

Working Agreement

by and between

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED**

**INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO. CLC
Local 348**

And

BUCKEYE PIPE LINE SERVICES COMPANY

FOR THE PERIOD February 1, 2019 TO AND INCLUDING JANUARY 31, 2022

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Preamble

Buckeye Pipe Line Services Company hereinafter referred to as the Company, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO. CLC, Local 348, hereinafter referred to as the Union, enter into the following agreement:

Definitions

For the purpose of this agreement, the terms below shall mean:

1. Headquarters -- Regular place of work as assigned by Company.
2. Regular Employee - Employee who has completed twelve (12) months of active and continuous service.
3. Probationary Employee -- Employee who has completed less than twelve (12) months of active and continuous service.

ARTICLE I

Scope of Agreement

1. The Company agrees to recognize the Union as the sole and exclusive bargaining agency for all employees of Buckeye Pipe Line Services Company who are engaged in the construction, and maintenance of any part of such pipelines, but excluding pipeline terminal employees, office and clerical employees, technical employees, salaried employees, and supervisors as defined in the NLRA.

ARTICLE II

Term of Agreement

1. This agreement shall become effective February 1, 2015 and shall continue in effect to and including January 31, 2019, and from year to year thereafter unless terminated or amended as hereinafter provided. Either party may terminate this agreement by written notice to the other party sixty (60) days prior to January 31, 2019, or any subsequent anniversary date hereof, however, either party may notify the other sixty (60) days prior to January 31, 2019, or subsequent anniversary date hereof, of its desire to amend this agreement. In this event, this agreement shall continue in full force and effect until the amendments have been agreed upon. Failing to agree on the amendments, the agreement shall continue in full force and effect until terminated by either party giving sixty (60) days written notice of intent to terminate.
2. Issues arising pursuant to any negotiations resulting from any reopener or termination of this Agreement shall not be subject to arbitration.

ARTICLE III
Strikes and Lockouts

It is agreed that there shall be no cessation of work through strikes by employees or lockouts by the Company during the term of this Agreement.

ARTICLE IV
Non-Discrimination

The Company and the Union agree that there will be no discrimination because of race, color, gender, religion, national origin, sexual orientation, disability, genetic information, veteran status, or any other status protected by applicable law.

The Company and Union also agree that neither the Company, the Union, nor any of their agents shall discriminate against any employee because of their membership or non-membership in the Union.

ARTICLE V
Seniority

Note: It is understood and agreed between the parties that in the determination of qualifications as used in Articles V, VI, and VII, it is intended that the Company have the responsibility for determining an employee's qualifications for a job, subject to their grievance procedure outlined in Article XXIX and the arbitration procedure as outlined in Article XXX.

Pipeline seniority will be used for the purposes of bidding, bumping, layoff, and vacation selection. Pipeline seniority is defined as the date an employee enters the bargaining unit.

1. All employees covered by this Agreement shall be considered to be probationary employees until they have been employed and have worked for twelve (12) months. During the probationary period, each employee will be entered on the seniority list as of the date of his/her original hire. For employees hired after February 1, 2015, the probationary period may be extended up to an additional six (6) months by mutual agreement between the Union and the Company.
 - A. The seniority date of any employee for the purpose of promotion, demotion, transfer, and layoff, who enters this bargaining unit shall be the date of his/her transfer to, or employment in this unit.
 - B. For the purpose of the Company's Benefit Plans, an employee's seniority shall be based on the length of his/her continuous service with the Company and shall be determined in accordance with the rules governing continuity of service.
 - C. An employee transferring into this unit shall be required to sign an acknowledgment of his/her seniority date, determined in accordance with the provisions of Paragraph B of Section 2 of this Article.

D. Tie-Breaker Provisions:

Where practical, the Company will vary the starting dates of employees therefore not giving employees the same Company Service Date.

Where two (2) or more employees have identical Job Seniority dates, the matter shall be settled by Bargaining Unit Seniority.

Where two (2) or more employees have identical Bargaining Unit Seniority dates, the matter shall be settled by Company Service (as recognized for the purposes of Article XXII – Vacation).

Where two (2) or more employees have identical Company Service, the matter shall be settled by using a coin toss.

1. If an employee who is laid off is re-employed on a regular or temporary position within one year from the date when his/her layoff becomes effective, his/her layoff shall not be regarded as an interruption in the continuity of his/her Company service, nor shall his/her earned seniority be affected.
2. It is agreed that the last employee hired shall be the first employee laid off in the case of a layoff when there is an employee senior in point of service who is qualified to fill the vacancy. The company agrees to give employees affected fourteen (14) days notice when possible. The application of this provision shall be delayed in the case of an employee who is off duty due to industrial injury until such time as employee is able to return to work.
3. When additional employees are required, the last regular employee laid off shall in each case be the first person rehired provided employee is qualified. Laid off employees desiring to avail themselves of this re-employment privilege must file their addresses with the proper officials of the Company at the time of the layoff and keep the Company advised of any change of address. Laid off employees who are offered employment with the Company must accept such offer promptly and must report for duty within ten (10) working days from the date of the notice to return to work unless unable to do so for some reason which is acceptable to the Company, in which case employee may be put to work when employee does report provided the Company can use his/her services at that time or employee may be offered employment again at a later date. For the purpose of this provision the Company will have been deemed to have properly notified the employee if the notice is sent by registered mail to the last address given by the employee.
4. If an employee who is laid off and desires to be recalled complies with all the foregoing provisions, but employee is not recalled to service within one (1) year from the date of layoff, his/her services will be terminated at the expiration of the one-year period.
5. A seniority list showing the name, classification, , seniority date, and the regularly established headquarters of each employee covered by this Agreement shall be compiled and posted by the Company on all bulletin boards, and copies thereof delivered to the Chairman of the General Workman's Committee. A new list shall be

posted each February by the Company in accordance with the above procedure. An employee who takes exception to the list or any supplement thereto is privileged to file a written complaint with the Company within fifteen (15) days after posting and such exception may be jointly investigated by the Company and the General Workman's Committee. If an error is found, it shall be corrected.

