unit employee to a minimum of one (1) hour at his overtime rate of pay; again provided that the one (1) hour of pay shall cover any calls received during the hour (i.e. sixty (60) minute window from the call). Treatment of pay for calls received during additional hours shall be the same. Provided, further, that, such bargaining unit employee shall not be entitled to any pay under Section 1(b) of this Article unless he is required to return to a work site to perform work. For the purposes of this paragraph (a) of this Section 1, the term “performs work” shall mean that the bargaining unit employee actually engages in services for and on behalf of the Employer at the request of any employee or supervisor of Employer and shall not include such things as answering a phone call in order to provide information concerning the location of a piece of Employer’s equipment or materials; and/or responding to a page, unless such response involves performing services.

(b) If work is not required of a bargaining unit employee who has been requested to return to work outside of his regular working hours, he shall be paid for three (3) hours at his regular straight time rate. If work is required, he shall receive pay for actual time worked at one and one-half times his regular rate or for four (4) hours’ time at his regular straight time rate, whichever is the greater; provided, if such bargaining unit employee works into his regularly scheduled work day, the four (4) hour minimum rule shall not be considered as call-out time. If a bargaining unit employee is required to continue working beyond his normal quitting time, such continued work shall be overtime.

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(c) If a bargaining unit employee who is not at work and who is assigned a Company vehicle for take home emergency response use receives a telephone call which requires him to perform work at the normal reporting location, such employee will be paid from the time the bargaining unit employee receives the call until the work is completed and the bargaining unit employee leaves the normal reporting location. If work is required by such bargaining unit employee at a work site other than the normal reporting location, the bargaining unit employee will be paid from the time the bargaining unit employee receives the call until he returns to his residence or other originating location, whichever time is less.

(d) If a bargaining unit employee who is not at work and who is not assigned a company vehicle for take home emergency response use receives a telephone call which requires the bargaining unit employee to leave his/her residence or other originating location to report to the bargaining unit employee's normal reporting location to perform work at the normal reporting location, such employee will be paid from the time the bargaining unit employee receives the call until the work is completed and he leaves the normal reporting location.

Section 2. A Repairman, who is within the first 6 months of employment, who reports at the scheduled time shall receive three (3) hours pay at his regular straight time rate if he has not been notified prior to leaving his home that work is not available for him.

Section 3. If a Repairman, who is within the first 6 months of employment, works four (4) hours or less in

any one (1) day, he shall receive four (4) hours pay at his regular rate. If he works over four (4) hours, he shall receive his regular rate of pay for the hours worked. A full day's work shall be provided all regular bargaining unit employees reporting as scheduled.

Section 4. When a bargaining unit employee's hours are changed subsequent to posting, (except in connection with his usual shift changes) the bargaining unit employee shall receive sixteen (16) hours' notice prior to the posted scheduled start time. If Employer fails to give such bargaining unit employee the required notice, Employer shall pay bargaining unit employee time and one-half his regular rate of pay for the first two (2) days worked on his new schedule. Nothing in this section shall prevent Employer from changing a day worker's hours to between 6:00 A.M. and 6:00 P.M. without payment of overtime.

Section 5. Any bargaining unit employee required to work on his scheduled day off shall receive pay at the rate of time and one-half for work performed on that day.

Section 6. The provisions of Section 4 and 5 of this Article shall not apply to any shift change and working on scheduled days off occasioned by compliance by Employer with provisions of Article 9 Filling A Vacancy And Upgrading, Section 1(a) and (b).

Section 7. Overtime rates of time and one-half the regular rates of pay shall be paid for all work required by Employer to be performed by hourly paid bargaining

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unit employees in excess of either eight (8) or ten (10) hours in any prescheduled day or forty (40) hours in any one week. Bargaining unit employees shall be paid for all overtime work in any week, and no bargaining unit employee shall be required to take time off to offset overtime previously worked. In the event an employee is called out and works 8 hours or more before the start of the regular scheduled work day, the employee will be paid OT for all hours continuously worked. In the event of hold over, the employee will be paid OT for all hours continuously worked.

Time and one-half shall be paid to hourly bargaining unit employees for scheduled days off worked as provided in Section 5 and shift changes as provided in Section 4, except when nullified as provided in Section 6; provided, that overtime or premium rates (one and one-half or two and one-half times) shall not be pyramided nor shall any other hours be pyramided. Other than hours entered for vacation, bereavement and/or jury duty, hours for which a bargaining unit employee is compensated but does not work shall not be used in computing overtime hours.

Section 8. Additional rules governing overtime hours are as follows:

(a) Overtime shall be considered to refer to overtime hours which have been compensated to a bargaining unit employee in accordance with Section 7 of this Article.

(b) (1) Bargaining unit employees in all classifications shall be assigned overtime at the sole discretion of the Operations Manager in order to meet the operating needs of the Employer.

(2) Holdover work in all classifications will be given first to bargaining unit employees who are working on the job for which such overtime is required. In the event the number of bargaining unit employees required for holdover is more or less than the number of bargaining employees working on the job, such overtime shall be assigned at the sole discretion of the Operations Manager in order to meet the operating needs of the Employer.”

(3) Planned overtime will occur when work is identified and planned in advance for a time period that is outside the posted work schedule. The Planned Overtime will be assigned first to the classification holder for the work required, next to the senior qualified upgrade. If additional help is required, the Class III bargaining unit employee on duty will be given overtime first. If additional help is required, qualified personnel will be utilized.

(4) Emergency Call Out/Call Out Overtime occurs after a bargaining unit employee completes his scheduled work for the day, as posted on the work schedule, and leaves the work site and then is later called back to work immediately to respond to an emergency or perform unforeseen duties. The appropriate bargaining unit employee will receive the call out per classification requirements. If additional help is required, the Class III bargaining unit employee on duty will be called first. If additional help is required, qualified personnel will be called.

(c) Bargaining unit employees are required to provide Employer with a telephone number at which they can be reached to respond to call-outs.

(d) (1) Employer has the right to assign cell phones

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to bargaining unit employees in order to respond to call outs. When contacting bargaining unit employees to respond to emergency call outs, Employer will call the home phone number first, then the assigned mobile device (cell phone).

(2) The primary classification holders(s) may volunteer to be assigned a cell phone. Additionally, the primary classification holder(s) and upgrade(s) as well as any other qualified bargaining unit employees may create a voluntary rotation of the assigned cell phone. In the absence of a volunteer, or voluntary rotation, the Company will designate a rotation which will include the primary classification holder(s) and one (1) upgrade if necessary. If multiple qualified upgrades are available, the most junior reasonably qualified upgrade will be placed in the rotation.

(3) The Company will provide necessary training to ensure that there will be at least two (2) bargaining unit employees available whenever a cell phone rotation is required by the Company.

Section 9.

(a) A day worker required to work more than ten (10) hours in one day shall be furnished a meal at the work location whenever it is reasonably possible to do so at the Company's expense in an amount not to exceed \$15.00. Additional meals shall be supplied when reasonably possible to do so at five (5) hour intervals thereafter. So long as the bargaining unit employee continues such overtime work, he shall be permitted to eat meals so provided on Company time. However, when a bargaining unit employee is not at work and is notified of any

overtime assignment at least two (2) hours prior to his requested reporting time, he will not be eligible for meals under this section for the first eight (8) hours of working time. Receipts may be required at the request of supervision.

(b) Shift workers required to work two (2) hours overtime will be furnished one (1) meal at the plant site. Thereafter, if they continue to work overtime, they will be furnished additional meals at the plant site at five (5) hour intervals.

(c) The parties acknowledge that conditions may be such as to make it wholly impracticable to supply a meal or meals as contemplated above, and, in recognition of such possible practical difficulties in doing so, the parties agree that any bargaining unit employee entitled to a meal or meals in accordance with the foregoing requirements shall be entitled to be paid \$27.00 year 1, \$28.50 year 2 and \$30.00 year 3 on the employee's next available pay check for each of such meals so failed to be supplied by Employer, but the Employer shall not be charged for any payroll time in connection therewith.

(d) The bargaining unit employee shall have the option of eating the company furnished meal or being reimbursed the \$27.00 year 1, \$28.50 year 2 and \$30.00 year 3 in either subsection (a), (b), or (c) of Section 9.

(e) In the event a bargaining unit employee is required to be away from his regular place of employment on Employer's business and is being paid a per diem as described in Article 26 Transportation, Section 2, the bargaining unit employee would be eligible for an overtime meal after the bargaining unit employee has worked seven (7) hours beyond his scheduled quitting time.

ARTICLE 14
Military Service

Section 1. Rights and benefits of regular bargaining unit employees who serve in the Armed Forces of the United States, shall be set out in the Employer's Policy Regarding Military Service. Subject to the provisions of said Policy, as it may be amended from time to time, a regular bargaining unit employee shall hold and accumulate seniority during his service on leave of absence from the Company in the Armed Forces of the United States and for ninety (90) days after military discharge and, if within said ninety (90) day period such bargaining unit employee shall report to Employer in a physically and mentally fit condition for employment, may displace any bargaining unit employee in his department who has less seniority and whose job he is qualified to fill, or may be qualified to fill after a "break-in" period of thirty (30) days, including competent supervision and instruction on the job, provided, that, he must displace the junior bargaining unit employee in the classification at the location involved. Any bargaining unit employee displaced because of the return of other bargaining unit employees from the Armed Forces may displace any bargaining unit employee in his rate group bracket, or any lower rate group bracket, who has less seniority, and whose job he is qualified to fill or may be qualified to fill after a reasonable "break-in" period of thirty (30) days, provided, that he must displace the junior bargaining unit employee in the classification at the location involved.