6. In transferring employees, within a classification, from one location or another, to balance manpower or adjust crews, the employee or employees with the greatest service seniority will be given the first privilege to do so, and progressing to others according to their seniority rights. Moving expense will be allowed as provided in Article XIV.
7. The Company will continue to make available bulletin boards, at all permanent Company facilities that house two (2) or more employees for the exclusive use of the Union. Such bulletin boards shall be used for the purpose of posting routine notices and bulletins pertaining to Union meetings and other regular business of the Union; provided however, that nothing of a political, religious, offensive, discriminatory or controversial nature may be posted. All postings must be signed by a Union official or a duly elected Union Steward.
8. Such bulletin boards will have locks. Both the appropriate Union Steward and the Local Supervisor will have keys.

ARTICLE VI **Job Posting**

When a regular opening exists in a classification covered by this Agreement, except the Entry Level Position, or such classifications which are covered by management selection, an electronic posting setting forth all the pertinent information and specific job duties required for the specific location with respect to the posted job shall be placed by the Company to all employees of the bargaining unit for a period of fourteen (14) calendar days during which time employees must post an application for the vacancy. An employee who wishes to apply must submit an application to the Operations Manager posting the position. Such vacancies shall be filled by the senior qualified employee from among the employees who apply, except where no qualified employees apply for the job, in which event the Company shall have the right to select any qualified employee from the Business Unit to fill the vacancy, or if none is available, the Company shall have the right to fill the vacancy from any source. All applicants outside this local agreement will be notified in the posting that this position is covered by a collective bargaining agreement, and the applicable contract language for filling vacancies will be followed before candidates outside the bargaining unit will be considered. Once a position has been posted, the Company may, in lieu of a 14 day posting period, poll employees for their interest in the posted position. If no employees are interested in the posting position and express such in writing, the Company may move the posting to the next step prior to the expiration of the 14 day period.

1. An otherwise eligible employee shall be disqualified for bidding on or assignment to vacancies in situations where they would be under the direct supervision and/or jurisdiction of their spouse, parent, child, brother, sister, stepparent, stepbrother, stepsister, stepchild, aunt, uncle, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law,

grandparent or grandchild. In addition, an individual should not be hired for any position that reports directly to or is under the jurisdiction of a relative as defined above.

ARTICLE VII **Demotions**

1. An employee whose assignment is discontinued shall be privileged to displace in classification for which employee is qualified. An employee whose assignment is discontinued shall be entitled to displace the employee with the least service seniority whose assignment employee is qualified to fill. The junior employee in any classification who has been displaced will first be entitled to displace the employee with the least service seniority in any wage level provided employee is qualified to fill such assignment. If employee is not qualified to displace any such employee in any wage level, employee may then demote to the next lower or higher wage level in which employee can qualify and there displace the employee with the least service seniority provided employee is qualified to fill such assignment. For the purpose of this Article, in no instance shall one employee displace another employee with the same or more service seniority.
2. In the event an employee whose assignment has been discontinued does not wish to displace employees in the manner set forth above, employee may displace a junior employee in any lower classification in use and headquartered at the location whose assignment employee is qualified to fill, or employee may demote to the lowest classification and there displace the employee with the least service seniority.
3. In the event an employee finds it necessary to request a demotion on account of ill health, injury, or other good and sufficient reasons, employee may, with Company approval, be demoted to any classification for which employee is qualified, provided such employee displaces an employee with less service seniority than his/her own, and further provided such employee displaces the employee with the least service seniority in the classification at the location to which employee is demoted.
4. Any non-supervisory employee who is demoted for disciplinary reasons may be demoted to the lowest classification.
5. An employee who has been appointed to a Operations Manager or clerical position may be demoted into classifications covered by this Agreement under the following circumstances: provided that employee formerly worked in a classification listed in this Agreement, that employee displaced the employee with the least service seniority in the classification at the location to which demoted, that the Company shall bear all necessary moving expenses of other employees affected by the demotion. Time spent by such employees in supervisory or clerical positions shall be included in computing service seniority.
6. If an employee is reduced to the lowest classification employee will be reduced to the lowest level of commensurate with his/her years of service.

ARTICLE VIII **Classification Changes**

1. Each employee shall be assigned a base classification for the purpose of identifying his/her regular job and classification rate. No arbitrary changes in present classification will be made for the purpose of reducing the pay of any classified job.
2. If any regularly assigned employee is temporarily shifted to any classification paying lower wages than his/her regularly assigned classification, no reduction in wages shall be made.
3. Ordinarily, work peculiar to a classification shall be done by employees regularly assigned to that classification. It is understood, however, that due to the nature of pipeline operations, qualified employees may be required to perform safely and efficiently the work of classifications to which they are not regularly assigned. It is agreed and understood that all current job descriptions include "other duties as assigned".
4. A member of management shall not be allowed to perform any work peculiar to any classification that is regularly assigned to employees in the bargaining unit so as to displace any employee in the bargaining unit, except for emergency and training situations.
5. Terminal Operators will be allowed to work on the Right of Way and Station facilities under certain conditions:
 1. Terminal Operators will work within the Pipeline CBA at the request of a Pipeliner, E&M Technician or the Operations Manager
 2. All Pipeliners and E&M Technicians covered under the Pipeline CBA will be given first opportunity to work overtime prior to a Terminal Operator working within the Pipeline CBA provided that this does not require stoppage or delay of work in progress.

ARTICLE IX
Temporary Assignment

1. All vacancies occurring by reason of leave of absence (military or non-military), personal injury and illness, vacations, special assignment, and vacancies in jobs of limited duration, shall be considered a temporary vacancy. If the Company decides to fill such temporary vacancy, such vacancies shall be filled by the senior qualified employee where the vacancy occurs. If none of the eligible employees accept assignment, then the Company shall have the right to assign the work to the least senior qualified employee. If a temporary vacancy exists for more than thirty days (30) the Company will fill such vacancies for the duration of the absence as set forth in this article.
 - a) Vacancies in entry level classifications considered necessary to be filled by management will be filled as outlined in sub-section (b) of this Article IX, Section 1.
 - b) Vacancies in other classifications shall be filled by the senior qualified employee desiring the assignment where the vacancy occurs. If none of the eligible employees desire the

assignment, then the Company shall have the right to assign the work to the least senior qualified employee.

- c) When a temporary vacancy cannot be filled in the manner outlined in sub-sections (a) and (b) above, an Operations Manager may be assigned to fill the vacancy within the limits of Section 2 of this Article.
 - d) If overtime is created by a vacancy in the classification, it is understood that it will first be offered to employees in that classification at that location.
2. A temporary vacancy, when filled by a Operations Manager, shall be construed to mean an absence of duty of an employee as follows: sickness not to exceed thirty (30) days, occupational and nonoccupational injury not to exceed thirty (30) days, jury duty until released by the court, vacation not to exceed thirty-five (35) days in a calendar year, attendance at Union meetings, and leave of absence for any other reason not to exceed thirty (30) days.

ARTICLE X

Hours of Work

- 1. The working time of an employee shall begin when employee has reported for work at the designated time and place, and the time spent at the beginning of the day's work in going from such place to the job and returning from the job at the close of the day's work to such designated place shall be included in the regular working day for which the employee is to be paid.
- 2. Regular hours of work for all employees covered by this contract shall not exceed twelve (12) hours per day. Employees will be assigned a regular work schedule.
- 3. Employees are normally scheduled to work daylight hours Monday through Friday. However, in operations where it is necessary to work daylight hours in excess of five days a week, the employees may be regularly scheduled to work Saturdays and Sundays without premium pay, except where the hours worked in such Saturday and Sunday exceed eight hours per day or total more than forty hours in a workweek. In the event employees are regularly scheduled to work Saturday and/or Sunday, they will be scheduled to have two other consecutive days off.
- 4. When employees work hours in excess of their daily schedule or physically work in excess of forty (40) hours in any one week, they shall be compensated for such hours worked at one and one-half times the regular rate of pay. Vacation hours shall be included in the calculation of hours worked for overtime purposes.
- 5. An employee shall not be paid both daily and weekly overtime for the same hours worked.
- 6. Work schedules shall be changed to Daylight Saving Time each Spring and returned to Standard Time each fall in accordance with appropriate dates. Employees will be paid for all hours worked in accordance with Article X, except when overtime payment will not be made for "quick come backs" resulting from the change to Daylight Saving Time.

7. Upon request, the time record of an employee shall be made available for inspection by an employee for the purpose of correct compensation, or, at employee's written request, by the Chairman of the General Workmen's Committee, provided request is made within thirty (30) days after receipt of pay for the period in question.
8. The work week will be Sunday 12:01 AM (0001 hours) to Saturday 12:00 PM (midnight/2400 hours).
9. Employees' days off will be consecutive where practicable.
9. With the approval of the Company, employees 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 employee to be on duty more than sixteen (16) hours out of any twenty-four (24) hour period. Provided, further, that the employees who exchange shifts under this section shall not receive any payment under Article XI as a result of such exchange.
10. No employees shall be required to take time off from his/her regular schedule as a result of having worked overtime, except in cases, where, in the opinion of the Company, it would be unreasonable or hazardous to allow the employees to continue working.
11. When an employee loses time and pay as a result of schedule changes or changes in hours, the Company shall afford the employee the opportunity to make up such lost time, or shall compensate employee in lieu thereof.
12. Any employee who reports for work and for whom no work is provided because of a change in his/her schedule or some other action by management, disciplinary action excluded, shall receive a minimum of four (4) hours pay at his/her regular straight-time rates, unless employee is previously notified at least one (1) hour in advance of reporting time not to report for work.
13. Overtime will be divided equally among the available employees at each location in each classification insofar as practical. A list of overtime will be kept by the Operations Manager and made available to employees upon request. For the purpose of distribution, overtime refused will be considered as overtime worked.
14. For attendance and participation outside of his/her regular working hours in such activities as training and safety training meetings, demonstrations of equipment and methods, etcetera, when required by management, an employee will receive pay at one and one-half
15. (1-1/2) times his/her regular straight-time rate. However, when such hours are contiguous with the schedule worked by the employee, employee shall receive straight time pay for the schedule worked. If the hours of such attendance are not contiguous with a schedule worked by the employee, employee shall receive a minimum of two (2) hours at one and one-half (1-1/2) times his/her regular straight-time rate.

ARTICLE XI
Call Outs

1. If an employee while off duty is required to report for work outside assigned regular schedule, employee shall receive pay for actual time worked at one and one-half (1-1/2)

times his/her regular rate, with a minimum payment equivalent to four (4) hours pay at his/her regular straight-time rate. If no work shall be required of any employee called, employee shall receive pay for four (4) hours at his/her regular straight-time rate.

If an employee is called to find a solution to resolve a work related issue, the employee shall receive two (2) hours of pay at the straight time rate. If an employee is called within two hours of receiving the first call, the employee shall not be paid an additional two hours. If the employee is called beyond two hours, even if related to the initial call, the employee shall be paid an additional two hours.

2. If an employee is asked to report early, employee shall be given the opportunity to continue work through his/her normal schedule, and will not be required to take time off to limit the time worked in the work day to eight (8) hours.
3. An employee asked to begin work four (4) hours or less in advance of his/her regular starting time shall receive one and one-half (1-1/2) times his/her regular rate of pay for time worked up to his/her regular starting time, and for all continuous hours worked that immediately follows his/her regular quitting time. If, however, an employee is asked to begin work more than four (4) hours in advance of his/her regular starting time, employee shall be paid one and one-half (1-1/2) times his/her regular rate for all continuous hours so worked.
4. An employee may be required to take time off from his/her regular schedule as a result of having worked overtime, when the employee's continuous hours are excessive, and it would be hazardous to allow the employee to continue working.

ARTICLE XII

Meal Allowance

1. For any employee who is not eligible for board and lodging allowance as provided in ARTICLE XV the Company will supply meals or a meal allowance in lieu thereof, as described below:
 - (a) An employee who is required to work two hours or more past the regular quitting time shall be supplied with food at Company expense, or, in lieu thereof, shall be paid \$15.00 as meal allowance. When food is supplied, the employee shall be permitted to eat the food while on duty as soon as operating conditions will permit.
 - (b) Any such employee on call-out with less than three (3) hours notice, where it is expected that employee will work five (5) hours or longer, will be supplied with a meal at Company expense. As near as practical, the first such call-out meal will be supplied at the time of his/her first regular meal-time or at the end of the five-hour period if it does not include a regular meal time. Thereafter, the meals will be supplied as near each five-hour interval as practical from the time the first meal was due.
 - (c) Any such employee on call-out with three (3) or more hours notice, will be expected to eat before reporting to work and have a lunch at his/her own expense.