Section 2. All bargaining unit employees not classified as

“regular” bargaining unit employees who leave employment with Employer to enter the Armed Forces of the United States, shall, upon application for reemployment within ninety (90) days after date of military discharge, be restored to a position of like seniority, status and pay as when he entered the Armed Forces, subject to any changes in classification and increases in rates of pay. The seniority date of any such bargaining unit employee shall commence with the date of his latest employment by Employer prior to entering military service, effective only, however, after the period of continuous service of such bargaining unit employee with Employer immediately prior to his entering the Armed Forces, when added to the period of continuous service of such bargaining unit employee with Employer immediately following his re-employment by Employer, equal to six (6) months. Such bargaining unit employee may displace the junior bargaining unit employee in the same classification in the particular group where such bargaining unit employee was employed at the time he entered the Armed Forces. In the event there is no junior bargaining unit employee in said location, upon written notice received by Employer within ninety (90) days after date of military discharge, such bargaining unit employee may elect to take a laid-off status commencing as of the date Employer receives such notice. In the case of any bargaining unit employee not classified as a “regular” bargaining unit employee who, prior to his attaining such status as a “regular” bargaining unit employee, is required by reason of his membership in the National Guard or in a military reserve unit, to leave work in order to fulfill his military obligations shall not, for that reason, suffer any break in the “Continu-

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ous Service” of six (6) months duration required of him as a condition precedent to his attaining the status of a “regular” bargaining unit employee, but such bargaining unit employee shall not attain the status of a “regular” bargaining unit employee until he has worked, following his return from such enforced absence from work, for the aggregate period of six (6) months (adding together the service before and after the enforced absence for the aforesaid reasons) PLUS a period of time equivalent to the period of such enforced absence from work.

ARTICLE 15

Leaves of Absence

Section 1. If a bargaining unit employee desires a leave of absence to engage in work pertaining to the business of the General Worker Committee of the Union or in connection with the discharge of occasional administrative responsibilities for the Local of which bargaining unit employees are members, such leave, without pay, will be granted by Employer upon five (5) working days notice to Employer and , provided that such leave will be granted to not more than two bargaining unit employees in each state in which Employer’s pipeline system is located. Except with the prior consent of Employer, such unpaid leave of absence shall not be granted for a continuous period in excess of twelve (12) months. Intermittent unpaid leaves of absence for unpaid Union business shall be identified by the Union Office and submitted to Management in December of each year for the following year. Unpaid Leaves of Absence not identified in December of

the preceding year shall be submitted to Area Management for approval five (5) working days before the unpaid leave of absence is to commence. Once a bargaining unit employee has been on such leave of absence for periods up to six (6) months and has returned to his job, he shall not be granted another leave of absence in excess of three (3) weeks' duration until he has remained on his job for a period of at least six (6) additional months. Not more than a total of twenty-four (24) months' leave will be extended to any bargaining unit employee during the tenure of his employment with Employer, except upon the prior consent of Employer. Conditions permitting, this section shall not preclude additional bargaining unit employees in any state from obtaining leaves of absence not exceeding three (3) weeks' duration at any one time for Union Committee Meetings or Conventions. Bargaining unit employees granted leaves as provided here shall hold and accumulate seniority during such leaves.

Section 2. Upon written request of the Union and an appropriate application by the bargaining unit employee, the Employer will grant indefinite leaves of absence to not more than three (3) bargaining unit employees whenever such bargaining unit employees become full time bargaining unit employees of said Union or of any Local of which the bargaining unit employees are members. No bargaining unit employee who has accumulated less than three (3) years seniority with Employer shall be eligible for leave of absence under this section. The job vacated by any bargaining unit employee placed on leave of absence under this section shall be posted for bid within thirty

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(30) days after the expiration of six (6) months from the date of commencement of said leave of absence unless such bargaining unit employee has, prior to that time, returned to his job. No bargaining unit employee who has been on such leave of absence for as long as an aggregate of six (6) months and who has returned to his job shall be granted another leave of absence under this section until he has remained on his job for a period of at least six (6) months. Any bargaining unit employee granted a leave of absence under this section, whose job has been bid during his absence shall have the right to return to the classification held at the time of accepting the full time Union position provided his seniority is greater than that of the incumbent; if the returning bargaining unit employee is not senior to the incumbent or if the job no longer exists, the returning bargaining unit employee may exercise his demotional rights as provided in Article 8 - Seniority, Section 8. The Union shall promptly notify Employer of the date as of which the full time employment by the Union of any bargaining unit employee granted a leave of absence under this section has terminated. Any bargaining unit employee granted a leave of absence hereunder shall hold and accumulate seniority during such leave.

Section 3. Bargaining unit employees who are granted leaves of absence for any purpose not to exceed one year, except as otherwise provided, shall hold and accumulate seniority during such leaves.

Section 4. Notwithstanding anything to the contrary contained in this or any other section of these Articles of Agreement, no bargaining unit employee who has been

granted a leave of absence shall be entitled to any of the vacation benefits set forth in Article 18 -Vacations unless such bargaining unit employee shall have actually worked or been on the active payroll of the Employer for at least eight (8) months during the calendar year preceding that in which the vacation would normally be taken.

Section 5. If a bargaining unit employee who in the Company's determination is required to have a valid vehicle Operator's license has such license revoked due to a violation of the state motor vehicle code, such bargaining unit employee will be disqualified and may not displace another bargaining unit employee. Such disqualified bargaining unit employee shall be placed on a leave of absence and must be the successful bidder on a job bulletin to return to the active payroll. Provided, however, that this Section 5 shall not apply to a bargaining unit employee whose license is revoked due to the proper use of prescription medication.

ARTICLE 16

Non-Discrimination

Section 1. There shall be, no retaliation, coercion or intimidation of, or discrimination against, any bargaining unit employee by Operations Manager, Area Director, or any other persons in the employ of or representation of either Employer or Union.

Section 2. Neither the Company nor the Union shall discriminate in any way against bargaining unit employee

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because of age, race, color, creed, sex, religion, point of national origin, physical or mental handicap, or because of his/her disabled veteran or veteran status.

Section 3. The use of the masculine gender in any provisions of this Agreement shall not be deemed to indicate any distinction based on sex, but shall be deemed to include the feminine gender wherever it is found.

ARTICLE 17

Holiday Pay

The Union adopts the same Holidays schedule available to Company employees (i.e. ten (10) fixed holidays set by the Company each year). Floating and personal holidays will be eliminated effective January 1, 2013. Company will permit bargaining unit employees to participate in any discretionary holidays approved by management, subject to acknowledgment that award of such discretionary holidays shall not be guaranteed on an annual basis and any such discretionary holiday shall not establish a past-practice

Section 1. All bargaining unit employees affected by these Articles of Agreement who are required to work on any of the Company's ten (10) fixed holidays or any other discretionary holiday, as described above, shall receive pay at the rate of double time and one half for all hours worked on such holidays. Each regular bargaining unit employee not required to work on these holidays and who has worked his last scheduled day before and

his first scheduled day after the holiday, unless failure to so work is due to his illness or to his being on a leave of absence, shall receive pay for such holidays at his regular rate of pay. Hours worked on these holidays shall be used in computing overtime pay for hours worked over forty (40) except when such hours are identical hours.

Section 2. When one of such holidays falls on Saturday, the preceding Friday shall be considered as the holiday and shall be paid as such under the provisions of this article.

Section 3. When one of such holidays falls on Sunday, the following Monday shall be considered as the holiday and paid for as such under the provisions of this article.

Section 4. When a bargaining unit employee who is scheduled to work on a holiday is absent because of illness or injury, he shall receive holiday pay but not special allowance for such holiday.

Section 5. Only those bargaining unit employees whose work is necessary to carry on the operations of the Employer will be required to work the designated holidays. The provisions of Section 2 and 3 of this Article shall not apply to such bargaining unit employees. Furthermore, a bargaining unit employee shall not observe each holiday more than once under the provisions of this Article.

ARTICLE 18

Vacations

Section 1. On or before January 1 of each year, bargaining unit employees will be invited to express their preference as to vacation time. In assigning vacations, Employer, insofar as feasible, will comply with the requests, giving preference to the requests of senior bargaining unit employees. On or before March 1, all bargaining unit employees shall give to their immediate Operations Manager their first vacation selection, which shall not consist of more than two (2) consecutive weeks; provided, that, bargaining unit employees who elect to schedule more than two (2) weeks consecutively must take their entire vacations as so selected, except for vacation taken day-at-a-time as provided in Section 5 of this Article. All bargaining unit employees shall give to their immediate Operations Manager their second or additional vacation selections on or before March 15th. All vacation selections made by the bargaining unit employees and listed on the vacation schedule required to be posted under Section 2 shall relate only to vacations desired to be taken after the first calendar quarter of the year. If all vacation selections are not made within the aforesaid time limits, Employer may assign vacation time for such bargaining unit employees who have not expressed a preference. If any bargaining unit employee desires to take one or more full weeks of his vacation during the first calendar quarter of the year, Employer, insofar as feasible, will comply with such request and all such requests for vacations during the first calendar quarter of the year shall be on a first-

come, first-served basis without regard to seniority.