- (d) If the Company does not supply the meals specified for its expense in "a", "b", and "c" above, the employee will be paid \$15.00 as a meal allowance in lieu thereof. During the period of continuous work when a meal is supplied, the employee shall be permitted to eat food so provided on Company time; however, when the meal allowance is paid, or when a meal is provided at the conclusion of a period of continuous work, the Company will not pay for the time to eat such meal. Receipts will be required for any meals over the allowance amount.
2. For any employee working away from his/her headquarters who is eligible for board and lodging allowance as provided in ARTICLE XV, the Company will endeavor to supply food at intervals comparable to those in "Section 1", above, of this ARTICLE XII. Where this is not practical, efforts will be made to grant time off to obtain meals at comparable times.

ARTICLE XIII

Job Classifications and Rates of Pay

1. Job classifications and notes of pay are in Appendix I
2. Employees shall be paid a differential of seventy-five (75) cents per hour for hours worked from 5:00 pm to midnight and one dollar and fifty cents (\$1.50) per hour for the hours worked from midnight and 7:00 am. Employees who work past their 7:00 am to 4:00 pm schedule will not be paid the differential. However, a person scheduled to work the hours between 5:00 pm and 7:00 am shall be paid the applicable differential. Differential pay will not apply to compensation for vacations, sickness, jury duty, call-outs, under court subpoena and other absences with pay.
3. All heavy equipment within this CBA will be operated by trained and skilled personnel.
4. Employees in the CBA who are asked to be a Point Person have the right to turn down the offer without any rebuttal. If an employee elects to accept a Point Person role, it is expected that the employee will fulfill the duties of that role. The Company will provide training for all Point Person roles.

ARTICLE XIV

Transfer-Transportation

1. When an employee is required to report at a regular place of work and employee is instructed to report to any other place of work, any necessary traveling shall be done on Company time and at Company expense.
2. If, at Company request, an employee travels during his/her regular scheduled working hours but performs no work during that day, employee shall be paid for his/her regular scheduled hours. In the event that the Company revises its current relocation policy and increases the amount of relocation allowance, the Company will extend the changes to all employees covered by the bargaining unit.

3. Moving expenses shall be paid on the basis of the Buckeye Pipe Line Services Company Moving Expense Policy for Hourly Employees in effect at the time of transfer, to employees who are required to move their households at:
 - (a) Company request or convenience.
 - (b) As a result of the discontinuance of a job or jobs and consequent exercise and increase in rate of pay for the employee.

In the event that the Company revises its current relocation policy and increases the amount of relocation allowance, the Company will extend the changes to all employees covered by the bargaining unit.

4. Employees may, with permission of their Operations Manager, occasionally and infrequently exchange shifts or job assignments within their classification. No expense or overtime pay resulting from such exchange is to be incurred by the Company. When an exchange of jobs is involved, written assurance must be given to the Operations Manager that the exchange is agreeable to both the employees concerned and the Union.
5. Employees required to use their personal cars on Company business shall be compensated for such use per the currently effective Company policy.

ARTICLE XV **Expenses**

1. It is the intention of Company and Union that every employee shall be reimbursed for reasonable necessary expenditures made by employee while away from his/her regular headquarters on Company business. The Company shall assign a regular headquarters for each employee, and agrees not to change headquarters temporarily in order to avoid payment of expenses. Reimbursement shall be limited to those reasonable additional expenses which employee would not have incurred had employee been staying at Headquarters of his/her usual place of living and working. In some instances an employee's residence and his/her headquarters may not be in the same location. Because of this difference, employees who are required to remain away from headquarters overnight may be able to stay in their usual place of residence. In such cases these employees may not claim as expenses any meals or lodging obtained while living in their own home.
2. Expense accounts shall be submitted in accordance with the currently effective Company policy.

ARTICLE XVI
Leave of Absence

1. If an employee having more than one years continuous service with the Company desires a leave of absence in order to engage in any work pertaining to the business of the Union, said leave will be granted by the Company, and the granting of such leave, not to exceed one year, shall not affect such employee's seniority status; provided further, that this right shall not be exercised by more than two persons at the same time in one work unit. Such leave shall be without pay.

ARTICLE XVII
Discharges

1. An employee shall not be discharged on account of any injury to such employee if employee is physically and mentally capable of continuing his/her duties.
2. In case any employee is discharged under protest, an immediate and full hearing shall be afforded the discharged employee, at which time the Workmen's Committee, the discharged employee, other persons of his/her selection, and representatives of the Company may be present. If the matter is not settled at this hearing, it may then be settled through the regular grievance and arbitration procedure.

ARTICLE XVIII
Physical Examinations

1. If an employee is absent from duty due to illness or physical impairment, employee may be required to present a certificate of physical fitness signed by an accredited physician before being readmitted to work. The Company, however, shall have the right to require a physical examination by a physician selected by the Company.
2. Employees returning to service with the Company from any approved leave of absence may be examined by an accredited physician chosen by Company, and at Company expense.
3. In case a dispute arises over the physical fitness of an employee to return to work or to continue to work, a board of three (3) accredited physicians shall be selected, one by the Company, one by the employee, and one selected by the two so named. The decision of the majority of the board shall be final. Company shall bear the expense of the physician it selects and half of the expense of the physician chosen by the first two. The employee shall bear the expense of the physician employee selects and half of the expense of the physician chosen by the first two.
4. It is understood that short-term disability and provisions in Sections 1 and 2 will be administered by the Company's STD Policy and carrier.

ARTICLE XIX
Safety and Inspection of Equipment

1. Inspection of all equipment where explosions, fires, or industrial accidents are likely to result in loss of life or injury to employee shall be made from time to time by the District Leadership Team or other person designated by the Company from time to time. An inspection of any equipment may be secured upon the recommendation of the workmen employed on such equipment. The Local Workmen's Committee or any employee may make written or oral suggestions to the Senior Director Field Operations, Operations Manager or his/her representatives as to the elimination of hazards in order to prevent accidents.
2. No employee shall be required to perform hazardous work that seriously endangers his/her physical safety, and his/her refusal to do such work shall not warrant or justify discharge. The hazardous work referred to in this paragraph means such industrial hazards as may arise in the operations and conduct of the Company's business that are within the control of the Company. In all such cases, an immediate conference between the Company and the Union shall be held to settle the issue in question.

ARTICLE XX
Health and Safety Committee

1. There shall be established a joint Employee-Management Health, and Safety, and Environmental Committee (HSEST), consisting of one (1) Union representative from each work unit within the Business District and additional Company representation.
 - a) Objectives of committee shall include but not be limited to the following:
 1. Promote work group involvement in health, safety, environmental, and compliance performance improvements.
 2. Address employee health, safety, and environmental concerns and ideas.
 3. Promote and provide applicable and required training.
 4. Provide effective communication methods throughout the District.
 5. Continue to place high priority on health, safety, environmental, and compliance.
 6. Continue to utilize Pipeline Business Unit HSE resources.
 7. Utilize RCFA and other available processes for collecting and implementing applicable best practices.
 8. Promote/encourage Near-Miss reporting as a learning tool in District.
 - b) The joint committee shall meet as often as necessary, but not less than once every two (2) months for the purpose of considering and reviewing health, safety, and environmental conditions and practices through employee ownership. Union Committeemen shall have the right to investigate accidents in accordance with procedures established by the Company and Committee. The joint committee shall make constructive recommendations with respect thereto, including but not limited to the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices, and to improve existing health, safety, and environmental conditions and practices.
 - c) All matters considered and handled by the Committee shall be reduced to writing, and joint minutes of all meetings of the Committee shall be made and maintained, and copies

thereof shall be furnished to all employees. Time spent in connection with the work of the Committee by Union representatives, including walk-around time spent in relation to inspections and investigations shall be considered and compensated for as their regularly assigned work.

2. The Company will, from time to time, retain at its expense, qualified industrial health consultants, subject to the approval of the International Union President or his/her designee, to undertake industrial health research surveys, as decided upon by the Committee, to determine if any health hazards exist in the work place.
3. Such research surveys will include measurements of the exposures in the work place, the results of which will be submitted in writing to the Company, the International Union President, and the joint committee by the research consultant, and the results will also relate the findings to existing recognized standards.
4. The Company shall pay for the appropriate physical examination and medical tests at a frequency and extent determined from time to time by the joint committee.
5. The Union agrees that each research report shall be treated as privileged and confidential to the extent that disclosure of information in the nature of trade secrets will not be made without the prior written approval of the Company.
6. At a mutually established time, subsequent to the receipt of research survey reports, the joint committee will meet for the purpose of reviewing such reports and to determine whether corrective measures are necessary in light of the industrial consultant's findings, and to determine the means of implementing such corrective measures.
7. Within sixty (60) days following the execution of this agreement, and on each successive October 1 thereafter, the Company will furnish to the Union all available information on the morbidity and mortality experience of its employees.
8. In addition to the foregoing, the Company intends to continue its existing industrial hygiene program as administered by Company personnel.
9. Any dispute arising with respect to the interpretation or application of the provisions hereof shall be subject to the grievance and arbitration procedures set forth in the agreement.

ARTICLE XXI
Company Called Conferences

Employee shall suffer no loss of time or pay for attending meetings called by the Company, which meetings occur during the employee's regular work hours.

ARTICLE XXII
Vacations

The Company Vacation Policy will be utilized for purposes of eligibility and accrual.

If an employee terminates as a result of retirement or layoff, the employee will be paid the full remaining vacation allowance. In the instance of retirement, to receive the full vacation allowance for the year, the employee must complete the first two months of the calendar year, otherwise the vacation will be based on the accrual. If an employee resigns or is terminated for cause, the employee will be paid the unused accrued vacation.

When an employee is called back to work by Management from vacation, all time credited for vacation already taken in that week shall be counted as time worked for the purposes of computing overtime and premium pay. Vacation, unused as a result of call-back will not be counted for the purposes of the computation of overtime and premium pay. Such unused vacation may be rescheduled by the employee subject to the other provisions of this Article and with the approval of Management.

Section 2

If the Company cancels previously scheduled and approved vacation, the Company will reimburse the employee for any advance payments made by the employee for transportation and/or lodging which are unrecoverable by the employee due to such cancellation. To be eligible, the employee must have notified the Supervisor of such monetary commitments no later than the time the employee was notified of the cancellation. Receipts and other documentation will be required for reimbursement.

ARTICLE XXIII **Holidays**

Holiday Schedule will be as follows:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

Additionally, there will be one (1) Floater Day that can be taken at employee's choosing. Employee must submit request for floater day at least one (1) week prior to date requested and obtain approval from Operations Manager.

Any holiday falling on Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday.

1. **Holiday Pay.** For each holiday observed, an employee shall receive holiday pay equivalent to eight hours' straight time pay at: (1) his/her scheduled rate if the holiday occurs on his/her scheduled workday, or (2) at the rate paid on his/her last work day preceding the holiday if the holiday occurs on his/her scheduled day off, provided:

- a) employee actually works on the holiday, or
 - b) on his/her nearest scheduled work day preceding or following the holiday employee actually works or is on vacation in accordance with the Policy concerning Vacations.
2. Work performed on Holidays. An employee who works on an observed holiday shall receive, in addition to the holiday pay provided for in Section 2 of this Article, one and one-half (1-1/2) times the straight time rate for the first eight (8) hours worked. An employee who works more than eight (8) hours on any of the above mentioned holidays shall be paid two and one-half (2-1/2) times the straight time rate for all hours worked in excess of eight (8).
3. Overtime Pay. For the purpose of computing overtime pay for work in excess of 40 hours a week in which a holiday occurs, only those regularly scheduled on the holiday for which the employee received holiday pay shall be counted as hours worked.