Section 2. Vacation schedules will be posted not later than April 1, and all vacations shall commence on a Monday.

Section 3. Generally, vacation hours must be taken within the calendar year in which they are accrued; otherwise, vacation rights for that year will be forfeited; provided, however, that a bargaining unit employee may elect to forego in any calendar year using up to a total of forty (40) hours of accrued vacation time and carrying such accrued and unused vacation time into the following calendar year. Notwithstanding the ability to carry over up to forty (40) hours of accrued and unused vacation time or such other amount in addition to forty (40) hours that that the Company may approve into the following calendar year, such carried over vacation time MUST be used in the year into which it is carried into. In addition, carried over vacation time must be used before using any vacation time that will accrue in the following calendar year. Except as may be otherwise approved by the Company, at no time may any bargaining unit employee carry over more than forty (40) hours of accrued but unused vacation time in any calendar year and such carry-over must be divisible by at least four (4) hour increments.

Section 4. Effective January 1, 2013, bargaining unit employees will be converted to the following accrual method (i.e. accruing on a monthly basis) vacation benefit available to the Company employees and will no longer receive all eligible vacation as of January 1 (i.e. vacation is

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earned in the current year).

Years of Service	Full-Time	Accrual Per Pay Month
0 to 4 years	2 weeks	6.67 hours
5 to 9 years	3 weeks	10 hours
10 to 19 years	4 weeks	13.33 hours
20+ years	5 weeks	16.67 hours

(a) Bargaining unit employees whose vacation entitlement increases per the vacation schedule due to service time will begin accruing for the increased vacation entitlement on January 1 of the year in which eligibility is scheduled to increase.

(b) Bargaining unit employees commencing work for the Company prior to the 25th day of the month in the month of their hire will receive the full accrual for that initial month of employment.

(c) In order to receive the monthly vacation accrual for any month the bargaining unit employee must be employed and working for the Company on the last business day of such month.

(d) At the end of the calendar year of the first year of employment of any bargaining unit employee, such bargaining unit employee will have his/her accrued vacation amount trued-up to the nearest half-day increment. (For example if as of 12/31 of the calendar year a bargaining unit employee commenced employment such bargaining unit employee had accrued but unused vacation of 26.68 hours at the end of the year, such amount would be trued-up to 28 hours.)

(e) Bargaining unit employees shall be permitted to use the vacation time that they will accrue in a calendar year prior to the accrual of the vacation time. If a bargaining unit employee leaves the Company and has taken more vacation than accrued in a calendar year, then the amount of used but un-accrued vacation time shall be deducted from the bargaining unit employee's final paycheck. A bargaining unit employee cannot borrow vacation time from the next calendar year.

Section 5. Any bargaining unit employee shall be entitled to split his vacation into as many parts as there are full weeks in his total vacation, each part to consist, at bargaining unit employee's election, of one or more full weeks, but such bargaining unit employee shall be entitled to preference on account of seniority over conflicting selections of other bargaining unit employees only with respect to choices which are on the same level. Furthermore, a bargaining unit employee may split his entire vacation entitlement into increments of one or more days to be taken at his discretion with the prior approval of his Operations Manager.

When a bargaining unit employee elects to take vacation in less than one week increments ("day-at-a-time vacation"), he will designate the scheduled week from which vacation day(s) are being used. Subsequent requests for "day-at-a-time vacation" will come from the week so designated until such week is exhausted, at which time the bargaining unit employee shall designate other weeks as needed; provided, however, that all five days are used before another day-at-a-time week is designated; provided, further, that the designated day or days shall

Article 18

not be on a holiday, unless the bargaining unit employee has all five “day-at-a-time vacation” days available at one time. In all events, once the designation is made and the work schedule posted, the designation shall be irrevocable.

Section 6. A bargaining unit employee entitled to two (2) or more weeks of vacation under Section 4 of this Article, may designate three (3) weeks of such vacation to be split into increments of 1/2 day vacation. For the purposes of this Section 6, 1/2 day of vacation shall be 4 hours for bargaining unit employees working 8-hour shifts and 5 hours for bargaining unit employees working 10 hour shifts.

Section 7. Bargaining unit employees may designate up to a maximum of twenty (20) hours of day-at-a-time vacation to be used in one (1) hour increments.

Section 8. No bargaining unit employee shall be forced to take his vacation because of a shutdown.

Section 9. Vacation compensation shall be based on the regular straight-time day scheduled for the work week then in effect.

Section 10. Any bargaining unit employee voluntarily leaving the service of the Employer who is entitled to vacation shall be compensated for the same, but such bargaining unit employee shall, to the extent to which the same is reasonably practicable, give Employer two (2) weeks’ notice of his intention to quit.

Section 11. If a regular bargaining unit employee is on sick leave under doctor's care for a period of time of five (5) or more days and has not been released to return to work before scheduled vacation is to start, the bargaining unit employee's scheduled vacation may be re-scheduled pursuant to Article 18 - Vacations of the agreement and local vacation scheduling guidelines once the bargaining unit employee returns to work. Should the bargaining unit employee be unable to schedule and use the previously scheduled vacation by year's end, then the bargaining unit employee may schedule and use up to forty (40) hours of the previously scheduled vacation by March 31 of the next year; otherwise such vacation is forfeited.

Section 12. Any regular bargaining unit employee who is laid off and returns to work in a subsequent calendar year shall be treated as a new hire for vacation entitlement in the year he returns to work, unless he shall have been on the active payroll for at least eight (8) months during the preceding calendar year.

ARTICLE 19

Physical Examinations

In the event a dispute arises concerning the physical or mental fitness of a bargaining unit employee to return to work or to continue to work (i.e. perform essential job functions), such dispute shall first be settled by coordinating a review of the employee's medical health information and medical records, which are to be submitted by the employee's treating physician(s) upon company

Article 19

request to the employee, and assessed by the Company's third-party contracted physician. If further consideration is required, an independent medical evaluation conducted in accordance with the policies, rules and guidelines of the Employer's Leave Administration Group will be initiated. In the event that an independent medical evaluation of a collective bargaining unit employee is needed in order to make a decision with respect to a dispute under this Article 19, the collective bargaining unit employee shall be given an option of not less than two (2) independent physicians from which to choose for such evaluation. Such determination by the Employer's independent carrier, provider and/or leave administrator shall be binding and final. Any fees or costs incurred in conjunction with an independent medical evaluation for settling such disputes shall be borne by the Company.

If at any time during the term of this Agreement, the Employer determines to no longer engage an independent carrier, provider and/or leave administrator to administer the Employer's disability program or any dispute under this Article 19, the language contained in this Article 19 shall revert to the language contained in the prior agreement which was in effect from May 29, 2014, through May 29, 2016.

ARTICLE 20

Benefits

THE PROVISIONS OF THE FOLLOWING ARTICLE ARE BASED UPON MUTUAL CONSIDERATIONS BETWEEN EMPLOYER AND THE UNION IN THE INTEREST AND WELFARE OF THE BARGAINING UNIT EMPLOYEES, AND AS SUCH THEY SHOULD NOT BE ABUSED. THE EMPLOYER RESERVES THE RIGHT TO CHECK THE CIRCUMSTANCES SURROUNDING ANY AND ALL CASES AND REQUEST EVIDENCE JUSTIFYING ANY ABSENCE FROM WORK FOR WHICH BENEFITS ARE CLAIMED UNDER THE SAID SECTIONS ONE (1) AND TWO (2), AND IN THE EVENT SUCH EVIDENCE CANNOT BE PRODUCED OR IT IS REVEALED THAT A BARGAINING UNIT EMPLOYEE HAS APPLIED FOR OR ACCEPTED BENEFITS BASED ON FALSE EVIDENCE, SUCH ACTION WILL BE REGARDED AS A BREACH OF FAITH ON THE PART OF SUCH BARGAINING UNIT EMPLOYEE AND WILL BE JUSTIFICATION FOR DISCHARGE.

Section 1. Sick Leave

(a) Any regular bargaining unit employee with six (6) months or more of seniority losing time on account of sickness or injury to himself shall be compensated for the time lost at his regular straight time rate of pay according to the work week then in effect.

Length of bargaining unit employee Service. Maximum benefits at bargaining unit employee's anniversary

Article 20

date payable to regular bargaining unit employees only during any calendar year.

6 to 12 months	ONE week full pay (next week three-fourths pay)
1 to 2 years	TWO weeks full pay (next three weeks three-fourths pay)
2 to 5 years	THREE weeks full pay (next five weeks three-fourths pay)
5 to 10 years	SIX weeks full pay (next nine weeks three-fourths pay)
10 to 15 years	NINE weeks full pay (next eleven weeks three-fourths pay)
15 to 20 years	ELEVEN weeks full pay (next thirteen weeks three-fourths pay)
20 to 25 years	THIRTEEN weeks full pay (next thirteen weeks three-fourths pay)
25 years or over	FIFTEEN weeks full pay (next eleven weeks three-fourths pay)

Provided that a bargaining unit employee who is absent from work on December 31 due to illness or injury and whose absence continues into the next calendar year shall not be entitled to sick leave pay under this subsec-

tion 1 (a) for such following year unless he has benefits remaining from the previous calendar year; provided, further, that when such bargaining unit employee returns to work in such subsequent calendar year, sick leave benefits entitlement for such calendar year as set out in the schedule contained in this subsection 1(a) shall be reduced by the sick leave benefits previously paid in that calendar year.

(b) Any bargaining unit employee who is eligible for sick leave pay will have such pay reduced by benefits payable under worker's compensation or other similar laws.

(c) Regardless of the eligibility schedule contained in paragraph (a) of this Section, any regular bargaining unit employee with six (6) months or more seniority losing time on account of sickness or injury to himself shall not be compensated for the time lost at his regular straight time rate of pay according to the work week then in effect and according to the following schedule:

Number of Incidents in Previous 12 Months	Number of Days Not Compensated
1 to 3 Incidents	-0-
4 to 5 Incidents	1 day
6 Incidents	2 days
7+ Incidents	3 days

(1) For purposes of this paragraph (c), an "incident" is defined as a continuous period of lost time due to personal illness or injury for more than (4) working hours' duration that may span consecutive work days; provided that two incidents arising out of the same illness

Article 20

or injury separated by not more than two (2) working days shall be counted as one incident,

(2) Subject to applicable laws, rules and regulations, including applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, a collective bargaining employee shall be able to seek agreement of the Company, at its discretion, through a written request on a Company provided form to determine that certain “ongoing treatment” (i.e. separated by more than two (2) working days) for a single illness or injury may be treated as one incident..

(3) Preventive medical visits/appointments required of the collective bargaining unit employee (i.e., colonoscopy, annual physical, stress test, etc.) shall not be counted as incidents.

(4) If a bargaining unit employee provides documentation to the Company that the bargaining unit employee is required to travel more than thirty (30) miles from such bargaining unit employee’s reporting location to treat with an in-network medical provider because the medical network in which the collective bargaining unit employee participates does not offer an in-network medical provider within thirty (30) miles of the bargaining unit employee’s reporting location, such appointments/treatments shall not be counted as incidents.

(5) Bargaining unit employees shall use reasonable efforts to minimize both the amount of visits/appointments and the time lost from work for preventative visits/appointments.

(d) Sickness as referred to herein shall include all sickness occurring either while on duty or while off duty, except sickness resulting from the use of intoxicating

liquors or drugs, illegal or immoral conduct, fighting, or willful self-infliction. Notwithstanding the foregoing sentence, the confinement of any bargaining unit employee to an approved medical facility for more than (14) calendar days by a medical doctor for the treatment of alcohol or drug addiction shall be treated only for this Section 1 the same as sickness and compensation shall be paid according to the foregoing schedules commencing with the first day of confinement, except as provided in Section 1(c) above.

Section 2. Special Allowance – Family Illness

(a) Special Allowance.

(1) During a calendar year any regular bargaining unit employee having accumulated six (6) months or more of seniority may be allowed five (5) days of paid time off for Family Illness.

(2) The term “Family Illness” shall be defined as illness of a member of the bargaining unit employee’s family who requires the attention and care of a Health Care Provider.

(3) The bargaining unit employee is expected to notify his/her supervisor as early as possible regarding the need for his absence, but notification should occur no later than by the start of his/her scheduled workday.

(4) A bargaining unit employee who uses three (3) or more consecutive days of Family Illness time shall be required to provide a note from a Health Care Provider to his/her Operations Manager on the day he/she returns to work.

(b) For purposes of the family illness provisions herein “family” shall be defined as:

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- (1) Spouse of the bargaining unit employee;
- (2) Father or mother of either bargaining unit employee or bargaining unit employee's spouse;
- (3) Sister or brother of either bargaining unit employee or bargaining unit employee's spouse;
- (4) Children, stepchildren, legally adopted children, or children for whom legal adoption proceedings have been initiated of either bargaining unit employee or bargaining unit employee's spouse;
- (5) Stepmother or stepfather of either bargaining unit employee or bargaining unit employee's spouse.

Section 3. Special Allowance – Funeral Pay

(a) During a calendar year any regular bargaining unit employee having six (6) months or more of seniority will be allowed five (5) days of due to the death of the following family members:

- (1) Spouse of bargaining unit employee.
- (2) Father or mother of either bargaining unit employee or bargaining unit employee's spouse.
- (3) Children, stepchildren, legally adopted children, or children whom legal adoption proceedings have been initiated of either bargaining unit employee or bargaining unit employee's spouse.
- (4) Stepmother or stepfather of either bargaining unit employee or bargaining unit employee's spouse.

(b) During a calendar year any regular bargaining unit employee having six (6) months or more of seniority will be allowed three (3) days of paid time off to attend funeral services of the following family members :

- (1) Sister or brother of either bargaining unit

employee or bargaining unit employee's spouse.

(2) Grandmother or grandfather of either bargaining unit employee or bargaining unit employee's spouse.

(3) Grandchildren of bargaining unit employee.

(4) Son-in-law or daughter-in-law of either bargaining unit employee or bargaining unit employee's spouse.

(5) Spouse of bargaining unit employee's brother(s) or sister(s).

(c) Effective May 29, 2022, any regular bargaining unit employee having six (6) months or more of seniority shall be allowed to take one (1) day off, or three (3) consecutive days off in the event that overnight stay is required, to attend funeral services in the event of the death of the following family members:

(1) Aunt or Uncle of the bargaining unit employee or bargaining unit employee's spouse.

(2) Brother-in-law, or Sister-in-law of the bargaining unit employee or bargaining unit employee's spouse.

(d) In no event shall a bargaining unit employee receive more than ten (10) days of Funeral Pay Special Allowance in a calendar year, however, in no given year may a bargaining unit employee use more than ten (10) days total of Family Illness and Funeral Pay Special Allowance combined.

Section 4. FMLA

The bargaining unit employee and the Company agree to comply with the provisions established by the Family medical Leave Act (FMLA) and the bargaining unit

Article 20

employee will file and submit all FMLA requested documents/claim materials received through a provider/vendor designated by the Company. FMLA leave will run concurrently with any other paid or unpaid leave available to the bargaining unit employee.

Section 5. Employee Benefit Plans

(a) Except as specifically set forth otherwise in this Agreement, the Company agrees to provide bargaining unit employees covered by this Agreement with the same benefits (i.e. medical, vision and dental coverage, 401(k) savings plan, life insurance, accident and disability insurance, long-term disability insurance) (hereinafter “the Employee Benefit Plans”) on the same terms and conditions as offered to Company employees.

(1) Any future changes to the Employee Benefit Plans during the term of this Agreement shall be consistent with those applied to Company employees. All Employee Benefit Plans are subject to the specific provisions of the plan documents maintained by the Company pertaining to each benefit provided to eligible bargaining unit employees.

(2) The terms of the Employee Benefit Plans, as interpreted and applied by plan administrators, shall govern bargaining unit employee participation and their decision shall be final and binding in all cases.

(3) The right to amend or otherwise change the terms and conditions of the Employee Benefit Plans shall remain vested in the Company.

(b) Plan Design

(1) Bargaining unit employees shall participate in the same provisions and/or features of the medical,

dental, life and vision plans available to the Company employees.

(2) The Company retains the right throughout the term of the Agreement to modify provisions and/or features of the medical, dental, life and vision plans offered to employees in a manner that is consistent for all bargaining unit and Company employees (“me too” benefits).

(3) Any modification to provisions and/or features of the medical, retiree medical, dental, life and/or vision plans during the term of the Agreement will apply consistently to all Company bargaining unit employees and Company employees.

(c) Premiums:

(1) Bargaining unit employees shall contribute/make the same premium contribution (via payroll deduction) amounts as the Company employees for medical, dental, life and vision plans offered by the Company.

(2) The Company retains the right throughout the term of the Agreement to modify premium contributions required for all participating (bargaining unit employees and Company) employees.

(3) Any modification to premium contributions by the Company during the term of the Agreement required for participation in the medical, dental, life and/or vision plans shall apply consistently to all participating Company (bargaining unit employees and Company) employees.

(4) Premium contributions will be adjusted by the Company no more than once annually .

(5) The Company agrees to cap bargaining unit employee maximum contribution on premiums to 25%

Article 20

of total cost for coverage for the term of the Agreement.

(d) All health and welfare benefits “me too” changes, including but not limited to premium contributions, plan design changes, etc. shall be effective January 1, 2013.

ARTICLE 21

Annual Bonus Plan

Bargaining unit employees specified in the Articles of Agreement between the Company and the Union shall participate in the Energy Transfer LP Annual Bonus Plan, as amended from time to time. For the term of the Agreement, the Incentive Bonus Target for bargaining unit employees shall be ten (10%) percent of annual gross wages.