ARTICLE XXIV
Benefit Plans

Plans and Policies of the Company such as Retirement & Savings Plan, Medical Insurance, Prescription Drug, Dental Insurance, Vision Insurance, Basic Life Insurance, Supplemental Life Insurance, Supplemental Accidental Death & Dismemberment Insurance, Sick/Short-Term Disability, Long-Term Disability, Health Advocacy, Flexible Spending Accounts, Employee Assistance Program, Wellness Program, Educational Assistance, Matching Gifts, Family Scholarship, Bereavement Policy, Jury Duty Policy, Severance Policy, Family and Medical Leave Policy will continue in force during the life of this Agreement, provided, however, that these plans shall be subject to any change or revision which is made generally effective throughout the Company.

ARTICLE XXV
Notices

1. All notices required to be given hereunder shall be in writing and shall be deemed to be properly served if delivered in person or sent by registered mail addressed to the party for whom intended. Date of service of a notice sent by registered mail shall be the date on which such notice is deposited in a post office of the United States Postal Service.

ARTICLE XXVI
Local Workmen's Committee – General Workmen's Committee

1. Local Worker's Committee will be selected by the Union, one committee for each work unit, such as a main line pumping station. Each committee shall consist of not more than three members, one of which will be chairman. It is agreed that no employee with less than one year of service shall be permitted to serve on any workmen's committee.
2. A General Worker's Committee shall be elected by the membership.

3. The number of employees covered by this Agreement who may be present at any joint conference for the purpose of collective bargaining negotiations or settling grievances shall not exceed three.
4. Representatives of the Union who are employees of the Company shall not be subjected to loss of time or pay for such time they spend during their working hours conferring with management.

ARTICLE XXVII
Payroll Deduction Authorization

1. The Company will make deductions each month from the salary of an employee who is a member of the Union upon written authorization of such employee. The authorization shall be in the following form:

I hereby direct the Buckeye Pipe Line Services Company to deduct from my salary the regular monthly dues as fixed by the USW, payable to the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,, Allied-Industrial and Service Workers International Union, AFL-CIO, International Secretary-Treasurer. The first deduction shall be made from the salary due me for the first month following the delivery of this authorization to the Company, and monthly deductions shall continue from that date for a period of one year or until the expiration of the collective bargaining agreement between the Company and the Union, whichever occurs sooner, and from year to year thereafter unless this authorization is canceled by me in writing during the thirty (30) day period immediately preceding the above-mentioned one-year period or expiration date, or during the thirty (30) day period immediately preceding any anniversary date thereof.

Date

Signature of Employee

ARTICLE XXVIII
Grievance Procedure

1. Any employee who feels that employee has not been accorded proper consideration or treatment in respect to any matter affecting his/her employment shall proceed in the following manner:
 - a) He shall first discuss his/her complaint with his/her Operations Manager with or without a representative of the Local Worker's Committee being present, as employee may elect, in an attempt to reach a satisfactory settlement.
 - b) All grievances not settled by mutual agreement must be submitted in writing on appropriate form and filed with the Operations Manager within fifteen (15) days, if possible, but in no event later than thirty (30) days following the occurrence causing the grievance. Any grievance not so filed shall be deemed to have been waived and shall not be entitled to consideration. The Operations Manager shall answer the grievance within ten (10) days, exclusive of Saturdays, Sundays and Holidays, from the date of presentation in written form. The grievance form shall be dated and signed by the employee and three copies given to the Operations Manager who will insert his/her decision, sign and date the form, returning two (2) copies to the employee.
 - c) If the employee fails to secure a satisfactory adjustment of his/her grievance, employee may submit his/her grievance to the Chairman of the General Workmen's Committee. If the General Workmen's Committee so elects, it shall be appealed to the Senior Director Field Operations, within ten (10) days, exclusive of Saturdays, Sundays and Holidays after return from the Operations Manager of the grievance form with the Operations Manager's decision noted thereon. Grievances thus appealed shall be discussed at a mutually convenient time and place between the employee, the General Workmen's Committee, and the Senior Director Field Operations. The discussion and disposition of the grievance shall occur not more than ten (10) days, exclusive of Saturdays, Sundays, and Holidays, subsequent to the date that the Senior Director Field Operations, was presented with the grievance form (duplicate) representing an appeal from the Operations Manager's decision. Either party may elect to request a conference between the Chairman of the Local Workmen's Committee, the Chairman of the General Workmen's Committee, the Senior Director Field Operations, or their representatives, to discuss the grievance. Minutes of this conference shall be kept and signed jointly by the Chairman of the General Workmen's Committee and the Senior Director Field Operations, or his/her representative. Copies of these minutes shall be attached to the Senior Director Field Operations's, and the Chairman of the General Workmen's Committee's grievance form within ten (10) days following the date the conference was held. The Senior Director Field Operations's decision and the date thereof shall be recorded on all copies of the grievance form and one copy thereof returned to the General Workmen's Committee.
- 2) Any individual employee or group of employees shall have the right at any time to present grievances to Company and to have such grievances adjusted without the intervention of a Union representative, as long as the adjustment is not inconsistent with the terms of this Agreement, provided, that the Union has been given an opportunity to be present at such adjustment.

ARTICLE XXIX
Arbitration Procedure

1. Only grievances concerning the interpretation, application, or alleged violation of any of the terms or provisions of this Agreement and which are not satisfactorily settled under the provisions outlined in Article XXIX may be submitted to arbitration.
2. If the Union desires to submit a grievance to arbitration, it shall notify the Company in writing of such desire within ten (10) days excluding Saturdays, Sundays, and Holidays next following the issuance of the Senior Director Field Operations, final decision thereon. A panel of 7 Arbitrators will be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall have fourteen (14) days from the date the panel is received to alternate striking names from the panel. The parties will alternate striking names beginning with the Union. The decision of the arbitrator selected from the panel appointed by the Federal Mediation and Conciliation Service shall constitute the decision of the Parties and shall be final and binding on both the Company and the Union. Each party shall bear equally the fees and expenses of the arbitrator.
3. The arbitrators to whom any grievances shall be submitted in accordance with the provisions of this Article shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement, insofar as shall be necessary to the determination of such grievance, and shall not have jurisdiction or authority to alter or amend in any way the provisions of this Agreement or any agreements made supplementary thereto. Any case appealed to any such arbitrators on which such arbitrators have no power to rule shall be referred back to the parties without decision.