The right to amend or otherwise change the terms and conditions of the Energy Transfer LP Annual Bonus Plan shall remain vested in the Company.

The terms of the Energy Transfer LP Annual Bonus Plan as interpreted and applied by the Company shall govern bargaining unit employee participation and its decision shall be final and binding in all cases.

As with prior years, all aspects of the Energy Transfer LP Annual Bonus Plan participation, targets, performance standards, payment, plan existence, etc. – are discretionary

Notwithstanding the ability for management to use performance as an evaluation, in no event, except in the case of a suspension, shall a bargaining unit employee’s target, based on achieved/approved bonus pools be reduced by more than 20% of his/her target bonus award (based on pool funding). In the event a collective

bargaining unit employee is suspended, his/her bonus for the year in which the suspension occurs shall be reduced by 75% of the target.

ARTICLE 22

Severance Pay

Section 1. When any reduction of work or other circumstances, other than retirement under the Employer's Retirement Plan, requiring laying off bargaining unit employees through no fault of such bargaining unit employees (such character of lay-off being hereinafter referred to as "so laid-off"), any such bargaining unit employees who have one (1) or more years' continuous service with Employer shall receive forty-five (45) calendar days advance notice of such lay-off. Such notices shall be referred to as "abolishment notices."

Section 2. That as to any bargaining unit employee who, having been laid-off and having received severance pay in accordance with the following schedule of severance payments, is re-employed there shall be deducted by Employer from each of such bargaining unit employee's pay checks received by such bargaining unit employee after his return to regular employment, an amount equal to one-fourth (1/4) of the total amount of each of the bargaining unit employee's pay checks until the difference between the total severance pay received and the severance pay for the number of weeks of layoff shall have been recouped by Employer. If such bargaining unit employee is again laid off, such bargaining unit employee shall be entitled to receive the same severance pay that he

Article 22

would have been entitled to receive under the schedule of severance payments listed below had his continuous service not been interrupted by the previous lay-off LESS such amount of severance pay theretofore paid by the Employer to such bargaining unit employee and not recouped by the Employer at the time of such most recent lay-off.

(a) In the event Employer gives abolishment notices and the abolishment notices will result in an overall reduction of headcount at the reporting location, any bargaining unit employee at the same reporting location (with first preference provided to the bargaining unit employee receiving the abolishment notice) may voluntarily elect to terminate his employment and at the same time he must elect to waive his seniority rights and receive severance in accordance with the provisions of Sections 2(b) and (c); provided, however, that the number of bargaining unit employees at a reporting location making an election under this Section 2(a) may not exceed the total number of abolishment notices issued at the same reporting location; provided, further, that if the number of bargaining unit employees making an election under this Section 2(a) exceeds the number of bargaining unit employees who have received abolishment notices at the same reporting location, bargaining unit employees shall exercise their elections by order of seniority; provided, further, that the number of voluntary terminations at a reporting location shall be reduced by the number of open vacancies at the reporting location, including any vacancies that arise after an abolishment notice is issued but prior to the abolishment date set forth therein.

(b) In addition, such bargaining unit employee shall

receive severance pay at the rate of one (1) week's pay for each year of service to a maximum of twenty (20) weeks of severance pay.

(c) Any such bargaining unit employee who is willing to waive his seniority rights under Article 9 Filling A Vacancy and Upgrading, Section 5 at the time of such lay off and terminate his employment shall receive additional severance pay at the rate of one (1) weeks' pay for each year of service. Such bargaining unit employee shall be entitled to a minimum of eight (8) weeks' severance up to a maximum of forty (40) total weeks of severance pay. Such waiver shall be in writing on a form prescribed by Employer.

Section 3. Any regular bargaining unit employee who has been displaced for any reason beyond his control and does not exercise his demotional rights within thirty (30) days after being displaced shall then receive severance pay in accordance with this article.

Section 4. Notwithstanding anything to the contrary in this Article or any other Article in this Collective Bargaining Agreement, no bargaining unit employee shall receive severance when there is no overall reduction in headcount at such bargaining unit employee's reporting location due to the issuance of any abolishment notices, including those at another location (such abolishment hereinafter referred to as a "No Headcount Reduction"). If a bargaining unit employee is retained in a lower classification than the bargaining unit employee held prior to an abolishment as a result of a No Headcount Reduction, then the bargaining unit employee's rate of pay shall be

Article 24

maintained at the rate of pay for the higher classification that the bargaining unit employee held prior to the abolishment. Further, the Company shall provide a reasonable amount of time (not to exceed a maximum of twenty-four (24) months) for the bargaining unit employee who is assigned to a vacant position, as a result of a No Headcount Reduction, to train and qualify in their new classification.

Section 5. No bargaining unit employee who is entitled to a vacation shall be required to accept his severance pay in lieu of his vacation and such vacation pay shall be paid at the same time he receives severance pay.

ARTICLE 23

Contract Work

Section 1. Employer reserves the right to let contracts for all work it deems necessary.

Section 2. Bargaining unit employees transferred temporarily to perform special assignment such as inspector, etc., will retain and accumulate seniority in the department from which they came.

ARTICLE 24

Discipline

Section 1. Employees are expected to act in a professional and responsible manner at all times. Disciplinary action taken will depend upon the individual circumstances of a situation, including the seriousness of the offense and

the previous record of the bargaining unit employee. The disciplinary steps include:

- Verbal counseling
- Written notification
- Final warning notification and/or suspension
- Termination

The level of discipline shall be determined based on the severity and nature of the conduct, the frequency of the offense, and the potential damage to Company property and/or harm to fellow employees. If the Company uses a final written notification in lieu of a suspension, then the next step is termination. The Company reserves the right to initiate discipline at any one of the above steps depending on the severity of the offense.

Section 2. Any records of a verbal counseling, written notification, or final warning and/or suspension shall be retained in a bargaining unit employee's personnel file indefinitely. However, any written notification or suspension shall become inactive and shall not be considered in assessing future discipline if a bargaining unit employee has not engaged in any other misconduct for twenty-four (24) consecutive months.

Section 3. Bargaining unit employees shall not be discharged because of accidents, if physically and mentally capable of continuing their duties, unless such accidents were caused by negligence, carelessness, or malicious intent of such bargaining unit employees.

ARTICLE 25

Bulletin Boards

Employer shall cause bulletin boards to be placed on the property at each compressor station and at each area headquarters, where they may be seen by bargaining unit employees entering and leaving such place of employment. Such boards may be used by the local Worker Committee of the Union for any matters pertaining to its membership.

ARTICLE 26

Transportation

Section 1. Employer shall designate a regular place of employment at which each bargaining unit employee shall report. If, after reporting, such bargaining unit employee is instructed to report to another place for work, Employer shall supply transportation or shall compensate such bargaining unit employee for his transportation to the other locations.

Section 2. In the event a bargaining unit employee is required to be away from his regular place of employment on Employer's business, Employer shall pay bargaining unit employee a per diem of six fifty six (\$56.00) dollars for the period from ratification to May 29, 2020, fifty eight dollars (\$58.00) for the period from May 30, 2020 to May 29, 2021 and a per diem of sixty dollars (\$60.00) for the period from May 30, 2021 through the end of the Agreement.

Per Diem shall be used for bargaining unit employees to pay for meals and other incidental items while performing duties associated with an assignment or project for duration of one night or greater away from the bargaining unit employee's regular work location. Reimbursable expense items that are not included in the Per Diem consist of other travel expenses such as lodging, airfare, car rental, fuel for car rental, and personal mileage reimbursement.

Bargaining unit employees shall account for all reimbursable travel expenses not included in the Per Diem based on approved company policy and procedure. Bargaining unit employees shall use the Employer's expense reporting system for accounting of these travel expenses and bargaining unit employee reimbursement.

Should the Employer adopt a single source procurement card for purchasing, as well as travel T&E expenses, then each bargaining unit employee required to perform purchasing or business travel activities will be issued and shall exclusively use such card for these activities as directed by the Company.

Section 3. If a bargaining unit employee is authorized to use his own car for transportation while on Employer's business, he shall receive the Internal Revenue Service - approved mileage rate as transportation compensation unless another mutually satisfactory arrangement is agreed upon by the local committee and Employer.

Section 4. Hours spent by bargaining unit employees traveling in services of Employer shall be paid for at their contract rates of pay, and shall be considered working

Article 26

hours only to the extent to which they coincide with normal scheduled working hours of said bargaining unit employees, except when bargaining unit employees are traveling in a company vehicle and on Company business in which event all hours spent in said vehicle shall be considered working hours. Employer may designate a work site other than a day worker's official reporting location at which such day worker shall report; provided that, such designated work site shall be within his current Group.

(a) Except for the driver of a Department of Transportation regulated vehicle, any bargaining unit employee reporting to a designated work site shall not receive compensation for the first thirty (30) minutes of commuting time between his temporary living quarters and such designated work site. In addition, bargaining unit employees shall not receive compensation for traveling to or from a designated work site within a 30 minute commute of their official reporting location. The provisions of this subsection 4(a) shall not apply to bargaining unit employees in a company vehicle responding to call-outs under Article 13 Emergency Call Outs & Overtime, Section 8. In addition, nothing in this provision shall prevent a bargaining unit employee from being compensated for time spent performing a Department of Transportation required vehicle inspection.