ARTICLE XXX
Management Functions

1. The Company retains the right, except as expressly restricted by the provisions of this Agreement to exercise its normal management functions, such as but not limited to the determination of the work to be performed, the organization and assignment of work, and the determination as to whether and when any operations shall be discontinued or modified in whole or in part.

ARTICLE XXXI
Validity

1. This Agreement shall be subject to all present and future applicable laws, orders, rules and regulations of governmental authority.
2. Should any part of this Agreement be held invalid by any court of competent jurisdiction, such holding in no manner invalidates the entire Agreement or any other part not directly affected by such holding. In such event, the parties hereto agree to meet for the purpose of reaching agreement which will be substituted for that part of the agreement invalidated.

3. This agreement cancels and supersedes all prior agreements between the parties. Working Agreement by and between United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, CLC Local 348, and the Buckeye Pipeline Services Company for the employees of the Kansas City portion of the Mid America Business District of BP Pipelines (North America) Inc., for the contract period February 1, 2009 to and including January 31, 2012.

ARTICLE XXXII

Employees in the bargaining unit will be eligible to participate in a Safety Incentive Program when developed by the Company.

ARTICLE XXXIII

Employees covered by this CBA will be eligible for the Company Gain Sharing Plan for the duration of the program.

ARTICLE XXXIV

The Company agrees that it will not contract work normally performed as part job accountabilities that could cause a layoff or reduction of hours below 40 to any employee in the bargaining unit.

KANSAS CITY PORTION OF MIDWEST BUSINESS DISTRICT

PACE Local 5-348

Maintenance of Rate Stipulation

The Amoco Pipeline Company, a Maine Corporation, hereinafter referred to as the "Company", and the Oil, Chemical and Atomic Workers International Union, Local 5-348, hereinafter referred to as the "Union", agree as an added stipulation to the Contract Settlement covering the period February 1, 1996 through January 31, 1999, the following will apply:

- 1) Each regular employee, who as of February 1, 1996, has completed one (1) to fifteen (15) years of net credited service and who is demoted from his/her permanent (base) classification to a lower paying classification because of a permanent reduction in force shall have his/her higher classification rate maintained for eighteen (18) weeks, and each such employee who has completed fifteen (15) years or more of net credited service shall have his/her higher classification rate maintained for eighteen (18) weeks plus one (1) week for each complete year of net credited service employee holds as of February 1, 1996.
- 2) The foregoing provisions will not apply:
 - a) to demotions resulting from a catastrophe or unexpected event beyond the reasonable control of the Company;
 - b) to any employee terminated, laid off, demoted at his/her own request, demoted for just cause or for such reasons as failure to maintain his/her qualifications to fill the classification - physical limitations - unsatisfactory performance, or to any employee who refuses either permanent or temporary promotion;
 - c) to any employee assigned to a job paying a higher rate than his/her maintained rate;
 - d) to any overtime or premium payments (such payments will be computed on the regular rate for the classification involved).
- 3) To qualify for the maintenance of rate described above, an employee must have held his/her permanent classification for at least three (3) consecutive months and must have worked on or above his/her permanent classification for a period of three (3) consecutive months within the 12-month period immediately prior to the effective date of his/her reduction in permanent classification. Approved absence with pay shall count as time worked for the purpose of this paragraph.

Dated _____

AMOCO PIPELINE COMPANY

By _____
G. W. White
District Manager

By _____
M. D. Brozovich
Team Leader

By _____
R. E. Smith
Human Resources

ACCEPTED FOR OIL, CHEMICAL AND ATOMIC WORKERS INTERNATIONAL UNION
LOCAL 5-348

By _____
International Representative
Ernie Anderson

By _____
Chairperson, Local 5-348
Robert P. Westfall

By _____
Chairperson, Local 5-348
John L. Von Tersch

By _____
Chairperson, Local 5-348
John Maglich

RENEWED 2/1/2012
BY BUCKEYE PIPE LINE SERVICES COMPANY
OCAW LOCAL 5-348

Job Security Stipulation

The Amoco Pipeline Company, a Maine Corporation, hereinafter referred to as the "Company", and the Oil, Chemical and Atomic Workers International Union, Local 5-348, hereinafter referred to as the "Union", agree as an added stipulation to the Contract Settlement covering the period February 1, 1996 through January 31, 1999, the following will apply:

After discussing ways and means to continue the availability of jobs for regular employees on the payroll on February 1, 1996, an understanding with respect to such employees was reached between the parties as follows:

- 1) If, due to operational changes solely within the control of the Company, it appears necessary to reduce the work force by layoff of such regular employees, excluding season or temporary layoffs, prior to the expiration of this Memorandum of Agreement on January 31, 1999, the Company will give the Union at least 90 days' written notice prior to the date that such a layoff may occur. During the 90-day period the Company will discuss the proposed changes with the Union for the purpose of determining ways and means of avoiding the layoff or lessening its effect on such employees.
- 2) The layoff problem will be considered resolved if sufficient regular employees on the payroll on February 1, 1996, excluding seasonal and temporary employees, are offered other job opportunities or accept voluntary forms of termination.
- 3) If the layoff problem is not resolved in accordance with the foregoing, either the Company or the Union, may, prior to such layoffs, terminate the working agreement by giving 90 days' written notice.
- 4) The Company will be under no obligation to implement any employee acceptance with severance until the Union enters into an agreement with the Company signifying its acceptance of the resolution of the problem.