Section 5. In the event a bargaining unit employee is required to be away from his regular place of employment on Employer's business and is required to stay away on his regular day(s) off, if work is not required on such regular day(s) off, Employer shall pay bargaining unit

employee four (4) hours at the regular rate of pay for each regular day off.

Section 6. Insofar as feasible, Employer shall assign bargaining unit employees in Class 3 positions to work away from their regular place of employment in a manner that distributes such work equitably among such Class 3 bargaining unit employees at the location; provided, however, that Employer may assign such work based upon bargaining unit employees' skills and expertise as well as the continuation of projects, regardless of the number of such weeks previously worked away from their regular place of employment.

ARTICLE 27

Moving Expense

Section 1. In the event of

(a) The promotion of a regular senior qualified bargaining unit employee to a higher classification as the result of successfully bidding on a new Job Assignment, or

(b) In instances involving bargaining unit employees who are displaced by other bargaining unit employees or by job abolishment, or

(c) Bargaining unit employees accepting job appointments resulting from an unfilled expired Job Bulletin, or

(d) Where a bargaining unit employee is the successful bidder on a Job Bulletin which contains a requirement to live within a specific distance of a reporting location

Article 27

Employer will reimburse such regular senior qualified bargaining unit employee ((a) above), and the appointed bargaining unit employee ((c) above), and the successful bidder ((d) above) and each bargaining unit employee ((b) above) affected in any such displacement who moves from his present location to another location on Employer's system, remains an bargaining unit employee of Employer, and establishes a residence within fifty (50) miles of the reporting location or, within the distance required by the Job Bulletin, for moving expenses incurred by such bargaining unit employees in moving from their present locations to their new locations, according to the following schedule:

(e) The Internal Revenue Service - approved mileage rate per mile will be paid for necessary mileage when a bargaining unit employee drives his car. Such payment will be made only for the initial trip from the old location to the new location.

(f) If additional transportation is needed to transport household effects, the bargaining unit employee will receive two (2) times the Internal Revenue Service - approved mileage rate in lieu of the payment under subsection 1(e) of this Article.

(g) In addition to the above mileage allowances, the following lump sum relocation payments:

Moves between locations	
35 to 100 miles apart	\$600
Moves between locations	
100 to 200 miles apart	\$900
Moves between locations	
200 to 300 miles apart	\$1200
Moves between locations	
over 300 miles apart	\$1500

(h) Employees must submit claims for moving expenses within one (1) year of assignment to the location for which such expenses are claimed. In addition, bargaining unit employees must remain in the new residence at least thirty-nine (39) weeks unless required by Employer to move through no fault of their own. Bargaining unit employees who fail to satisfy the thirty-nine (39) week requirement shall repay any moving expenses received from Employer.

(i) For the purposes of this Section 1, a bargaining unit employee establishes a residence when said bargaining unit employee makes a change of address effective and provides proof of a lease or rental agreement for said residence.

(j) The Company will consider waiving the fifty (50) mile or other distance residence requirement where a bargaining unit employee demonstrates undue hardship; provided, however, that whenever a bargaining unit employee claims that he is unable to relocate within a fifty (50) miles or other distance requirement of the reporting location due to hardship, such bargaining unit employee shall be required to make such claim prior to relocating and incurring moving expenses for a residence outside such fifty (50) mile or other required distance.

Section 2. For the purpose of this article “location” shall mean the location of the job, not the location of the bargaining unit employee’s residence. Therefore, the distance set forth in Section 1 above, shall mean the distance between the location of the bargaining unit employee’s old job and the location of the bargaining unit employee’s new job, not the distance between the bargaining unit

Article 27

employee's old and new residences.

Section 3. The parties agree that as of the effective date of this Agreement the Company's ability to put a 40-mile residency requirement on all jobs posted for bid will be changed to a 50-mile residency requirement. Specifics of this requirement include:

(a) All miles are measured in road miles.

(b) Bargaining unit employees living outside the 40-mile limit on September 1, 2000 will be grandfathered for local bids (except as noted below), provided they do not move from their current residence outside of 50 miles of their reporting location, unless they move closer to their reporting location.

(c) Successful bidders of Regulatorman and Fieldman positions must comply with the 50-mile residency requirement (local or system bid). The Company retains the right to take into account each bidder's residency circumstance balanced with the Company's needs when assigning Regulatorman and Fieldman positions.

(d) Bargaining unit employees as of July 1, 2022 living within the 50-mile residency requirement will be disqualified from all positions at their reporting location should they establish residency outside the 50-mile limit, without management approval.

(e) Grandfathered bargaining unit employees that establish residency further away from their reporting location after September 1, 2000 without management approval, will be disqualified from all positions at their reporting location.

ARTICLE 28

Inspection of Equipment and Hazards

Section 1. From time to time inspection of all equipment throughout any plant or place of employment, especially in and around drilling equipment and other places where explosions, fires, or industrial accidents are likely to result in loss of life or injury to bargaining unit employees, shall be made by the Operations Manager or other person designated by Employer. An inspection of any equipment may be secured upon the recommendation of the worker operating such equipment. In order to help prevent accidents, local worker committees may make written suggestions to the Operations Manager or their representatives as to elimination of hazards.

Section 2. No bargaining unit employee shall be required to perform services that will seriously endanger his physical safety, and his refusal to perform such work shall not warrant or justify his discharge. In case of disputes, an immediate conference shall be held between Employer and Union to settle the issue.

ARTICLE 29

Validity

Section 1. Nothing contained in this Agreement shall be construed in any way as interfering with the obligation of the parties hereto to comply with any and all State and Federal Laws, or any rules, regulations, and orders of duly constituted authorities pertaining to matters covered

Article 29

herein, and such compliance shall not constitute a breach of this Agreement.

Section 2. If any court shall hold any part of this Agreement invalid, such decision shall not invalidate the entire Agreement.

ARTICLE 30

Successorship

In the event of a sale of all or substantially all of the equity interests or assets of the Company to a third party or a merger, consolidation or contribution thereof to a joint venture involving a third party (each, a “Transfer”), the Company will require the purchaser or other successor entity (each, a “Successor”) to recognize the Union as the exclusive representative of the bargaining unit employees. As part of any Transfer, the Company shall require any Successor to assume the then current Agreement for the bargaining unit employees and, effective upon assumption thereof, the Company shall have no further liability or obligation under this Agreement. As a condition for the undertakings set forth in this paragraph, the Union shall not intervene in opposition to a Transfer in any regulatory or other proceeding relating thereto.

ARTICLE 31

Drug and Alcohol Policy

Effective January 1, 2013, all bargaining unit employees will be covered by both the Company’s Non-DOT

Drug and Alcohol Policy as posted on the Company's intranet site and the DOT Drug and Alcohol Policy as mandated by the U.S. Department of Transportation (DOT) - Pipeline & Hazardous Material Safety Administration (PHMSA) as amended from time to time. It is the purpose of these policies to establish the expectation that all bargaining unit employees are allowed to work in an environment free of Drugs or Alcohol and that it is understood by all that bargaining unit employees will be expected to report to work free from the effects of unauthorized Drugs or Alcohol. Violation of the Company's Drug and Alcohol Policy will result in immediate discharge. Notwithstanding the foregoing, the Company agrees to provide an opportunity for a bargaining unit employee to self-report without immediate discharge, such self-reporting must occur prior to either notification of a testing event or an investigation commenced by the Company.

ARTICLE 32

New Hire Meeting

(a) The Company shall provide notice of a new hire's start date to the Union and shall provide the Union Committeemen or Steward responsible for the new hire's location with an opportunity to spend no more than one (1) hour to meet and greet the new hire during his or her first week of employment ("New Hire Meeting"). The Company further agrees to provide notice to the new hire that the Union Committeemen or Steward shall be available if he or she would like to meet with the Union Committeemen or Steward.

Article 33

(b) The Union agrees to bear all costs related to the travel time to and from the New Hire Meeting. The Company agrees to compensate the Union Committeemen or Steward for the time spent in the New Hire Meeting.

(c) The Union agrees that releasing the Union Committeemen or Steward shall not interfere with the work and efficient operation of the Company and the Company agrees to refrain from unduly denying this opportunity to the Union Committeemen or Steward.

ARTICLE 33

Safety Committee

Both the Company and Union recognize that safe working conditions and safe work practices are essential in the promotion of a healthful and safe work environment. The well-being of employees is a concern of both the Company and the Union. The goal of our health and safety effort is the elimination of unsafe acts and conditions in compliance with Company and regulatory requirements. The parties feel that these efforts will result in reduced accidents and injuries. Therefore, the parties agree to operate under the following:

Section 1. The Company and the union agree to the formation of a joint health and safety committee. The goal of the committee is to work together to promote safety on the job for all employees. The committee will be comprised of no more than three (3) representatives from each party. The Company and Union shall select their representatives to appoint to the committee.

Section 2. The joint committee will meet three (3) times per year, March, July and November. The meetings are designed to jointly review and discuss:

- Health and safety conditions and practices
- OSHA Safety statistics
- Results of investigations of safety incidents
- Other matters pertaining to health and safety

Section 3. Any employee who discovers an unsafe condition shall report it to their immediate supervisor and other employees in the immediate area affected by the unsafe condition.

Section 4. The Company will provide health and safety training for employees to help maintain their skills at a level which meets Company and regulatory requirements.

ARTICLE 34

Progression and Job Duties

Section 1. Repairman Progression Guidelines

1. New Bargaining unit employees

All new bargaining unit employees, including those hired into a classified position, will be on probation for the first six (6) months of employment and can be terminated for any reason by the Company without recourse from the Union.

Article 34

Repairman

There are three (3) knowledge blocks which comprise the information and skills that encompass the tasks that are applicable to the Repairman classification.

These are:

- Repairman Progression 1
- Repairman Progression 2
- Repairman Progression 3

Level 1

An entry-level Repairman must successfully complete 50% of the total number of requirements for the Repairman Progression 1 and Repairman Progression 2 knowledge blocks in a minimum time frame of six (6) months and a maximum of twelve (12) months. Upon successful completion of this requirement, the bargaining unit employee will be considered to be a Level 1 Repairman and his pay scale will be adjusted accordingly.

Level 2

A Level 1 Repairman is expected to progress to Level 2 by successfully completing the remaining qualification requirements contained in the Repairman Level 1 and Repairman Level 2 knowledge blocks within a period of time no earlier than six (6) months and no later than twelve (12) months from the attainment of Level 1. Once complete, the bargaining unit employee will be considered a Level 2 Repairman and he will receive Level 2 Repairman pay.

Level 3

A Level 2 Repairman is expected to progress to Level 3 by successfully completing the applicable qualification requirements contained in the Repairman Level 3 knowledge block within a period of time no earlier than six (6) months and no later than twelve (12) months from the attainment of Level 2. Once complete, the bargaining unit employee will be considered a Level 3 Repairman and he will receive Level 3 Repairman pay.

Level 4

In order for a Level 3 Repairman to achieve Level 4, bargaining unit employee must qualify for a Class I, Class II, or EHS Coordinator position as designated by the Company and will participate in the work planning process for the location. This must be accomplished in a maximum of 24 months from the attainment of Level 3. Completion of this requirement includes successfully passing any applicable qualification tests or progressions style qualifications for the classified position.

TIME REQUIREMENTS FOR PROGRESSION

Former Company employees who are rehired and other new hires with relevant industry experience may progress without regard to minimum time requirements.

Except for bargaining unit employees who have been away from work for a significant approved absence, any bargaining unit employee who does not meet the prescribed time requirements to complete a knowledge block will be put on probation and given two (2) ad-

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ditional months to complete the required knowledge block. Failure to complete the specified knowledge block during the probationary period will result in termination of employment.

Section 2. SER

(a) The Employer shall establish written criteria Skill Evaluation Records (SER's) for the periodic evaluation of the qualifications of bargaining unit employees desiring to enter the classifications subject to this Section 2. Such criteria shall be similar in intent and usage as those criteria presently in effect for Equipment Analysts, Maintenance Mechanic, Operator "A," EHS Coordinator, and Regulatorman and shall provide for the periodic re-evaluation, at the Employer's sole discretion, of bargaining unit employees in the following listed classifications:

- Maintenance Mechanic
- Operator "A"
- Equipment Operator
- Regulatorman
- Equipment Analyst
- Fieldman
- Welder
- EHS Coordinator

(b) All bargaining unit employees entering into a classifications with an established SER shall be required to complete the SER to qualify for the classification. The criteria are in no way to be misconstrued as a means of disqualifying bargaining unit employees already in such classifications, but, as to bargaining unit employees in such classifications the criteria shall be used to determine

where they may need additional training.

(c) If the senior bidder has not passed the SER evaluation required for the classification on which he has bid (or the qualification exam for a classification in which an SER has not yet been developed), the Company will conduct an SER evaluation (or administer the qualification exam if no such SER exists).

(1) If this senior bidder fails the SER evaluation on his first attempt, the Company will allow one (1) reevaluation (or if no such SER exists, then the Company will allow one (1) retest if the senior bidder fails the qualification exam). A reevaluation will be conducted no sooner than the second workday following the completion of the first evaluation (or in the event of a qualification exam, no sooner than the second work day following the completion of the first exam).

(2) The ten (10) day award period may be extended for the time based on the availability of the evaluator necessary to complete such testing or evaluation and in no case not to exceed 30 days.

(3) If the bargaining unit employee should fail the reevaluation or retest, then he will not be eligible to rebid in the same classification for a period of six (6) months.

(d) When a bargaining unit employee is displaced for any reason beyond his control the Company will test him once, either during the forty-five (45) day notice of abolishment period or the three (3) day bumping period. There shall be no retesting. The bargaining unit employee will only be allowed to test for a classification for which he could exercise his demotional rights.

(e) Once a bargaining unit employee has been noti-

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fied that he has been bumped he must submit a written request to his supervisor no later than the third scheduled working day following such notification that he desires a qualification exam or SER evaluation. The exam or SER evaluation will be scheduled as soon as practicable following receipt of the bargaining unit employee's written request to supervision.

(f) When a qualification exam or SER evaluation has been requested by a bargaining unit employee who has been bumped, his three (3) day bumping period will commence the day following notification of the results of the exam or evaluation.

Section 3. Equipment Operator

Equipment Operator classification will include the use of:

- Backhoes (e.g. track, rubber tired, or vehicle mounted)
- Dozers (e.g. Caterpillar D-2 and larger)
- Pipe Layers (e.g. 561, 572, 583)
- Road maintainers
- Trucks over 26,000 lbs. licensed GVW
- Telecruiser telescopic boom unit with 40' minimum extension.
- Trenchers (e.g. Ditch Witch Model R-40)
- Skid Loader greater than 50 horsepower

Note: Other brand name equipment equivalent or greater in size than the aforementioned are included.

Any bargaining unit employees who complete the Equipment Operators SER/Examination portions for the opera-

tion of skid loaders over 50 horsepower and vehicles over 26,000 lbs. licensed GVW (except for semi-tractor trailers) for the purpose of right-of-way work, only while performing these tasks, will be upgraded to Class 2 pay rate group.

Equipment Operators and upgrades to Equipment Operators will receive Class 1 rate group pay only while he/she is driving a semi-tractor trailer. The Company's agreement to such payment of the Class 1 rate is contingent on its ability to require one or more Equipment Operators to obtain and retain a Haz-Mat endorsement. If such Haz-Mat Endorsement(s) is needed and there are no volunteers, the Equipment Operators will be selected by the junior qualified bargaining unit employee in the classification.

Section 4. Welder's Helper

A bargaining unit employee selected to train for the classification of Welder's Helper shall be considered to be on probation for the first six (6) calendar months following actual commencement of work and shall be subject to disqualification from training at any time within said six (6) month period if he does not demonstrate that he is qualified and capable of accepting the responsibilities of the job. In addition to the requirement that such bargaining unit employee demonstrate his qualification, such bargaining unit employee must obtain a stencil and qualify in the shielded metal arc weld (SMAW) process within a two-year period of job assignment and qualify in the gas metal arc weld (GMAW) process within a three-year period of job assignment. If the bargaining unit employee fails to meet either time limit, the bargain-

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ing unit employee will be disqualified from the Welder Helper classification. Once qualified in both processes, the bargaining unit employee will be moved to Class 2.

In order to displace a Welder Helper with stencil, such bargaining unit employee must have a stencil.

Section 5. Fieldman

(a) There will be one Fieldman classification with the following duties:

1. Field booster maintenance
2. Preventive maintenance
3. Storage field and facilities maintenance and operations
4. Route operations, including all field facilities including booster units, field gathering facilities and pipeline
5. Field booster operations

(b) Maintenance shall include any maintenance work required on any of the facilities contained in a Fieldman's route, including, but not limited to, field boosters and related equipment -- dehydration, desulphurization, and other gas treating equipment, such as heaters, separators, and wellhead equipment.

Section 6. EHS Coordinator – Environmental, Health & Safety Progression Guidelines

EHS Coordinator

Duties and Responsibilities

The EHS Coordinators performs all duties and respon-

sibilities related to the Environmental and Safety job standards as well as common duties for the Maintenance Worker or Repairman classifications, including call-outs. Working under the direct supervision of Area management and with technical assistance of the Division Environmental Specialist (DES) and Division Safety Representative, the incumbent has a working knowledge of and performs the duties related to the Environmental Health and Safety progression tasks.

There are two (2) knowledge blocks which comprise the information and skills that encompass the tasks that are applicable to the EHS Coordinator classification. These are:

- Environmental
- Safety

Class 3

An entry-level EHS Coordinator C3 must successfully complete 100% of the total number of requirements applicable to the location for the Environmental knowledge blocks in a maximum time frame of twelve (12) months. Upon successful completion of this requirement, the bargaining unit employee will be eligible to proceed with Class 2 qualification.