Dated _____

AMOCO PIPELINE COMPANY

By _____
G. W. White
District Manager

By _____
M. D. Brozovich
Team Leader

By _____
R. E. Smith
Human Resources

ACCEPTED FOR OIL, CHEMICAL AND ATOMIC WORKERS

INTERNATIONAL UNION, LOCAL 5-348

By _____
International Representative
Ernie Anderson

By _____
Chairperson, Local 5-348
Robert P. Westfall

By _____
Chairperson, Local 5-348
John L. Von Tersch

By _____
Chairperson, Local 5-348
John Maglich

**RENEWED 2/1/2012
BY BUCKEYE PIPE LINE SERVICES COMPANY**

KANSAS CITY PORTION OF THE MIDWEST BUSINESS DISTRICT

OCAW Local 5-348

Closure Stipulation

The Company will notify the Union, in writing, at least six (6) months in advance of a complete planned termination of operations of the Kansas City portion of the Midwest District represented by Local 5-348 of the Oil, Chemical and Atomic Workers International Union that will involve the permanent transfer or permanent layoff of bargaining unit employees. The Company and the Union shall meet within fifteen (15) days after such written notice, for the purpose of discussing the effect of such closure on bargaining unit employees and to discuss appropriate conditions and benefits for affected bargaining unit employees. In the event the parties are unable to arrive at a satisfactory agreement, either party shall have the right to serve a sixty (60) day written notice to terminate this Agreement. At the end of the sixty (60) days period, the Union shall have the right to strike, or the Company shall have the right to lock out, concerning this issue unless a mutual agreement has been reached by the parties.

Dated _____

AMOCO PIPELINE COMPANY

By _____
G. W. White
District Manager

By _____
M. D. Brozovich
Team Leader

By _____
R. E. Smith
Human Resources

ACCEPTED FOR OIL, CHEMICAL AND ATOMIC WORKERS
INTERNATIONAL UNION, LOCAL 5-348

By _____
International Representative
Ernie Anderson

By _____
Chairperson, Local 5-348
Robert P. Westfall

By _____

Chairperson, Local 5-348
John L. Von Tersch

By _____
Chairperson, Local 5-348
John Maglich

**RENEWED 2/1/12
BY BUCKEYE PIPE LINE SERVICES COMPANY**

MEMORANDUM OF UNDERSTANDING

The company and union recognize that continued employment opportunities for bargaining unit personnel is directly linked to Amoco Pipelines' efficient, competitive and profitable operations.

In the event, however, the company considers that it is necessary to lay off employees, it will provide the union with 90 days written notice. At the written request of the union, the parties shall meet during such 90-day period for the following purposes:

The company will inform the union of the business reason(s) for any planned changes resulting in layoffs within the bargaining unit.

The union may submit recommendations for minimizing or eliminating the need for the layoff, and the company will consider adopting such recommendations, and respond to the union appropriately within 14 days.

If the layoff is deemed by the company to be unavoidable, the company will initiate a meeting(s) with the union during the 90-day period, to discuss the effect of such reduction and will be prepared to negotiate on the following subjects for the affected employees:

- Specific application of the demotion and layoff procedures.
- Possibilities of continued employment at other company facilities and/or operations; and if the company determines such opportunities are available, it is understood that moving and relocation expenses appropriate to the circumstances are subject to negotiations.
- Vocational retraining or outplacement assistance.
- Benefit plan applications, including plans such as: severance pay, pension benefits, medical and group life insurance.

Should disagreement arise over the intent and purpose of the discussions, the willingness of either party to continue the discussions, or any other provision of this Memorandum of Understanding, the objecting party will provide the other party the opportunity to discuss, at a higher level in the International Union or the company, the prospects of continuing the discussions. If the discussions are terminated by either party at the higher level, the layoff will be implemented.

This Memorandum of Understanding is not intended to reduce or otherwise limit the rights of the parties contained elsewhere in the current collective bargaining agreement. Therefore, the provisions of this Memorandum of Understanding shall not be subject to arbitration. It is further agreed this Memorandum of Understanding will expire on January 31, 1999.

Dated this _____ Day of _____, 1996.

Company

Union

**RENEWED 2/1/02
BY BP PIPELINES (NORTH AMERICA), INC.**

Executed this _____ day of _____, 2019.

BUCKEYE PIPELINE SERVICES COMPANY. United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers
International Union local 348

For the Company:

For the Union:

Patrick King
District Operations Manager

Leo W. Gerard
International President

Todd W. Smith
Sr. Operations Manager

Stanley W. Johnson
Secretary-Treasurer

Rita Schantz
Manager, Human Resources

Thomas Conway
Vice President/Administration

Michelle A. Brown
Manager, Human Resources

Fred Redmond
Vice President/Human Affairs

Emil Ramirez
District 11 Director

Greg Tate
Staff Representative

Chris Steffen, Committee

Jeremy Masters, Committee Chair

Appendix 1

<u>BPL Equivalent</u>	<u>Typical Job Junctions</u>	<u>2/1/2019</u>	<u>2/1/2020</u>	<u>2/1/2021</u>
Apprentice Pipeliner	Training to be able to perform locates, oversee line crossings, etc.	28.33	29.32	30.49
Pipeliner B	Can manage locates, crossings, etc. without supervision, training on Corrosion, Pig Runs, POA, etc.	34.64	35.85	37.29
Pipeliner A	P/L B + Routine CP Work, Pig Runs, PM's, P/L Maintenance, Rectifier Repair	38.16	39.50	41.08
Utility B	P/L A + Organize work/Lead work tasks, manage small projects, Operate Equip, training	40.73	42.16	43.84
Utility A	UT B + Managing larger projects and efforts, ensuring PM's are completed, Training, Fill OM role as needed.	43.31	44.83	46.62
E&M Tech I	Qualified person in Electrical / Mechanical + other duties (Utility A)	34.64	35.85	37.29
E&M Tech II	Electrical/Electronic + Mechanical Skill Sets - PM's, Projects, SCADA/Troubleshoot +UT A	44.11	45.65	47.48
E&M Tech III	Electrical +Electronic + Mechanical Skill Sets -PM's, Projects, SCADA/Troubleshoot +UT A	45.64	47.24	49.13

Typical Progression Time Frame	
Apprentice Pipeliner to Pipeliner B	12 Months
Pipeliner B to Pipeliner A	18 -24 Months
Pipeliner A to Utility B	24-36 Months
Utility B to Utility A	24-36 Months
Welder B to Welder A	12-24 Months
Above are general timeframes for progression. Progression is based on proficiency in job accountabilities.	
E&M Tech I to E&M Tech II	12-24 Months*
E&M Tech II to E&M Tech III	18-36 Months*
* Career Ladder Utilized for progression	
All Progressions Require 2nd Level Approval	