Class 2

A Class 3 EHS Coordinator C3 is expected to progress to Class 2 by successfully completing 100% of the Safety knowledge blocks in a maximum time frame of twelve (12) months from the completion of the Environmental knowledge blocks. Once the Safety knowledge blocks are complete, the bargaining unit employee will be consid-

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ered an EHS Coordinator C2 and will receive Class 2 pay.

Section 7.

(a) Except as provided in Section 4, an employee who currently holds a Class 1 or 2 position does not have to pass a qualification exam SER evaluation in order to bid into or displace a bargaining unit employee from a Class 3 position.

(b) Bargaining unit employees occupying Class 3 positions may be assigned to any classification in Class 3 without passing any qualification exam(s) or evaluations.

Section 8. Ordering and Receiving of Materials

Employees in any classification may perform the duties associated with the ordering and receiving of materials.

Section 9 . Maintenance Workers. Bargaining unit employees currently in the Maintenance Worker classification will be “grandfathered” in this classification.

ARTICLE 35

Classification Changes

Section 1. If work of a higher paid classification is required by any bargaining unit employee, he shall receive the wages of the position to which he has been assigned as long as he occupies that position, provided such assignment is for one (1) hour or more. However, the Welders Helper classification is a training position; therefore, there shall be no upgrading to this classification unless the bargaining unit employee holds a stencil. Notwithstanding the foregoing, any bargaining unit employees

who completes the Welder Helper SER portions for non-structural, non-regulated welding tasks, only while performing these tasks, the employee will be upgraded by one class.

Section 2. If a regular bargaining unit employee is shifted temporarily to a classification paying a smaller wage than his regularly assigned classification, no reduction in wages shall be made.

Section 3. If a regular bargaining unit employee is demoted from his regular classification through no fault of his own, he shall receive his former rate of pay for the first week worked after such a demotion.

Section 4. All work unique to any classification shall be assigned to that classification except in cases of emergency. Bargaining unit employees in all classifications shall perform all duties assigned to them in the department in which they are regularly employed including work planning, coordinating resources, reporting and documentation of work. Employer will not assign administrative duties unrelated to the bargaining unit employee's classification or other non-bargaining unit duties. No arbitrary changes in present classifications will be made for the purpose of or with the result of reducing the rate of pay of any classified job.

Section 5. No Operations Manager with authority to hire or to discharge shall perform any work unique to any classification the performance of which would cause any employee to suffer a layoff or loss of pay.

ARTICLE 36

Classifications and Rate Pay Brackets

Section 1. The classifications and rates of pay attached hereto as Exhibit "A" shall be made a part of this Agreement and shall continue in effect for the duration of this Agreement.

Section 2. Employer can pay bargaining unit employees under this Agreement in a weekly, bi-weekly or semi-monthly payment beginning at a date selected by Employer. The Employer will give notice of not less than 60 days prior to any changes to pay frequency.

EXHIBIT "A"

Classification and Rate Group Brackets¹⁰

	05-30-22	5-30-23	5-30-24
****Lump Sum	\$5000	\$0	\$0
Percentage Increase	0%	3.0%	3.0%
CLASS 1 Maintenance Mechanic	\$42.88	\$44.17	\$45.50
Welder			
***Operator "A"			
Equipment Analyst			
CLASS 2 Equipment Operator	\$40.63	\$41.85	\$43.11
**Welder Helper			
Regulatorman			
EHS Coordinator C2			
Fieldman			
CLASS 3 ⁸ Welder's Helper	\$38.05	\$39.19	\$40.37
*Maintenance Worker			
EHS Coordinator C3			
Repairman Level 4			

The above classifications shall be filled by bid.

CLASS 4 Repairman Level 3	\$33.11	\$34.10	\$35.12
Repairman Level 2	\$30.76	\$31.68	\$32.63
Repairman Level 1	\$28.28	\$29.13	\$30.00
Repairman (New Hire)	\$25.85	\$26.63	\$27.42

* (No longer subject to bid).

** (Welder Helper with Company recognized ability to weld in both processes).

*** Effective May 30, 2016, all Operator As shall move to Class I and receive the Class I rate

**** Lump sum payments of \$5,000.00 to be paid to each of the above positions, on the first regular pay date after the ratification of this Agreement.

Exhibit "B"

EXHIBIT "B"
Bumping Boundaries

**CENTRAL DIVISION
DIVISION**

Area 1

Liberal Station
Greensburg
Borchers

Area 2

Haven
Alva
Cashion
Seiling

Area 3

Louisburg
Olpe

Area 4

Centralia
Houstonia
Pleasant Hill

EASTERN

Area 5

Glenarm
Waverly
Tuscola
Bartonville

Area 6

Zionsville
Montezuma
Muncie

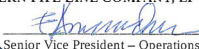
Area 7

Howell
Edgerton
Maumee
Jackson
Lee 8


EXHIBIT "C"
Signature Page


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the 29th day of May 2022.


PANHANDLE EASTERN PIPE LINE COMPANY, LP


Eric Amundsen 
Senior Vice President – Operations

David Minielly 
Vice President – Operations

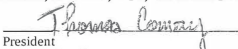
Dutch Schuman 
VP - Operations

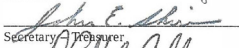
Robert Kerrigan 
SVP & HR Administration

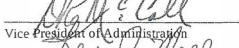
Naomi Manno 
Sr. Director – Human Resources

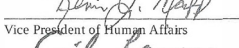
Michael Mrva 
Sr. Manager – Human Resources

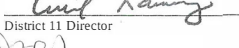
UNITED STEELWORKERS, AFL-CIO, CLC, ON BEHALF OF LU 348

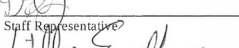
Thomas Conway 
President


John E. Shinn 
Secretary / Treasurer

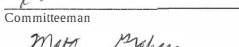
D.R. McCall 
Vice President of Administration

Kevin Mapp 
Vice President of Human Affairs

Emil Ramirez 
District 11 Director

Gregory Tate 
Staff Representative

Wilber Engelhardt 
Unit President

Kenny Kapp 
Committeeman

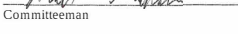
Matt Graham 
Committeeman

EXHIBIT "D"
Dues Deduction Authorization

PLEASE PRINT CLEARLY

First Name

**Middle
Initial**

Last Name

UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer

Facility

Date 20 _____

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, an irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, 60 Boulevard of the Allies, Pittsburgh, Pa. 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within on of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be give by me to the Financial Secretary of the Local Union.

While contributions of gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No.

Signature

Witness

Check No.

UNITED STEELWORKERS (USW) AFL-CIO-CLC

(USW) Local Union No.

I hereby request an accept membership in the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (also known in short as "United Steelworkers" or "USW"), an of my own free will hereby authorize the USW, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters including contracts which may require continuance of my membership in the United Steelworkers, as a condition of my continued employment.

_____ 20 _____
Date Signature

Name

Street Address/Postal Office Box No.

City State Zip Code

(_____) _____ - _____
Telephone Number

E-mail

Employer

Facility Department

\$ _____ Paid
Initiation Fee

UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer

Facility

____ 20 ____
Date

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, an irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, 60 Boulevard of the Allies, Pittsburgh, Pa. 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within on of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be give by me to the Financial Secretary of the Local Union.

While contributions of gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No.

Signature

Witness

Check No.

EXHIBIT "E"

Memorandum of Understanding - Waiver

This Memorandum of Understanding (hereinafter the "MOU"), is by and between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial, and Service Workers International AFL-CIO and Local 5-348 (hereinafter "Union") and Panhandle Easter Pipeline Company, LP (hereinafter the "Company")

In order to avoid potential grievances and/or arbitrations with respect to the process for filling temporary vacancies pursuant to the terms of Article VIII, Section 4 of the Articles of Agreement between the Company and the Union, the parties have agreed to enter into this MOU to clarify the process. In particular the parties specifically agree as follows.

(1) Any bargaining unit employee may waive the right to work in a higher classification by filing a written waiver with the bargaining unit employee's Operations Manager waiving the bargaining unit employee's right to work in any higher classification or classifications, subject to the waiver periods and conditions set forth herein. Employees must submit their waiver elections at least 30 days in advance of the start of the applicable waiver period in order to be accepted.

(2) The initial waiver period will be effective beginning the first full schedule following September 15, 2016, and will continue through the last full schedule immediately preceding March 31, 2017 (the "Initial Waiver Period").

Exhibit “E”

(3) The start of subsequent waiver periods after the Initial Waiver Period will be the effective date of the first full schedule following March 31, of the calendar year for which the waivers applies and will continue through the last full schedule with a start date immediately preceding March of the following calendar year.

(4) Waivers will remain in force and may not be revoked by the bargaining unit employee during the applicable waiver period, including during the Initial Waiver Period. No Bargaining unit employee will be eligible to bid on any job bulletin covering any classification on which such bargaining unit employee has a waiver in effect.

(5) In the event no reasonably qualified bargaining unit employee (i.e. a bargaining unit employee who is familiar with the applicable equipment and has successfully completed the job qualification exam for that classification) is available to fill a temporary vacancy in a higher classification, the junior qualified bargaining unit employee in the group at the location from lower classifications than the classification in which the vacancy occurs shall be obligated to fill such vacancy, regardless of whether such bargaining unit employee has a waiver on file for such classification.

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